

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

**NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND
LOWELL AVENUE IMPROVEMENTS PROJECT**

2025-MA-00109

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

MAY 2026

PREPARED BY:

GREENMAN-PEDERSEN, INC.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

A circular professional engineer seal for Andrew Cangiano, PE, CME, is visible in the background. Overlaid on the seal is a blue ink signature that reads "Andrew Cangiano".

Andrew Cangiano, PE, CME
New Jersey Professional Engineer, License No. 43111

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PREVAILING WAGE RATES
SUPPLEMENTAL SPECIFICATIONS

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids for HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE IMPROVEMENTS PROJECT, in the Township of West Orange, Essex County, New Jersey will be received at the Township of West Orange, Township Council Chambers, 66 Main Street, West Orange, New Jersey on **TUESDAY, JUNE 23, 2026, AT 11:00 AM** prevailing time.

The work generally consists of road reconstruction improvements, approximately 6,500 LF of new curb, approximately 12,000 SY of pavement milling, installation of approximately 1,700 tons of hot mix asphalt overlay, approximately 2,200 SY of concrete sidewalk, pavement markings, ADA compliant ramps, and regulatory and warning signage; all in accordance with the form of proposal, contract and specifications prepared by Greenman-Pedersen, Inc. (GPI), 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey.

Copies of the Plans and Specifications and other proposed Contract Documents are on file and open to public inspection at the office of the Purchasing Department, 66 Main Street, West Orange, New Jersey, and may be examined and obtained by properly qualified Contractors at this address on and after **TUESDAY, MAY 26, 2026**, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays, upon a non-refundable payment of \$50.00. An additional \$20.00 non-refundable fee will be required in advance for all prospective Bidders requesting that the bidding documents be mailed. There is no additional charge should a prospective Bidder request the documents be forwarded by FedEx or UPS (using the Bidder's own account number).

Bidders are notified that they must comply with the New Jersey Prevailing Wage Act (Chapter 150 of the Laws of 1963, as amended) and that award will not be made to any bidder whom the Commissioner of Labor and Industry does not certify.

Bids shall be submitted on the forms provided, in the manner designated therein and required by the Specifications. They must be enclosed in sealed envelopes, bearing the name and address of the bidder and the name of the project on the outside, addressed to the Township Clerk, Township of West Orange, Essex County, New Jersey, and must be accompanied by a certified check, cashier's check, or bid bond in the form provided of not less than 10% of the amount of bid. Said check or bid bond may not be less than \$500 nor shall it be more than \$20,000 and must be accompanied by a Consent of Surety statement in the form provided from a Surety Company stating that the Surety Company will provide the bidder with a bond for 100% of the Contract amount in the event that the Contract is awarded to the bidder. A Non-Collusion Affidavit and a Record of Recent Contract Awards must also accompany the proposal on the forms provided.

PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE FORM OF PROPOSAL. PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED AND SUBMITTED IN THE BOUND BOOK, WHICH SHALL BE LEFT WHOLE AND INTACT IN EVERY RESPECT.

Bidders must have at the time of bid, a Business Registration Certificate issued by the New Jersey Department of Treasury.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 for an affirmative action program for equal employment opportunity.

If awarded a contract, your company/firm will be required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27.

Bidders must also comply with the requirements of PL 1977, Chapter 33 amending the Local Public Contracts Law. Bidders must submit a statement setting forth the names and addresses of all the stockholders in the corporation or members of the partnership who own ten percent (10%) or more of its stock, or have a ten percent (10%) or greater interest in the case of partnership.

No bid may be withdrawn for sixty (60) days after the opening of bids. A Contract will be awarded to the lowest responsible bidder or all proposals will be rejected within sixty (60) days after the opening of bids.

The Mayor and Township Council of the Township of West Orange reserves the right to reject all bids, to reject unbalanced bids, and to waive any informality in any bid.

As of March 1, 2026, pursuant to the provisions of P.L. 2025, c.72, all Township of West Orange current legal notices will be published on the Township's official website for at least one week, or other time period as required by law, before transferring the publication to the Legal notice Archive. Notices shall be published at the following link: <https://westorange.org/2141/Current-Legal-Notices> The NJ Secretary of State will create a centralized portal linking to the public notice pages of all public entities. Once completed, the hyperlink will be shared on all Township of West Orange legal notices: <https://nj.gov/state/statewide-legal-notices-list.shtml>

Panayiota Reynolds, QPA
Purchasing Agent

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

INSTRUCTIONS TO BIDDERS

1. PROPOSALS RECEIVED

The Township of West Orange, Essex County, New Jersey (hereinafter called the OWNER), will receive proposals for the HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE IMPROVEMENTS PROJECT, at the time and place and under the conditions stated in the NOTICE TO BIDDERS.

2. WORK INCLUDED

The work generally consists of road reconstruction improvements, approximately 6,500 LF of new curb, approximately 12,000 SY of pavement milling, installation of approximately 1,700 tons of hot mix asphalt overlay, approximately 2,200 SY of concrete sidewalk, pavement markings, ADA compliant ramps, and regulatory and warning signage; all in accordance with the form of proposal, contract and specifications prepared by Greenman-Pedersen, Inc. (GPI), 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey.

3. PROPOSAL

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents which are bound with it. The blank spaces in the proposal must be filled correctly where indicated for each and every item and the bidder must state, both in words and numerals written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used.

The bidder shall sign their proposal correctly. If the proposal is made by an individual, their name and post office address must be shown. If made by a firm or partnership or by a corporation, the proposal must be signed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation.

Bidders are instructed to submit the following properly completed documents with their proposal: (1) a Non-Collusion Affidavit, (2) a Consent of Surety, and (3) Record of Recent Contract Awards, all on the forms contained herein. A copy of the Bidder's Business Registration Certificate must be submitted with the bid.

Please provide one hard copy and one additional copy of your proposal which should be on an external storage device (example USB flash drive/or CD).

In the event the Township decides to award this contract; Contractor is herein advised that he/she will be required to attend the Council meeting at which it is scheduled to be awarded on to answer questions by the governing body at no additional charge to the

Township.

4. **BUSINESS REGISTRATION CERTIFICATE**

Chapter 57, PL 2004 requires that all business organizations (except non-profit entities and other government agencies) that do business with a public entity must provide a copy of its Business Registration Certificate issued by the New Jersey Department of the Treasury (Division of Revenue) prior to the issuance of a contract and/or purchase order. A business registration form may be obtained by calling the New Jersey Department of the Treasury at 609-292-0252 or online at www.nj.gov/treasury/revenue/taxreg.htm. The Business Registration Certificate does not need to be submitted with the bid, but must be valid at the time of opening.

5. **CONTRACTOR REGISTRATION**

The Public Works Contractor Registration Act, NJSA 34:11-56.48 et seq., which became effective on April 11, 2000, provides generally that no contractors or subcontractors shall bid on or engage in any public work contract (or part thereof) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to or used by the general public unless they are registered with the Commissioner of Labor of the State of New Jersey. **The Contractor Registration Certificate does not need to be submitted with the bid, but must be valid at the time of opening.**

Registration application forms and copies of the Public Works Contractor Registration Act may be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P.O. Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

6. **IRREGULAR PROPOSALS**

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected. The Owner reserves the right to waive any informality in proposals as submitted.

7. **COMPETENCY OF BIDDERS**

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed.

8. **CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND**

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the sum of ten percent (10%) of the amount of the bid, satisfactory to and payable to the order of the Owner. The certified check, cashier's check or bid bond submitted by the bidder to whom a contract is awarded shall be retained until a contract is executed and the required performance bond furnished. Certified checks, cashier's checks, or bid bonds submitted by other bidders shall be returned within three (3) business days after the award of the contract.

In the event that the Owner shall reject all bids or shall not award a contract within sixty (60) days after the opening of bids, all certified checks, cashier's checks and bid bonds shall be returned within three (3) days after such rejection or the expiration of such period, as the case may be.

9. PERFORMANCE AND MAINTENANCE BOND

The successful bidder at the time of the execution of the Contract must deposit with the Owner a surety company bond for the satisfactory completion of the work in an amount equal to the amount of the contract award. The form of the bond and the surety shall be acceptable to the Owner. Surety companies shall be only those authorized to transact business in New Jersey.

Prior to the payment of the final estimate, the Contractor shall furnish a certificate from their surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period or if it does not, the Contractor shall provide a separate Maintenance Bond. The Maintenance Bond shall include the following: "In case of default under this obligation, it is understood that the Owner has the option of taking the cash or of having the Surety do the work."

10. EXECUTION OF CONTRACT

The party to whom Contract is awarded or their authorized representative will be required to execute the Contract within ten (10) business days from the date of Notice of Award, and, in case of their failure or neglect to do so, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the Owner.

11. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from insurance company authorized to write casualty insurance in the State as will protect themselves, their subcontractors, and the Owner from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until they have obtained all insurance required under this section and until he has filed a certificate of insurance with the Owner prior to award of bid. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. An endorsement showing the Township of West Orange to be additionally insured shall be included in all policies as follows: "The Township of West Orange, its officers, agents, servants, and employees as their interest may appear are covered by this policy". All parties to the Contract must be named in the Certificate of Insurance as additional insured/co-insured. The amounts of such insurance shall not be less than the following:

- a) Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.
- b) Public Liability, Bodily and Property Damage:
 - 1. Injury or death \$1,000,000 occurrence/
\$2,000,000 aggregate
 - 2. Property Damage \$ 250,000 occurrence/
\$ 500,000 aggregate
 - 3. Fire and Extended Coverage Equal to bid price
- c) Automobile and Truck Public Liability

Bodily Injury and Property Damage:	
1. Injury or death	\$1,000,000 occurrence/ \$2,000,000 aggregate
2. Property Damage	\$ 250,000 occurrence/ \$ 500,000 aggregate
d) Contractors General Liability including completed operations	
	\$1,000,000 occurrence/ \$2,000,000 aggregate

Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor.

12. RESPONSIBILITY OF CONTRACTOR

Attention here is particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the Owner from any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

13. FAMILIARITY WITH THE WORK

Bidders are advised to carefully examine all Contract Drawings and Specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for themselves all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground; to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this obligation in signing the Contract. The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that they will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concessions because of any misinterpretation or misunderstanding on their part of this Contract or because of any failure on their part to fully acquaint themselves with all conditions relating to the work.

In the event that any easements or rights-of-way are necessary for the performance of the Contract, the bidder shall be responsible for ascertaining the status of any such easement or right-of-way acquisition and the bidder shall examine the provisions of agreements between the Township and property owners that may relate to their bid or to the work to be performed. Copies of the aforesaid documents and information regarding the status of easement and right-of-way acquisition are available at the office of the Township Engineer. The Contractor shall also confer with the Township Engineer in the above-mentioned matters immediately after award of the Contract and at such other times thereafter as may be necessary or advisable. The Contractor shall be governed by the provisions of easement, right-of-way and other agreements between the Township and property owners. The Contractor shall make no claim for additional compensation or for damages on account of delays or necessary alterations in the procedure of their work that may be caused by delays in the acquisition of any easement or right-of-way.

14. INTERPRETATIONS

If any person contemplating submitting bids for the proposed work is in doubt as to the true

meaning of any part of these proposed contract documents, he may submit to the Purchasing Agent, Panayiota Reynolds, QPA, a written request for an interpretation thereof. Any interpretation of such document will be made only in writing and copy of each interpretation will be mailed or delivered to each person receiving a set of said documents. The Owner will not be

responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the time set for the receipt of bids.

15. RIGHT TO REJECT

The Township of West Orange reserves the right to reject any bids in accordance with the reasons set forth in 40A:11-13.2 and or reject all bids at its discretion.

16. NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices and specifically to comply with the provisions of Chapter 127 of the Laws of 1975, effective July 23, 1975. Successful bidders must be prepared to comply in all respects with the contract provisions regarding nondiscrimination, a copy of which is set forth in the General Conditions of Contract. In the event that the Owner shall award a contract for the proposed construction, such award shall be made conditioned upon the subsequent approval by the State Treasurer of an affirmative action program as submitted by the successful bidder in accordance with Chapter 127. The Contractor is also obliged to comply with PL 1934, c. 34, s. 9.2.

17. AFFIRMATIVE ACTION PLAN REQUIREMENTS

This Contract is subject to the provisions of Chapter 127 of the New Jersey Public Laws of 1975 and Regulations promulgated thereunder as NJAC 17:27-1 et seq. with respect to Affirmative Action Plans for employment opportunity. Detailed provisions are set forth in Sec. 26 - AFFIRMATIVE ACTION PROVISIONS of the General Conditions of Contract.

18. NEW JERSEY PREVAILING WAGE ACT REQUIREMENTS

The New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, applies to this Contract. Accordingly, the Contract must set forth the prevailing wage rate in the locality of the Owner for each craft or trade or classification of all workers needed to perform the Contract during its performance period. The Owner has ascertained from the Commissioner of Labor and Industry of the State of New Jersey the prevailing wages in the locality of the Owner which shall be paid by the Contractor to workers employed in the performance of the Contract, and a copy of such prevailing wages shall be incorporated in the Contract and binding on the Contractor. In the event that any such prevailing wage is increased prior to the award of the Contract, then the increased prevailing wage or wages shall apply and supersede those issued as of an earlier date.

In accordance with the New Jersey Prevailing Wage Act, the Contractor and any subcontractor shall pay to workers wages which are not less than the prevailing wages set forth for the locality of the owner and made a part of the Contract.

19. INELIGIBLE BIDDERS

Prior to the awarding of a Contract for the project, the Owner is required by law to obtain from

the Commissioner of Labor and Industry the names of contractors and subcontractors who have failed to pay the prevailing wages. The Contract will not be awarded to any bidder whose name appears on such list unless a period of three (3) years has elapsed since the date of the listing of the bidder by the Commissioner. The aforesaid ineligibility shall extend to and include any bidder in which any person, firm, corporation, or partnership, which has been listed by the Commissioner within the last three (3) years, has an interest.

20. NON-COLLUSION AFFIDAVIT

As noted under No. 3, PROPOSAL, above, the bidder shall accompany their proposal with a Non-Collusion Affidavit certifying that the bid has been arrived at independently and without collusion with any other bidder. Further, that no persons or agency has been employed to solicit such bid except as provided under NJSA 52:34-15.

This affidavit will be completed on the form provided and shall be signed and notarized as required.

21. CONSENT OF SURETY

Each bid must be accompanied by a Consent of Surety furnished by a surety company authorized to do business in the State of New Jersey to the effect that a performance bond in the form annexed hereto will be furnished to the Owner in the full amount of the Contract in the event that a contract is awarded to the bidder.

The Consent of Surety shall be completed on the form provided and shall be executed and attested to as required.

22. STATEMENT OF BIDDER'S RESPONSIBILITY

Every bid shall be accompanied by a statement of bidder's responsibility on the form provided covering the experience of the bidder in the performance of similar work as well as the bidder's financial responsibility. Bidders shall be experienced in the satisfactory performance of work of the nature and extent to be performed under the contract and shall have sufficient capital to properly execute the work within the time allowed, as well as sufficient equipment therefore.

23. BASIS FOR COMPARING BIDS

Comparison of bids will be made on the basis of lump sum price or on the basis of the total for the various items as shown in the Proposal.

Whenever alternate bids are requested, the Owner reserves the right to select the nature and type of construction deemed by it to be most advantageous to its interests.

Whenever estimated quantities are shown in the Proposal, such estimated quantities are not to be considered by bidders as actual quantities required to complete the work, since such estimated quantities are included solely to serve as a basis for the comparison of bids.

24. EXECUTION OF CONTRACT; DAMAGES FOR FAILURE

A bidder to whom the Contract is awarded shall execute and deliver the Contract within ten (10) days after the Contract is presented to the bidder for execution. If the bidder shall fail to do so, the bidder shall be deemed to have abandoned the Contract and thereupon the proposal and its acceptance may be declared null and void by the Owner and the amount of the certified check or cashier's check or bid bond accompanying the bid as bid security shall be due and payable

to the Owner as liquidated damages, provided, however, that such damages shall not exceed the difference between the amount bid and the amount which the Owner may be obligated to pay to the person to whom the Contract may afterwards be awarded, the amount in each case to be determined by the bids. The items as set forth in the proposal forms in some cases included work not shown in the title of the item and in other cases the item refers to work that is specifically ordered by the Engineer although similar work may be required under the terms of the Contract to be performed as part of another item and paid for under the price bid for that item. The attention of the Contractor is specifically called to that section of this Contract that described the subdivision of work for Payment, and the Contractor shall understand that any work performed under the terms of this Contract, and that is not classified as Extra Work by the Engineer, shall be paid for solely and wholly by these terms.

25. CONSTRUCTION ACCESS

The Contractor is herein advised that during construction traffic should be maintain unless otherwise authorized by the Township. The Contractor will be required to coordinate traffic safety provisions with the Township of West Orange Police Department prior to construction. The Contractor shall provide a Traffic Plan to the West Orange Traffic Bureau of the Police Department for review and approval and **the cost of same shall be included in the bid items requiring the same.**

During construction operations, the Contractor may utilize the local Police Department to provide assistance in maintenance and protection of traffic. The inclusion of local police does not relieve the Contractor of its duties with regard to traffic control in the project. The contractor shall be fully responsible for the set-up and maintenance of the Traffic Control Patterns (TCP) except as required by Local and State law or as specifically set forth in the contract. The use of police in the providing of traffic safety services is supplemental to the TCP and their presence shall not relieve the Contractor of its responsibility to maintain the TCP and safety on the Project.

Accordingly, the contractor shall be responsible to provide routine sweeping, maintenance, and restoration of the access road, especially as it relates to the tracking of mud and/or soil onto the access roads, and shall allow for the passage of public traffic at all times during the performance of the work. At a minimum, all access roadways shall be swept once a week.

26. NOTICE OF CONSTRUCTION

The contractor shall provide a minimum of 72 hours notice to the Township and the Engineer prior to the start of construction and prior to changes that affect existing traffic patterns and high school access.

27. SPECIAL SITE CONDITIONS

This project is partially funded by NJDOT and it is the intention of the Township to have the HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE IMPROVEMENTS PROJECT construction completed by **December 31, 2026**. Accordingly, special care shall be exercised to provide adequate safety to the general public at all times.

28. TRAFFIC CONTROL & STAGING/SCHEDULING

- i) Detouring of traffic shall not be permitted without permission from the relevant governing authority (i.e. county, state, municipality and the Township of West Orange Police Department). Other affected services must also be notified such as fire and rescue squad, school, etc. All affected services must be given sufficient notice of any proposed detours disturbances, work schedule and/or road closures.
- ii) Reference is made to the publication "Manual on Uniform Traffic Control Devices for Streets and Highways" by the U.S. Department of Transportation, Federal Highway Administration, Washington D.C. 11th Edition (MUTCD 2023).
- iii) Traffic control shall be the sole responsibility of the contractor. The Contractor is responsible to schedule uniformed police traffic directors using the Department's third party scheduling service, Extra Duty Solutions. The contact information for Extra Duty Solutions is provided below:

Extra Duty Solutions
West Orange PD NJ
p: (973) 568-8838
w: extradutysolutions.com

- iv) Should the Contractor fail to complete the job within the timeframe established in the contract, the Contractor shall be responsible to pay for any additional uniformed police traffic control directors needed beyond the contract time. The cost for this item if needed, will be paid directly by the Contractor. It is the requirement of the Contractor to contact the police department to obtain the costs prior to commencing work beyond the stipulated time of completion.

It is the Contractor's sole responsibility to make payments to Extra Duty solutions on time as the police hours invoices are received. Contractor is herein advised that proof of paid invoices is to be submitted for reimbursement at the time of payment(s) request.

- v) The Contractor is responsible for coordinating all work with the Township Police Department.
- vi) During non-working hours, trenches shall not be left open and contractor's equipment shall not be parked in the roadway, driveways or the sidewalk area or any other area which will obstruct vehicular or pedestrian traffic.
- vii) At all times the Contractor shall maintain access to all businesses and residences within the project limits. The Contractor shall coordinate with the property owners and/or tenants to ensure vehicles are not stranded in driveways or parking lots while aprons are being poured and curing.
- viii) While Uniformed Officers are not anticipated, the Contractor is still responsible to coordinate all work with the West Orange Police Department.

29. **PUBLIC WORK CERTIFIED PAYROLL RECORD SUBMIT ONLINE STARTS AUG. 15, 2024**

The New Jersey Department of Labor announced that Public Works Contractors are required to report certified payroll records online, via New Jersey Wage Hub starting August 15, 2024. All registered public works contractors are required to create a NJ Wage Hub account prior to August 15, 2024.

TOWNSHIP OF WEST ORANGE
(Owner)

Township Engineer

CONSULTING ENGINEERS
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950
(973) 377-8500

PROPOSAL AND SCHEDULE OF BIDS

BID DOCUMENT SUBMISSION CHECKLIST - TOWNSHIP OF WEST ORANGE

NJDOT MA 2025

**HELEN AVE., LAWRENCE AVE., FLORENCE PL,
AND LOWELL AVE. IMPROVEMENT PROJECT**

(Name of Construction/Public Works Project)

(Project Or Bid Number)

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

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
X • Bid guarantee as required, by NJSA 40A: 11-21	
X • Certificate from a surety company, pursuant to NJSA 40A: 11-22	
X • Statement of corporate ownership, pursuant to NJSA 52:25-24.2	
X • Listing of Subcontractors as required by NJSA 40A: 11- 16	
X • If applicable, Bidder's acknowledgment of receipt of any notice(s) or re-vision(s) or addenda to an advertisement, specifications or bid document(s)	

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmark)	Initial Each Item Submitted with Bid (Bidder's initials)
		X	
		X	
X		X	
		X	
X		X	
		X	
X		X	
		X	
X		X	
		X	
X		X	

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

THIS FORM MUST BE EXECUTED BY THE BIDDER (ALL ITEMS MUST BE COMPLETED IN INK.)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No addenda were received. (Please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

SCHEDULE OF PRICES

BASE BID

ITEM 1 PERFORMANCE BOND AND PAYMENT BOND

1 DOLL @ \$ _____ Per DOLL \$ _____

Write UNIT Price for Item 1 in Words and Numbers

ITEM 2 MOBILIZATION

1 LS @ \$ _____ Per LS \$ _____

Write LUMP SUM Price for Item 2 in Words and Numbers

ITEM 3 INLET FILTER TYPE 1

100 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item 3 in Words and Numbers

ITEM 4 BREAKAWAY BARRICADE

10 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 4 in Words and Numbers

ITEM 5 DRUM

30 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 5 in Words and Numbers

ITEM 6	TRAFFIC CONE
	50 UNIT @ \$ _____ Per UNIT \$ _____
	_____ Write UNIT Price for Item 6 in Words and Numbers
ITEM 7	CONSTRUCTION SIGNS
	300 SF @ \$ _____ Per SF \$ _____
	_____ Write UNIT Price for Item 7 in Words and Numbers
ITEM 8	POLICE TRAFFIC DIRECTORS
	1 LS @ \$ <u>250,000.00</u> Per LS \$ <u>250,000.00</u>
	<u>TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS</u> Write LUMP SUM Price for Item 8 in Words and Numbers
ITEM 9	FUEL PRICE ADJUSTMENT
	5000 DOLL @ \$ <u>1.00</u> Per DOLL \$ <u>5,000.00</u>
	<u>ONE DOLLAR AND ZERO CENTS</u> Write UNIT Price for Item 9 in Words and Numbers
ITEM 10	ASPHALT PRICE ADJUSTMENT
	15000 DOLL @ \$ <u>1.00</u> Per DOLL \$ <u>15,000.00</u>
	<u>ONE DOLLAR AND ZERO CENTS</u> Write UNIT Price for Item 10 in Words and Numbers
ITEM 11	CLEARING SITE
	1 LS @ \$ _____ Per LS \$ _____
	_____ Write LUMP SUM Price for Item 11 in Words and Numbers
ITEM 12	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)
	20 CY @ \$ _____ Per CY \$ _____
	_____ Write UNIT Price for Item 12 in Words and Numbers

ITEM 13	ROCK EXCAVATION, UNCLASSIFIED (IF & WHERE DIRECTED)
	100 CY @ \$ _____ Per CY \$ _____
	Write UNIT Price for Item 13 in Words and Numbers
ITEM 14	EXCAVATION, BASE REPAIR, 12" DEEP
	260 CY @ \$ _____ Per CY \$ _____
	Write UNIT Price for Item 14 in Words and Numbers
ITEM 15	SELECT FILL (IF AND WHERE DIRECTED)
	250 CY @ \$ _____ Per CY \$ _____
	Write UNIT Price for Item 15 in Words and Numbers
ITEM 16	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK
	735 SY @ \$ _____ Per SY \$ _____
	Write UNIT Price for Item 16 in Words and Numbers
ITEM 17	HMA MILLING, 3" OR LESS
	11150 SY @ \$ _____ Per SY \$ _____
	Write UNIT Price for Item 17 in Words and Numbers
ITEM 18	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE
	1630 TON @ \$ _____ Per TON \$ _____
	Write UNIT Price for Item 18 in Words and Numbers
ITEM 19	HOT MIX ASPHALT 19 M 64 BASE COURSE
	205 TON @ \$ _____ Per TON \$ _____
	Write UNIT Price for Item 19 in Words and Numbers

ITEM 20	UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE			
	160 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 20 in Words and Numbers			
ITEM 21	6" POLYVINYL CHLORIDE PIPE			
	60 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 21 in Words and Numbers			
ITEM 22	CURB DRAIN CONNECTION, INCLUDING CLEANOUT			
	10 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 22 in Words and Numbers			
ITEM 23	15" REINFORCED CONCRETE PIPE, CLASS V			
	450 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 23 in Words and Numbers			
ITEM 24	INLET, TYPE A (IF & WHERE DIRECTED)			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 24 in Words and Numbers			
ITEM 25	INLET, TYPE B (IF & WHERE DIRECTED)			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 25 in Words and Numbers			
ITEM 26	INLET, TYPE D			
	4 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 26 in Words and Numbers			

ITEM 27 RECONSTRUCTED MANHOLE, USING NEW CASTING

3 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 27 in Words and Numbers

ITEM 28 PARGING MANHOLE (FULL DEPTH OF WALLS)
(IF AND WHERE DIRECTED)

21 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 28 in Words and Numbers

ITEM 29 RESET EXISTING CASTING (IF AND WHERE DIRECTED)

21 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 29 in Words and Numbers

ITEM 30 RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING
(IF & WHERE DIRECTED)

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 30 in Words and Numbers

ITEM 31 RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING
(IF & WHERE DIRECTED)

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 31 in Words and Numbers

ITEM 32 RECONSTRUCTED INLET, TYPE D, USING EXISTING CASTING

9 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 32 in Words and Numbers

ITEM 33 RECONSTRUCTED INLET, TYPE A, USING NEW CASTING

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 33 in Words and Numbers

ITEM 34	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING
	2 UNIT @ \$ _____ Per UNIT \$ _____
	Write UNIT Price for Item 34 in Words and Numbers
ITEM 35	RECONSTRUCTED INLET, TYPE D, USING NEW CASTING
	8 UNIT @ \$ _____ Per UNIT \$ _____
	Write UNIT Price for Item 35 in Words and Numbers
ITEM 36	BICYCLE SAFE GRATE
	12 UNIT @ \$ _____ Per UNIT \$ _____
	Write UNIT Price for Item 36 in Words and Numbers
ITEM 37	CURB PIECE
	10 UNIT @ \$ _____ Per UNIT \$ _____
	Write UNIT Price for Item 37 in Words and Numbers
ITEM 38	CLEANING DRAINAGE STRUCTURE
	21 UNIT @ \$ _____ Per UNIT \$ _____
	Write UNIT Price for Item 38 in Words and Numbers
ITEM 39	CONCRETE SIDEWALK, 4" THICK
	1615 SY @ \$ _____ Per SY \$ _____
	Write UNIT Price for Item 39 in Words and Numbers
ITEM 40	CONCRETE SIDEWALK, REINFORCED 6" THICK
	600 SY @ \$ _____ Per SY \$ _____
	Write UNIT Price for Item 40 in Words and Numbers

ITEM 41	HOT MIX ASPHALT DRIVEWAY, 2" THICK			
	410 SY	@ \$ _____	Per SY	\$ _____
	Write UNIT Price for Item 41 in Words and Numbers			
ITEM 42	DETECTABLE WARNING SURFACE			
	7 SY	@ \$ _____	Per SY	\$ _____
	Write UNIT Price for Item 42 in Words and Numbers			
ITEM 43	RESET PAVERS			
	75 SY	@ \$ _____	Per SY	\$ _____
	Write UNIT Price for Item 43 in Words and Numbers			
ITEM 44	9"X18" CONCRETE VERTICAL CURB			
	65 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 44 in Words and Numbers			
ITEM 45	GRANITE BLOCK CURB			
	6028 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 45 in Words and Numbers			
ITEM 46	TRAFFIC MARKING LINES, 4"			
	700 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 46 in Words and Numbers			
ITEM 47	TRAFFIC MARKING LINES, 6" (IF & WHERE DIRECTED)			
	500 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 47 in Words and Numbers			

ITEM 48	TRAFFIC MARKING LINES, 8"			
	300 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 48 in Words and Numbers			
ITEM 49	TRAFFIC MARKING LINES, 12" (IF & WHERE DIRECTED)			
	100 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 49 in Words and Numbers			
ITEM 50	TRAFFIC MARKING LINES, 24"			
	105 LF	@ \$ _____	Per LF	\$ _____
	Write UNIT Price for Item 50 in Words and Numbers			
ITEM 51	TRAFFIC MARKINGS SYMBOLS (IF & WHERE DIRECTED)			
	100 SF	@ \$ _____	Per SF	\$ _____
	Write UNIT Price for Item 51 in Words and Numbers			
ITEM 52	REGULATORY AND WARNING SIGN			
	129.75 SF	@ \$ _____	Per SF	\$ _____
	Write UNIT Price for Item 52 in Words and Numbers			
ITEM 53	GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS			
	28 SF	@ \$ _____	Per SF	\$ _____
	Write UNIT Price for Item 53 in Words and Numbers			
ITEM 54	RECONSTRUCTED MANHOLE, SANITARY SEWER, USING EXISTING CASTING			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 54 in Words and Numbers			

ITEM 55	RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING			
	18 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 55 in Words and Numbers			
ITEM 56	STUMP REMOVAL (IF AND WHERE DIRECTED)			
	5 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 56 in Words and Numbers			
ITEM 57	TREE REMOVAL, OVER 6" TO 12" DIAMETER (IF & WHERE DIRECTED)			
	2 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 57 in Words and Numbers			
ITEM 58	TREE REMOVAL, OVER 12" TO 18" DIAMETER			
	3 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 58 in Words and Numbers			
ITEM 59	TREE REMOVAL, OVER 18" TO 24" DIAMETER (IF & WHERE DIRECTED)			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 59 in Words and Numbers			
ITEM 60	TREE REMOVAL, OVER 24" TO 30" DIAMETER (IF & WHERE DIRECTED)			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item 60 in Words and Numbers			
ITEM 61	TREE REMOVAL, OVER 30" TO 36" DIAMETER (IF & WHERE DIRECTED)			
	1 UNIT	@ \$ _____	Per UNIT	\$ _____
	Write UNIT Price for Item A61 in Words and Numbers			

ITEM 62 TREE REMOVAL, OVER 36" DIAMETER (IF & WHERE DIRECTED)

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 62 in Words and Numbers

ITEM 63 SMALL DECIDUOUS TREE, 2.0-2.5" CAL., B&B

50 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 63 in Words and Numbers

ITEM 64 CONTRACT ALLOWANCE

1 LS @ \$ 50,000.00 Per LS \$ 50,000.00

FIFTY THOUSAND DOLLARS AND ZERO CENTS

Write LUMP SUM Price for Item 64 in Words and Numbers

TOTAL BASE BID (Items 1 – 64) \$ _____

(Write Total Base Bid in Words)

ALTERNATE BID 'A'

ITEM A1 HMA MILLING, 3" OR LESS

565 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item A1 in Words and Numbers

ITEM A2 HOT MIX ASPHALT 12.5M64 SURFACE COURSE

75 TON @ \$ _____ Per TON \$ _____

Write UNIT Price for Item A2 in Words and Numbers

ITEM A3 RECONSTRUCTED MANHOLE, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A3 in Words and Numbers

ITEM A4

PARGING MANHOLE (FULL DEPTH OF WALLS)
(IF AND WHERE DIRECTED)

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A4 in Words and Numbers

ITEM A5

RESET EXISTING CASTING (IF AND WHERE DIRECTED)

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A5 in Words and Numbers

ITEM A6

RECONSTRUCTED INLET, TYPE B, USING NEW CASTING

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A6 in Words and Numbers

ITEM A7

RECONSTRUCTED INLET, TYPE D, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A7 in Words and Numbers

ITEM A8

BICYCLE SAFE GRATE

3 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A8 in Words and Numbers

ITEM A9

CURB PIECE

3 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A9 in Words and Numbers

ITEM A10

CLEANING DRAINAGE STRUCTURE

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A10 in Words and Numbers

ITEM A11 CONCRETE SIDEWALK, 4" THICK

40 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item A11 in Words and Numbers

ITEM A12 HOT MIX ASPHALT DRIVEWAY, 2" THICK

67 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item A12 in Words and Numbers

ITEM A13 DETECTABLE WARNING SURFACE

2 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item A13 in Words and Numbers

ITEM A14 RESET PAVERS

22 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item A14 in Words and Numbers

ITEM A15 9"X18" CONCRETE VERTICAL CURB

14 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item A15 in Words and Numbers

ITEM A16 GRANITE CURB

445 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item A16 in Words and Numbers

ITEM A17 TRAFFIC MARKING LINES, 8"

70 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item A17 in Words and Numbers

ITEM A18 TRAFFIC MARKING LINES, 24"

30 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item A18 in Words and Numbers

ITEM A19 REGULATORY AND WARNING SIGN

12.5 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item A19 in Words and Numbers

ITEM A20 GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS

4 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item A20 in Words and Numbers

ITEM A21 RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A21 in Words and Numbers

ITEM A22 TREE REMOVAL, OVER 6" TO 12" DIAMETER

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item A22 in Words and Numbers

TOTAL ALTERNATE BID (Items A1 – A22)

\$ _____

(Write Total Alternate Bid in Words)

ALTERNATE BID 'B'

ITEM B1 EXCAVATION, BASE REPAIR, 12" DEEP

45 CY @ \$ _____ Per CY \$ _____

Write UNIT Price for Item B1 in Words and Numbers

ITEM B2 HMA MILLING, 3" OR LESS

540 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B2 in Words and Numbers

ITEM B3 HOT MIX ASPHALT 12.5M64 SURFACE COURSE

67 TON @ \$ _____ Per TON \$ _____

Write UNIT Price for Item B3 in Words and Numbers

ITEM B4 INLET, TYPE D

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B4 in Words and Numbers

ITEM B5 RECONSTRUCTED MANHOLE, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B5 in Words and Numbers

ITEM B6 PARGING MANHOLE (FULL DEPTH OF WALLS)
(IF AND WHERE DIRECTED)

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B6 in Words and Numbers

ITEM B7 RESET EXISTING CASTING (IF AND WHERE DIRECTED)

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B7 in Words and Numbers

ITEM B8 RECONSTRUCTED INLET, TYPE B, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B8 in Words and Numbers

ITEM B9 INLET CONVERTED TO MANHOLE

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B9 in Words and Numbers

ITEM B10 BICYCLE SAFE GRATE

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B10 in Words and Numbers

ITEM B11 CURB PIECE

2 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B11 in Words and Numbers

ITEM B12 CLEANING DRAINAGE STRUCTURE

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B12 in Words and Numbers

ITEM B13 CONCRETE SIDEWALK, 4" THICK

122 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B13 in Words and Numbers

ITEM B14 CONCRETE SIDEWALK, REINFORCED 6" THICK

22 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B14 in Words and Numbers

ITEM B15 HOT MIX ASPHALT DRIVEWAY, 2" THICK

124 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B15 in Words and Numbers

ITEM B16 DETECTABLE WARNING SURFACE

2 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B16 in Words and Numbers

ITEM B17 RESET PAVERS

24 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item B17 in Words and Numbers

ITEM B18 9"X18" CONCRETE VERTICAL CURB

14 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item B18 in Words and Numbers

ITEM B19 GRANITE CURB

500 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item B19 in Words and Numbers

ITEM B20 TRAFFIC MARKING LINES, 8"

50 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item B20 in Words and Numbers

ITEM B21 TRAFFIC MARKING LINES, 24"

20 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item B21 in Words and Numbers

ITEM B22 REGULATORY AND WARNING SIGN

77.25 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item B22 in Words and Numbers

ITEM B23 GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS

4 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item B23 in Words and Numbers

ITEM B24 RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B24 in Words and Numbers

ITEM B25 TREE REMOVAL, OVER 6" TO 12" DIAMETER

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item B25 in Words and Numbers

TOTAL ALTERNATE BID (Items B1 – B25)

\$ _____

(Write Total Alternate Bid in Words)

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$_____
Amount in numbers

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title:_____

Telephone Number

Date

Fax Number

Email address

Accompanying this Proposal is a Certified Check or Bid Bond payable to the Township of West Orange, New Jersey in the sum of \$_____ which the undersigned agrees to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project, or furnish the Performance Bond required within the stipulated time. Otherwise, the check or bid bond will be returned to the undersigned.

Has the undersigned bidder, or has any person, firm, corporation or partnership having an interest in the undersigned bidder, ever been listed or barred from the performance of public work by any department or agency of the State of New Jersey by reason of the violation of any law, rule or regulation of the State?

No_____ Yes _____

If yes, state full details including the dates of all occurrences.

_____ partnership
The undersigned Bidder is a corporation under the laws.
_____ individual

of the State of _____ having its principal office at

with a telephone number of () _____ for purposes of receiving telephone communications in connection with the performance of the Contract.

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of

Directors held on the _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

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

BIDDER'S AFFIDAVIT

State of New Jersey)
) ss:
County of)

_____, being of full age and being duly sworn, upon their oath deposes and says:

1. I reside at

2. I am _____ of the firm of

(Name of Bidder)
3. I am the person who signed the foregoing Bid and I was duly authorized to execute such Bid. The Bid is a true offer of the Bidder. If the Bidder has a seal, then such seal is affixed to the Bid. All of the statements and declarations contained in the Bid are true to the best of my knowledge and belief.

_____(Seal)
(Signature)

Subscribed and sworn to

before me this _____ day

of _____, 2026.

Notary Public of the State
of New Jersey

My Commission expires _____
(Notary Seal)

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Seal

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, is hereby held and firmly bound unto the Township of West Orange, in the County of Essex as Owner, in the

Penal Sum of \$ _____ (the penal sum shall be equal to ten percent (10%) of the Base Bid, but not more than \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2026

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Orange, in the County of Essex, New Jersey

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

**HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT**

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

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, 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 Owner may accept such bid; and Surety does hereby waive notice of any such extension.

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

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, to it is hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equals to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required so to do by the Owner, and if the said Contractor shall omit or refuse to execute such Contract, remand to the Owner any increase between the sum to which the said Contract would have been entitled upon the completion of the said Contract and the sum which the said Owner may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising the bids for this work, less the amount of any certified check or bid bond payable and received.

In Witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this ____ day of _____, 2026.

A corporate acknowledgment and statement of authority to be here attached by the surety company.

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in the full amount
(Owner)
of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO
BUSINESS IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

BID SECURITY

This Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

A. Surety Bid Bond

B. Certified/Treasurer's check

C. Cash

the amount of _____
(\$ _____)

payable to Township of West Orange

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the Bidder is:

An Individual _____

A Partnership _____

A Corporation _____

of _____ having principal offices at

NOTICE OF AWARD

Dated: _____

TO: _____
(Bidder)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the successful bidder and have been awarded a contract for _____ The Contract Price of your contract is \$ _____.

Helen Ave, Lawrence Ave, Florence Pl
and Lowell Ave, Improvements Project

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B1.3.6) General Conditions (paragraph F5.1) and Supplementary Conditions (paragraph G5.1).
3. Other conditions:
 - A. Certificates of insurance in not less than the required amounts, types and form per F5.3 and G5.3.7, inclusive.
 - B. Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.3.2.
 - C. Progress schedule per F2.6, G2.6.4 and 1-2.6.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

TOWNSHIP OF WEST ORANGE, NEW JERSEY
(Owner)

Contractor: _____

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

PERFORMANCE & PAYMENT BOND NOTICE TO PROCEED

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

_____ as Principal and _____

_____ as Sureties, are hereby held and firmly bound unto the Township of West Orange in the penal sum of _____ Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of _____ 20 _____, enter into a contract with Township of West Orange which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJSA 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary
or Witness as to Principal

Principal (Contractor)

BY: _____(S)

(Typed Name)

(Address)

ATTEST:

(Surety) Secretary
or Witness as to Surety

(SEAL)

Surety

BY: _____(S)
Attorney-in-Fact

(Typed Name)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute bond and signature sheets, as necessary. A corporate acknowledgment and statement of authority to be attached by the Surety Company.

APPROVAL OF BOND

The foregoing Bond approved this _____ day of _____, 20_____.

SIGNED BY _____

SIGNATURE _____(S)

TITLE _____

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Surety, are hereby held and firmly bound unto the Township
of West Orange in the penal sum of _____ Dollars, for the payment of which will and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Signed this ____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of
20 _____, enter into a contract with the Township of West Orange which said contract is made a part of
this bond the same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors and corporations
furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any
authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline,
repairs on machinery, equipment and tools, consumed or used in connection with such work, and all insurance
premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we
agreeing and assenting that this undertaking shall be 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 said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of
said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety
on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTE: The attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the surety should
attach a valid power of attorney to the Labor and Materials Payment Bond.

NOTICE TO PROCEED

Dated _____

TO:

(Contractor)

ADDRESS:

OWNER'S PROJECT NO. _____

PROJECT

HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

Provide Project Schedule

Initial Project Workforce Report

Shop Drawings

(Owner)

By: _____
(Authorized Signature)

(Title)

REQUIRED EVIDENCE (AFFIRMATIVE ACTION)

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

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No _____
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

STATEMENT OF BIDDER'S RESPONSIBILITY

(This Statement must accompany the Bid)

1. Name under which Bidder conducts business: _____

2. Business address: _____

3. Form of Bidder's business: Individual
 Corporation
 Partnership

If Bidder is a joint venture, all questions must be answered by each venturer.

If a corporation, state

Date of incorporation _____

State of incorporation _____

Address of principal office in New Jersey _____

If a partnership, state

Date of organization _____

Is partnership general or limited? _____

Names and addresses of general partners:

4. State the number of years during which the Bidder has engaged in business under the name set forth above:

5. If within the last five (5) years the Bidder conducted business under another name, or if the Bidder was the successor to another business within the last five (5) years, state the former name and address and the period during which such business was operated:

Prior name: _____

Prior address: _____

Period of operation: _____

6. Has the Bidder or any officer, director or partner thereof been adjudicated bankrupt in the past ten (10) years? _____

If so, give full details, including the name and address of such person and present position with the Bidder:

7. List each piece of equipment which is available to the Bidder and intended to be used by the Bidder in the performance of the Contract. State whether the equipment is owned by the Bidder or will be leased, and if to be leased, the name of the lessor.

Equipment of Vehicle	Body	Type	Owned or Leased	Lessor
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. Has the Bidder or any predecessor thereof ever failed to complete any work under any contract or subcontract?

If so, give full details: _____

9. Has the Bidder or any predecessor thereof every failed to execute a contract awarded to the Bidder or any predecessor?

If so, give full details: _____

10. List all companies which have written performance bonds for the Bidder or any predecessor thereof within the last five (5) years.

Date: _____
(Name of Bidder)

By: _____

(Printed name and title of person signing above)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☐ Check here if documentation is attached.

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

PURSUANT TO N.J.S.A. 40A: 11-20

The undersigned Bidder hereby certifies as follows:

The undersigned bidder hereby certifies to the Township of West Orange that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have completed and attached hereto the Equipment Source List showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed _____

Date _____

STATUS OF PRESENT CONTRACTS

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	PHONE #	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	DATE OF COMPLETION

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a TOWNSHIP OF WEST ORANGE contract for public work

Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted. (3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Foreman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60. I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____

Signature: _____

Title: _____

HOLD HARMLESS AGREEMENT

BETWEEN THE **TOWNSHIP OF WEST ORANGE**

AND

Company Name

Address (Not Post Office Box)

Telephone Number

Organization Type (Individual, Partnership, Non-Profit
Corporation, Corporation, Public Entity)

The bidder awarded the contract under the bid specifications shall indemnify and hold harmless the Township of West Orange, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The bidder further agrees that this indemnification by the bidder shall continue after completion of the contract for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the contract.

Signed this _____ day of _____ 20__ as

The binding act in deed of _____
Business Name

Authorized Signature

Type or Print Name

Witness

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>

DATE:_____

DISCLOSURE OF POLITICAL CONTRIBUTIONS

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]
The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners

County Executive

County Clerk

Surrogate

Sheriff

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township

Bloomfield Township

Caldwell Borough

Cedar Grove Township

East Orange City

Essex Fells Township

Fairfield Township

Glen Ridge Borough

Irvington Township

Livingston Township

Maplewood Township

Millburn Township

Montclair Township

Newark City

North Caldwell Borough

Nutley Township

Orange City

Roseland Borough

South Orange Village

Verona Township

West Caldwell Township

West Orange Township

Boards of Education (Members of the Board):

Belleville Town

Bloomfield Township

Caldwell-West Caldwell

Cedar Grove Township

Essex Fells Borough

Fairfield Township

Glen Ridge Borough

Irvington Township

Livingston Township

Millburn Township

Newark City

North Caldwell Borough

Nutley Town

Roseland Borough

South Orange-Maplewood

Verona Borough

West Essex Regional

West Orange Town

Fire Districts (Board of Fire
Commissioners):

NONE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity	
Part 1: Certification	
COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u>	
Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.	
☐	<i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i>
OR	
☐	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **TOWNSHIP OF WEST ORANGE** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **TOWNSHIP OF WEST ORANGE** to notify the **TOWNSHIP** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **TOWNSHIP OF WEST ORANGE** and that the **TOWNSHIP** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A. 40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

AMERICAN'S WITH DISABILITIES ACT OF 1990

Date: _____

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

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") 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, 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 TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

I acknowledge:

Signature of Vendor

FEDERAL NON-DEBARMENT CERTIFICATION

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
- ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Township of West Orange</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>the Township of West Orange</i> to notify the <i>Township of West Orange</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Township of West Orange</i> permitting the <i>Township of West Orange</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

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

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of West Orange is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of West Orange is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION

FORM AA-201
Revised 10/03

STATE OF NEW JERSEY DIVISION OF CONTRACT COMPLIANCE EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT							
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD							
				4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT			
COUNTY								8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? ☐ YES ☐ NO			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
		MALE		FEMALE		MALE		FEMALE			
		J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

**THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:**

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

FORM W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

**Business Registration Certification and Public Works Contractor
Registration Certification**

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury,
Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act”, P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

SAMPLE CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01	Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

PUBLIC WORKS CONTRACTOR REGISTRATION

Certificate Number
#####

Registration Date: 11/16/2023
Expiration Date: 11/15/2025



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
NAME, TITLE

2023

Commissioner, Department of Labor and
Workforce Development

NON TRANSFERABLE

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

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

CONTRACT AND AGREEMENT

THIS AGREEMENT made this _____ day of _____, the year of 2026 by and between, THE TOWNSHIP OF WEST ORANGE, in the County of Essex, a municipal corporation of the State of New Jersey, hereinafter called the Owner, party of the first part, and _____ hereinafter called the Contractor, party of the second part:

COVENANT

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part and for their heirs, executors, administrators, successors and assigns as follows:

Note 1. The subheadings are for convenience of reference only and do not form a part of the Contract Documents.

ARTICLE I - CONTRACT INCLUDES

The Contractor, at their own sole cost and expense, shall furnish all labor, materials, and services necessary for constructing the improvements and completing the grading as shown on the Plans and as specified herein. The Contractor will construct, complete and finish the same in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Engineer, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Instructions to Bidders, Proposal, General Conditions of Contract, General Requirements, Specifications and the Plans for the work, which Contract Documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

ARTICLE II - RATE OF PROGRESS AND TIME OF COMPLETION

The Contractor shall within ten (10) calendar days after the date of the execution of the Contract submit a detailed construction schedule establishing dates of starting and completion of various parts of the work. This schedule will establish how the work proposed can be completed within the time limit specified herein. Thenceforth, the rate of progress shall be such that all construction will be completed within ninety (90) calendar days, unless extensions of time are made for the reason and in the manner stated under the terms of the General Conditions of Contract.

ARTICLE III - DAMAGES FOR FAILURE TO COMPLETE ON TIME

The Contractor shall pay to the owner for each and every calendar day that they shall be in default in completing the work ready for service and/or in completing the entire work within the respective times stipulated, unless the times are extended as provided herein, a sum of two hundred dollars (\$200.00).

This sum is hereby agreed upon not as a penalty, but as liquidated damages which the Owner will suffer by reason of such default. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under the Contract.

In the event the Contractor shall fail to complete the work under this Contract on or before said completion date, then any wages paid by the Owner to any inspector or inspectors necessarily employed by the Owner for any services performed subsequent to the aforesaid completion date shall be deducted from the payments otherwise due from the Owner to the Contractor.

ARTICLE IV - PAYMENT

The Owner, in consideration of faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by them of the work embraced in this Contract, in the manner and within the time herein specified and limited and to the satisfaction and approval of the Engineer, the prices stipulated in the said Proposal attached such payment to be made at the times and in the manner herein specified and also agrees to pay, in addition, such amounts as may be agreed upon for modifications and for extra work in accordance with Section 14 of the General Conditions of Contract.

ARTICLE V - PARTIAL AND FINAL ESTIMATES

The Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain two percent (2%) of the amount of each estimate, or the percentage required under New Jersey Statutory Authority, until final completion and acceptance of all work covered by this Contract.

A payment of ninety percent (90%) of the invoiced price of material received at the job site but not incorporated in the work will be included in the monthly estimates, providing the following conditions are satisfied:

1. The materials shall be received in a condition satisfactory for incorporation in the work.
2. The materials shall be stored in such manner that they will not be damaged due to weather, construction operations or any cause.
3. An invoice from the supplier shall be furnished for each item.
4. The Contractor shall furnish written proof of payment of the materials no later than thirty (30) days after receipt of payment.
5. Materials delivered to the job site more than ninety (90) days in advance of their incorporation in the work will not be paid for as materials on hand unless payment is specifically approved by the Engineer.

All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers

of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinbefore designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice, deduct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or their surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect themselves from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d) Damage to another Contractor.

The Engineer shall, as soon as practicable after the completion of the work, make a final certificate of the entire amount of work done under this Contract, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments, and also all percentages and deductions to be retained under any of the provisions of this Contract.

ARTICLE VI - PREVAILING WAGE AND AFFIRMATIVE ACTION REQUIREMENTS

The Contractor shall comply with the provisions of the New Jersey Prevailing Wage Act and shall pay workers employed in the performance of the Contract no less than the minimum wages set forth in the determination of the Commissioner of Labor and Industry, which is marked Appendix A, attached hereto and made a part hereof, and the Contractor shall take such action specified in Section 27 of the General Conditions of the Contract.

The Contractor shall comply with the requirements of Chapter 127 of the Law of New Jersey of 1975 regarding an affirmative action program for equal employment opportunity and the Regulations promulgated thereunder and the Contractor shall take such action specified in Section 26 of the General Conditions of the Contract as is applicable to this Contract.

ARTICLE VII - MISCELLANEOUS PROVISIONS

This Agreement, as set forth herein and in the Contract Documents, constitutes the entire agreement between the Owner and the Contractor, and its terms may not be varied by any employee or agent of the Owner or Contractor.

ARTICLE VIII - DISPUTE RESOLUTION

All claims, controversies and disputes which arise as a result of the work contemplated herein shall be governed by this Article, and shall be resolved pursuant to the procedures described in this Article.

- A. Written Notice. Any claim by the Contractor hereunder must be provided in writing to the Owner, with a copy to the Engineer, within ten (10) days of the discovery of the facts or circumstances upon which a claim is alleged to be based. Failure to provide such written notice shall be deemed a waiver of Contractor's rights hereunder, and shall be a bar to the bringing of any such claim. Verbal notification to the Owner, Engineer or any individuals acting on their behalf shall not be deemed sufficient to comply with this Article.

Every such written notice shall provide a clear and concise description of the facts or circumstances giving rise to the claim, the relief or other action required to remedy the claim, and to the extent known at the time the claim arises, the nature and/or amount of additional costs that may be incurred or additional time for completion that may be required as a result of said claim.

- B. Response to Claim Notice. Upon receipt of the claim, the Owner and the Contractor shall undertake in good faith to resolve the dispute. Within ten (10) days of receipt of a written claim notice, Owner shall respond in writing to Contractor's claim. If the response is sufficient to resolve Contractor's claim, then the parties shall enter into a Memorandum of Claim Resolution (MCR) and said claim will be resolved based upon the terms and conditions included in said MCR. If appropriate, a Change Order may be issued in lieu of an MCR.
- C. If the parties cannot resolve the claim by mutual agreement within fifteen (15) calendar days of the Owner's response, either party shall have the right to request resolution of the dispute by senior management, by providing written notice requesting that a meeting be convened at the job site (or other mutually agreed location), attended by a representative of the Owner, duly authorized to recommend settlement to the governing body, along with a principal of the Contractor and a principal of the Engineer, each of whom shall have the authority to bind their respective firms. Such meeting shall be held not less than ten (10) nor more than fifteen (15) working days after receipt of notice.
- D. In the event that the parties cannot resolve the dispute within twenty (20) days after the first meeting of the principals, then the matter shall be presented to a mutually agreed upon qualified mediator for mediation, pursuant to the Rules of Construction Mediation promulgated by ERI.
- E. Either party shall provide notice to the agreed upon mediator, within ten (1) working days after the time elapsed under "D" above, that the parties have been unable to reach an agreement on the dispute between them. A copy of such notice shall be contemporaneously served upon the other interested parties. Within ten (1) calendar days of the filing of Notice with the mediator, the claiming party shall prepare a clear and concise written statement of the claim, including all supporting documentation and submit it to the mediator with a copy to the other parties. Other parties shall thereafter present a written response to the Affidavit of Claim, singly or jointly, within ten (10) calendar days of receipt thereof. The mediator shall then resolve the matter within forty-five (45) days, unless all parties mutually agree to an extension of time thereof. The mediator shall attempt to reach agreement on an MCR; in the absence of the ability to do so, the mediator shall render a written opinion to all parties. Such opinion shall be admissible in any Court proceedings between or among the parties.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX

ATTEST:

By: _____ (Seal)
Township Clerk

By: _____ (Seal)
Mayor

By: _____ (Seal)
Contractor

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

BOND

KNOW ALL MEN BY THESE PRESENTS that we _____, Principal,
and _____ Surety, are held and
firmly bound unto the TOWNSHIP OF WEST ORANGE, in the COUNTY OF ESSEX, a municipal
corporation of the State of New Jersey, Obligee, in the penal sum of _____
DOLLARS
lawful money of the United States of America, to be paid to the TOWNSHIP OF WEST ORANGE, in
the COUNTY OF ESSEX, for which payment well and truly to be made we hereby jointly and severally
bind ourselves, and our respective heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2026.

The condition of this obligation is such that whereas, the above named Principal did on the _____
day of _____, 2026, enter into a certain Contract with the TOWNSHIP OF WEST ORANGE,
in the COUNTY OF ESSEX, designated as

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HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

which said Contract is made a part of this Bond as though fully set forth herein.

Now, if the above-named Principal shall well and faithfully do and perform all the things agreed by them
to be done and performed under said Contract, according to the terms, covenants and conditions
thereof, all and singular, including the fulfillment of all guarantees, and if the above-named Principal
shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for
labor performed or materials, provisions, provender or other supplies of teams, fuels, oils, implements
or machinery furnished, used or consumed in the carrying forward, performing or completing of said
Contract, and if the above-named Principal shall satisfy any and all claims against the TOWNSHIP OF
WEST ORANGE in the COUNTY OF ESSEX howsoever originating under the said Contract and shall
fully indemnify and save harmless the TOWNSHIP OF WEST ORANGE in the COUNTY OF ESSEX
from any and all cost, loss, damage and expenses, including legal expenses, which the TOWNSHIP
OF WEST ORANGE in the COUNTY OF ESSEX may suffer by reason of the failure of said Principal to
do any of the foregoing, we agreeing and assenting that this undertaking shall be for the benefit of any
subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the
TOWNSHIP OF WEST ORANGE in the COUNTY OF ESSEX, as Obligee, then this obligation shall be
void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount
of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no changes, alterations, modifications, omissions, or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefore or any extension of time for the performance of any of the work covered thereby shall in any way affect the obligation of said Surety on this Bond, and the Surety does hereby waive notice of any and all such changes, alterations, modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Plans or Specifications therefore and of any and all such extensions of time for the performance of any of the work covered thereby.

The purpose of the performance guarantee is to assure the installation of the required improvements, to render the obligor and the Surety liable to the municipality of the reasonable costs of making such improvements if they are not installed properly, and in such case, to provide the means by which the municipality itself may remedy any deficiencies.

Signed, sealed and acknowledged in the presence of:

_____(Seal)
Contractor's Signature

Witness
STATE OF)
) ss:
COUNTY OF)

On this ____ day of _____ in the year 2026,

before me personally came _____, who being known to me
and being of full age and being duly sworn upon their oath deposes and says:

That he resides

at _____,

and that he is the President of

_____,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of
said Corporation, that the seal affixed to said instrument is such Corporate seal; that it was so affixed
by order of the Board of Directors of said Corporation and that he signed their name thereto by like
order.

_____(Seal)
(Signature)

_____(Seal)
(Title)

Subscribed and sworn to

before me this ____ day

of _____, 2026.

Notary Public
Commission expires _____
(Notary Seal)

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

GENERAL CONDITIONS

SECTION 1 - CONTRACT DOCUMENTS

The Contract Documents shall consist of Notice to Bidders, Instructions to Bidders, Proposal, Contract and Agreement, General Conditions of Contract, General Requirements, Specifications and Plans, including all modifications and addenda thereof incorporated in any of the documents before execution of the Contract.

SECTION 2 - SPECIFICATIONS AND SUPPLEMENTARY PLANS

The Specifications and Plans are intended to supplement each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other shall be executed just as if it has been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Engineer. In the event of a conflict in the Plans and Specifications, the Specifications shall be considered as prevailing. Should the Contractor find that anything is omitted from the Specifications and Plans which is necessary for a clear understanding of the work, or that there is an error in either Plans or Specifications, the Contractor shall promptly notify the Engineer. From time to time during the progress of the work the Engineer will furnish supplementary or working drawings as are necessary to show changes or define the work in more detail and these also shall be considered as Contract Plans.

SECTION 3 - DEFINITIONS

The word "Owner" as used herein shall mean the TOWNSHIP OF WEST ORANGE, the "Party of the First Part," acting through its properly authorized representatives.

The word "Engineer" shall mean the engineer designated by the Owner, whether acting directly or through properly authorized agents, inspectors, or representatives of the Engineer, acting within the scope of duties entrusted to them. The word "Addendum" shall mean a modification of the Contract Documents issued in writing by the Engineer prior to the opening of the bids.

The term "NJSS" shall mean the New Jersey Standard Specifications for Road and Bridge Construction, 2019 Edition.

The term "ASTM" shall mean the American Society for Testing and Materials.

The term "AWWA" shall mean the American Water Works Association.

The term "ASA" shall mean the American Standards Association.

The term "IEEE" shall mean the Institute of Electrical and Electronic Engineers, Inc.

The term "NEC" shall mean the National Electric Code of the National Fire Protection Association.

The term "NEMA" shall mean the National Electric Manufacturers Association.

The term "AWS" shall mean the American Welding Society.

The term "BOCA" shall mean Building Code Officials and Code Administration International, Inc.

The term "ACI" shall mean the American Concrete Institute.

The term "NFPA" shall mean the National Fire Protection Association.

The words "as described," "as required," "as permitted," "as allowed," or phrases of like effect or import as used herein shall mean that the direction, requirement, permission, or allowance of the Engineer is intended, and similarly, the words "approved," "reasonable," "suitable," "properly," "satisfactory," or words of like effect or import, unless otherwise particularly specified herein, shall mean approve, reasonable, suitable, properly, or satisfactory in the judgment of the Engineer.

SECTION 4 - ENGINEER'S DECISIONS

All work under this Contract shall be done to the satisfaction of the Engineer who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. The Engineer shall also decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, and as to the intent and purpose of the Contract Plans and Specifications. The determination of the Engineer in all such matters shall be final and binding upon the parties thereto.

SECTION 5 - INSPECTION

The Owner, at their own expense, has appointed and employed the Engineer whose duty it is to observe and inspect, in the Owner's interest, the materials furnished, and the work done as the work progresses in order to insure full and complete compliance with the Contract. It is agreed that the Owner may also, at its pleasure and at its own expense, appoint and employ such other persons as may be necessary for those purposes. The Engineer and all such other persons referred to shall have unrestricted access to all parts of the work and to other places at and in which the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted and shall be given by the Contractor all facilities and assistance required to carry out their work of observation and inspection.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. Nevertheless, the Contractor agrees that any method of procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

The Engineer shall have the authority to reject any work, or materials, or any part thereof, which does not in their opinion conform to the Plans, Drawings, Specifications, and Contract, and it shall be permissible for them to do so at any time during the progress of the work and until its acceptance.

No work shall be done except in the presence of designated representatives of the Owner or the Engineer and no material of any kind shall be used upon the work until it has been inspected and accepted by such duly authorized representatives. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the Plans and Specifications shall be remedied at once regardless of previous inspection.

Such inspections shall not relieve the Contractor from any obligation to perform such work strictly in accordance with the Plans and Specifications and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expense to the Owner without reference to any previous oversight or error in inspection.

It is also understood that representatives of the State shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

SECTION 6 - OBLIGATION OF CONTRACTOR

The Contractor shall, at their own cost and expense, provide any and all manner of superintendence, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage, and make good all injury to the same occurring before the completion of this Contract. The Contractor shall employ only competent people and shall provide an experienced superintendent who shall be present at all time that work is in progress. The Contractor shall also provide experienced foremen on each part of the work.

The Contractor shall, at their own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such of the precautions as may be necessary to protect life, property, and structures, and shall be liable for all damages occasioned in any way by their act or neglect, or that of their agents, employees, or workmen. The Contractor shall provide access at all times to private property.

SECTION 7 - PATENT RIGHTS

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages, arising from the infringement or alleged infringement of any letters patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims that might be involved in the construction of the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at the time for such and shall be liable for any damages or claims for patent infringements; and the Contractor shall at their own expense defend any and all suits or proceedings that may be instituted against patent or patents involved or alleged to be involved in the work and in case of an award of damages, the said Contractor shall pay such award.

SECTION 8 - DEFENSE OF SUITS

In case any action at law or suit in equity may or shall be brought against the Owner or any of its representatives or agents for or on account of the failure, omission, or neglect of the Contractor or their or their employees or agents to do and perform any of the covenants, acts, matters, or things by this Contract undertaken or to be done or performed by the Contractor or their subcontractors, or their or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or their subcontractors, their or their employees or agents, the Contractor shall indemnify and save harmless the Owner, its representatives, agents, and servants of and from all loss, cost, damage, expense, judgment, or decrees whatever arising out of such actions or suits as may or shall be brought as aforesaid.

SECTION 9 - PERMITS, LAWS, AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current ordinances and regulations and City, County, State, or National laws in any way limiting or controlling the actions or operations of these engaged upon the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and legally binding ordinances, laws, and regulations, and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from or based on any violation of the same. The Contractor shall take out and carry appropriate employer's liability insurance and public liability insurance. The Contractor shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract.

SECTION 10 - ASSIGNMENT OF CONTRACT

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising or monies due or to grow due thereunder, without formal approval of the Owner.

SECTION 11 - SUBLETTING

No part of the work embraced in this Contract shall be sublet or in any way removed from the control of the Contractor except with the written consent of the Owner, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

SECTION 12 - COMPLETION OF WORK BY OWNER

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by them, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions of covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under this Contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall within five (5) days of the service of said notice discontinue the work, or such part thereof, and Owner shall thereupon have the power to contract for the completion of the Contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete session of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of their work and to procure other materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Owner out of such monies as may be due or may at any time thereafter grow due to the Contractor by virtue of this Contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or their surety shall pay the amount of such excess to the Owner; and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the Contractor, the Owner shall pay such difference to the Contractor.

SECTION 13 - CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor done and for materials furnished under this Contract, or any alterations or modifications thereof and shall furnish the Owner with satisfactory evidence, when called for by it, that all persons who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an

amount necessary or sufficient within the discretion of the Owner to meet the claims of the persons aforesaid shall be retained, in addition to any other monies due the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

SECTION 14 - MODIFICATIONS AND EXTRA WORK

The Contractor in entering into this Contract understands that the Owner reserves the right to modify the arrangement, character, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Minor changes in the work not involving extra cost and not inconsistent with the purpose of the work may be made by verbal order, but no modifications involving substantial extra work or changes shall be made unless ordered by the Engineer. The Contractor shall and will accept such modifications when ordered in writing by the Engineer, and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation. If such modifications result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made.

SECTION 15 - PAYMENT FOR EXTRA WORK

The Contractor agrees that they will accept as full compensation for extra work, the unit prices bid, where such are applicable; and for such items as are not properly covered by unit prices, a lump sum agreed upon as reasonable by the Engineer and the Contractor. If an agreement cannot be made on payment for extra work on a unit price or lump sum basis, the Contractor will accept as full compensation the necessary labor, including insurance and payroll taxes, equipment rental and materials, plus fifteen (15%) percent which covers superintendence, the use of tools and plant, and other overhead expenses and profit. In case the extra work is performed by a previously approved subcontractor, the total allowance which covers superintendence, the use of tools and plant, and other overhead expenses and profit shall be twenty (20%) percent instead of fifteen (15%) percent as stated above.

Equipment rental charges shall be the prorated charge actually paid by the Contractor in the case where equipment is rented, except that this rental charge shall not exceed the latest rental rates compiled by the Associated Equipment Distributors. If the equipment is owned by the Contractor, the equipment rental charge shall be prorated on the basis of the monthly rates compiled by the Associated Equipment Distributors. All fuel and lubrication costs will be paid for separately.

The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent people. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and agrees that they shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Engineer before the thirtieth (30) day of the month following that during which each specific order was complied with by them.

SECTION 16 - CLAIMS FOR UNAUTHORIZED EXTRA WORK

If the Contractor performs work which he considers is not included under any of the items of the Contract and which has not been specifically ordered in writing by the Owner as extra work, he shall make a claim for extra payment for such work, with detailed cost data to support their claim, within thirty (30) days after the said work is performed. Should such work extend over a period of more than thirty (30) days, he shall submit monthly records of all cost data relating to the claim for extra payment of such work.

SECTION 17 - GUARANTEE

The Contractor agrees the work done under this Contract, and that the materials furnished by them and used in the construction of the same are free from defects or flaws, and the guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the Owner. It is hereby, however, agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

SECTION 18 - REPAIRS FOR ONE YEAR

The Contractor further agrees that he will furnish prior to payment of the final estimate, a certificate from their surety stating that the Performance Bond covers the above one-year guarantee. The Contractor shall make such repairs on the work as may be required by the Contractor's guarantee. In the event the Performance Bond does not provide a one-year guarantee, a separate Maintenance Bond in an amount equal to ten (10%) percent of the amount of the Contract shall be posted.

SECTION 19 - RATE OF PROGRESS AND SEQUENCE OF WORK

The Contractor shall, within ten (10) days after the date of the execution of the Contract, submit a construction schedule showing dates of starting and completion of various parts of work. Thenceforth, the rate of progress shall be such that the whole work will be completed and the grounds cleaned up within the time stated in the Contract.

The Engineer shall direct and order the location and sequence of work. If at any time before the commencement or during the progress of the work, the materials, labor and appliances used or to be used by the Contractor appear to the Engineer to be insufficient or improper for securing the quality of work required or the required rate of progress, the Engineer may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any such increase or efficiency or any such improvements shall not release the Contractor from their obligation to secure the quality of the work or the rate of progress specified.

SECTION 20 - EXTENSION OF TIME

The Contractor expressly covenants and agrees that in undertaking to complete the work sufficiently to permit operation of major units and to complete the entire work within the time stated in the Contract, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions or omissions therein ordered in writing by the Engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other Contractor of the Owner, the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance notify the Engineer thereof in writing, and thereupon and not otherwise the Contractor shall be allowed such reasonable additional time for the completion of the work as the Engineer in their discretion and authority on behalf of the Owner shall award in writing.

SECTION 21 - LIABILITY OF CONTRACTOR FOR EMPLOYEES

Each and every employee of the Contractor, and each and every employee of their subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The

Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work or any part thereof by any such employee, or any such subcontractor, or any materialmen, whatsoever.

SECTION 22 - NO WAIVER OF RIGHTS

No certificate given or payment made under this Contract shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Engineer, or of any representative of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or of materials used therein or therefore, either wholly or in part. Before any final payment shall be allowed, the Contractor will be required, and he hereby agrees, to sign a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Contract, and furthermore that all claims on account of work done and materials furnished under this Contract, and furthermore that all claims for materials provided or labor performed have been paid or satisfactorily secured. No waiver of any breach of this Contract by the Owner or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

SECTION 23 - VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be constructed as entering into or forming a part of, or altering anywise whatsoever the written agreement.

SECTION 24 - RELEASE OF LIABILITY

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner or any employee or agent thereof shall be liable or be held acceptable for damages caused by the Contractor. Acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner and every representative and agent thereof from all claims and liability to the Contractor for anything done or furnished for, or relating to the work or for any act or neglect of the Owner or any person relating to or affecting the work.

SECTION 25 - SUBSTITUTION CLAUSE

Wherever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer may be substituted by the Contractor.

SECTION 26 - AFFIRMATIVE ACTION PROVISION FOR CONSTRUCTION CONTRACTS

Affirmative Action Provisions for Construction Contracts is referenced to PL 1975, C. 127, NJSA 10:5-31 et seq. and NJAC 17:27.

EXHIBIT A

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 NJSA 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 NJAC 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)

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

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
NJSA 10:5-31 ET SEQ., (PL 1975, C. 127)
NJAC 17:27

CONSTRUCTION CONTRACTS

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

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

agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

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

SECTION 27 - PREVAILING WAGES

A. Payment of Prevailing Wages

In accordance with the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, the Contractor and any subcontractor shall pay to workmen wages which are not less than the prevailing wages set forth herein and made a part of this Contract. In the event that any such prevailing wage is increased prior to the award of this Contract, then the increased prevailing wage or wages shall apply and supersede those set forth herein.

B. Failure to Pay Prevailing Wages

In the event that it is found that any workmen employed by the Contractor or any subcontractor pursuant to this Contract is paid less than the required wage, then the Owner may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and the Owner may then prosecute the work to completion or otherwise. The Contractor and the Surety shall be liable to the Owner for any excess costs occasioned to the Owner by reason of termination of the Contract and completion of the work in accordance with this provision.

C. Posting and Records of Prevailing Wages

The Contractor and any subcontractor shall post the various prevailing wages for each craft, trade or classification of workmen, including the effective dates of any changes thereof in a prominent and easily accessible place at the site of the work and at such place or places as are used for the payment of wages to workmen.

The Contractor and any subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by the Contractor or subcontractor, as the case may be, in connection with the performance of this Contract for two (2) years from the date of payment.

D. Certifications of Wages Due

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

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

NJDOT MA 2025
HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE
IMPROVEMENTS PROJECT

GENERAL REQUIREMENTS

1. LOCATION AND DESCRIPTION OF WORK

The work generally consists of road reconstruction improvements, approximately 6,500 LF of new curb, approximately 12,000 SY of pavement milling, installation of approximately 1,700 tons of hot mix asphalt overlay, approximately 1,600 SY of concrete sidewalk, pavement markings, ADA compliant ramps, and regulatory and warning signage; all in accordance with the form of proposal, contract and specifications prepared by Greenman-Pedersen, Inc. (GPI), 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey.

2. LINES AND GRADES

The Contractor is responsible for performing the construction stakeout as part of the project. Grade sheets will be required where noted on the Construction Plans.

3. EXPLOSIVES AND BLASTING

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State, County or Local government and with such additional regulations as the Engineer may require. Blasting shall be conducted so as not to endanger persons or property; and unless otherwise permitted, the Contractor shall be responsible for and shall make good any damage of whatever nature caused by blasting or accidental explosions.

4. WORKING CONDITIONS

The Contractor shall provide working conditions on each operation that shall be safe and as healthful as the nature of the work permits. They shall inform themselves of and shall comply with all safety and sanitary rules, laws and regulations. The Contractor shall maintain a safe drinking water supply readily available to all workers.

A sufficient number of chemical type sanitary structures shall be provided for workmen on the project. They shall be located near the points of work. They shall be cleaned daily and shall be adequately serviced.

5. CARE AND PROTECTION OF WORK

From the commencement of work until the completion of the same, the Contractor shall be solely responsible for the protection and care of the work covered by the Contract and for the material delivered to the site. All injury, damage or loss of the same from whatever cause, shall be made good at their expense. The Contractor shall take all necessary precautions to prevent injury or damage to the work by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to approval by the Engineer.

6. SHOP DRAWINGS

The Contractor shall furnish shop drawings, descriptive literature and other required information for all manufactured items. Five (5) copies shall be submitted to the Engineer for approval prior to fabrication. Approval by the Engineer of shop drawings for any material apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviations. Prior to the submittal of shop drawings of manufactured items, the Contractor shall check and approve the drawings. He shall indicate their approval by initials and date, and shall also indicate by reference the specifications and/or plan which covers the item.

7. MATERIALS AND MANUFACTURED ARTICLES

All material and workmanship shall be subject to the approval of the Engineer and shall be in conformity with the approved modern practice.

Wherever available, only manufactured and farm products of the United States shall be used in the performance of the work.

When a reference is made in the Contract Documents to standards or specifications of associations such as AWWA, ASTM or others, the provisions of the latest revision of the standard or specifications shall be applicable.

In all cases, new materials in first-class condition shall be used, unless this provision is waived by notice from the Owner or the Engineer in writing. In general, wherever the Contract Documents show or specify a particular make of material, manufactured article, device or equipment, it shall be regarded as a standard.

If two or more makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other.

Any other make of material, manufactured article, device or equipment which is the recognized equal of that specified and is suitable for the purpose intended, will be accepted upon approval by the Engineer, whose decision shall be final.

In the event the Contractor obtains the Engineer's approval for the use of equipment other than that which is shown on the plans or specified herein, the Contractor shall at their own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

8. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

9. NIGHT AND SUNDAY WORK

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 PM and 7:00 AM, nor on Sunday, except as necessary for the proper care and protection of work

already performed. If it shall become absolutely necessary to perform work at night or on Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

10. CONTRACTOR'S OFFICE

The Contractor shall not be required to maintain an office at the site of the work during the period of construction. Copies of the Contract and working drawings and of the specifications shall be maintained at the project site by the Contractor at all times while work is progressing.

11. RESIDENT ENGINEER'S OFFICE

It will not be necessary for the Contractor to construct or maintain an office for the sole use of the Resident Engineer.

12. SANITARY, WATER SUPPLY AND ELECTRICAL ENERGY REQUIREMENTS

The Contractor shall provide at convenient places on or near the work proper sanitary accommodations. They will be subject to the inspection of the Engineer and shall at all times be constructed and maintained in a manner satisfactory to them and their use shall be strictly enforced. The Contractor shall make their own arrangements for obtaining the electrical energy and a water supply necessary for construction purposes.

13. PUBLIC SAFEGUARDS

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly, nor shall it be wholly obstructed at any point. The Contractor further agrees to be responsible for all legal notices and signals to the public of the state of the roads while the work is in progress, providing watchmen, barricades, red lights, danger and warning signs and such other precautions necessary to protect life and property in accordance with the "Manual on Uniform Traffic Control Devices".

14. STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building as directed by the Engineer. Stored material shall be located so as to facilitate prompt inspection.

15. BARRIERS

The Contractor will be responsible for the satisfactory repair and maintenance of all fences, walls, driveways, barriers crossed or damaged by them during the course of construction.

16. PROPERTY MARKERS DISTURBED

The Contractor shall, at their own expense, retain the services of a licensed surveyor to replace property markers on or adjacent to privately owned property which have been disturbed during the course of construction.

17. COOPERATION WITH UTILITIES

It shall be the responsibility of the Contractor to arrange for all utility work essential for the completion of the project and to coordinate the work carried on by public utilities with their own work in order to eliminate delay of the project. The Contractor shall cooperate with the utility company in the removal, relocation and replacement of such structures. Wherever underground utilities are encountered, the Contractor shall take special precautions to prevent breakage and interruption of service. Where such lines require relocation before the work can proceed, the UTILITY COMPANY shall be promptly notified of the fact and will relocate such lines. It shall also be the Contractor's responsibility to assure that any work done by public utilities or their contractors is in conformity with the Plans and Specifications for the project. No compensation or extension of contract time will be allowed the Contractor for corrective measures required by the Engineer for delays to the work caused by failure to comply with this provision.

It shall be the Contractor's responsibility to assure that all excavation and backfilling for all subsurface installations including those of the utility companies, shall be done in accordance with the Specifications, including restoration of road surface until such time as the removal of existing pavement is necessary for reconstruction of the road.

Failure of the Contractor to take proper action to correct any defective work, materials, operations and/or maintenance of traffic, all as specified herein, within the time specified by the Engineer, will be cause for the Engineer to halt work and have same done by others at the expense of the Contractor with no extension of contract time permitted.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall be represented on the project site at all times when work is in progress by an experienced superintendent. Only skilled foremen and workmen shall be employed on work requiring special qualifications.

19. CLEANUP

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cutoffs, drinking cups and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed. Upon the completion of the work and before acceptances and final payment shall be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the sites and adjacent property all surplus and discarded materials, rubbish and temporary structures. The Contractor shall restore in an acceptable manner all property which has been damaged during the prosecution of the work and leave the whole in a neat and presentable condition. There shall be no extra payment for cleanup, said costs to be included in the prices bid for the various items.

20. EXCAVATED AND WASTE MATERIAL

Unless otherwise directed by the Engineer, the Contractor shall be responsible, at their own cost and expense, for the removal from the site of the work, as well as disposal in a manner meeting all requirements of law, of all excess excavated material and all other waste material generated during the performance of the Contract.

21. NOTICE TO RESIDENTS

It shall be the sole responsibility of the Contractor to notify any resident at least 24 hours in advance when access to this driveway or property will be restricted. The notice shall be in

writing and shall state the date, reason and approximate length of time of the inconvenience.

22. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall plan and carry out their work to provide for the convenient and safe passage of both vehicular and pedestrian traffic through the worksite area and along all detours if necessary.

As noted on the Construction Plans, the road will be permitted to be closed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Contractor shall furnish, erect or place, and maintain, in good condition, barricades, signs, lights, traffic cones, barrels and pavement markings, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic or to completed work. This plan shall be reviewed and subject to approval by the Engineer.

No outside employment job can be accepted without pre-payment of all necessary fees. If for unknown reasons the officers must work past the time requested, you will be billed for the extra time. When the officer works less than the time requested and you have pre-paid all fees required, you will be issued a refund.

23. COORDINATION WITH TOWNSHIP OPERATIONS

The Contractor shall perform their work so as not to disrupt the day to day use of the facilities. The work shall be coordinated with the Maintenance Supervisor who is to be notified in advance of specific work items that the Contractor will perform.

PREVAILING WAGE RATES



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information :

W = Wage Rate per Hour **B** = Fringe Benefit Rate per Hour* **T** = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

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

County - ESSEX

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ESSEX

Craft: Boilermaker

PREVAILING WAGE RATE

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

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

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

County - ESSEX

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 - ESSEX

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - ESSEX

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/13/25
Deputy Foreman	W52.60 B38.68 T91.28
Foreman	W57.35 B38.68 T96.03
Journeyman	W49.60 B38.68 T88.28

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.66	5.83	6.41	6.99	25.90	27.73	29.57	31.38		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ESSEX

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

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

County - ESSEX

Craft: Carpenter

PREVAILING WAGE RATE

	06/03/25
Foreman	W66.03 B39.70 T105.73
General Foreman	W74.65 B44.81 T119.46
Journeyman	W57.42 B34.60 T92.02

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage	for all	intervals	+ \$0.58			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES

Yearly 40% 55% 65% 80%

Benefits 59.25% of apprentice wage rate for all intervals + \$0.58

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.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

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

SHIFT DIFFERENTIALS:

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

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

County - ESSEX

of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

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

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

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

County - ESSEX

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/25
Foreman	W66.03 B39.62 T105.65
Journeyman	W57.42 B34.52 T91.94

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25%	of	Appren	tice	Wage Rate	for all	intervals	+ \$0.50		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
Yearly 40% 55% 65% 80%
Benefits 59.25% of apprentice wage rate for all intervals + \$0.50.

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

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

County - ESSEX

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

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

County - ESSEX

Craft: Cement Mason	PREVAILING WAGE RATE
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See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason	COMMENTS/NOTES
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See "Bricklayer, Stone Mason" Rates

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

County - ESSEX

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/01/25
Foreman	W50.11 B31.61 T81.72
General Foreman	W54.66 B31.61 T86.27
Journeyman	W45.55 B31.61 T77.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	9.84	9.84	12.55	12.55	13.65	13.65	16.55	16.55		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ESSEX

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - ESSEX

Craft: Diver PREVAILING WAGE RATE

	05/01/25
Diver	W65.97 B53.74 T119.71
Tender	W54.23 B53.74 T107.97

Craft: Diver COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage
60-74 feet: + \$0.25 per foot
75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$1.00 per foot
126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

126-200 feet: + \$1.50 per foot
201-275 feet: + \$1.75 per foot
276-350 feet: + \$2.00 per foot
351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - ESSEX

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/25
Foreman	W62.36 B53.74 T116.10
Foreman (Concrete Form Work)	W61.26 B40.39 T101.65
Journeyman	W54.23 B53.74 T107.97
Journeyman (Concrete Form Work)	W53.27 B40.39 T93.66

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	21.69	27.12	35.25	43.38						
Benefits	35.34	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders/Pile Drivers on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders/Pile Drivers, there may be 1 apprentice for every 5 Dockbuilders/Pile Drivers.

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	21.31	26.64	34.63	42.62
Benefits	27.41 for all intervals			

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one foreman and one journeyman on drilled or bored soldier piles.
- There shall be one foreman and not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be one foreman and not less than one journeyman per rig on all earth retention tie-back and anchors.
- There shall be one foreman and three journeymen for driving of piles 60 feet or less. As part of the crew, one may be an apprentice.

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

County - ESSEX

CREOSOTE HANDLING:

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - ESSEX

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/13/25
Foreman	W49.36 B31.65 T81.01
General Foreman	W51.60 B31.65 T83.25
Journeyman	W44.87 B31.65 T76.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.44	29.17	35.90	40.38						
Benefits	17.98	17.98	17.98	17.98						

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 - ESSEX

Craft: Electrician

PREVAILING WAGE RATE

	06/18/25	06/02/26	06/02/27	06/02/28
Assistant General Foreman	W79.25 B50.32 T129.57	W82.24 B52.22 T134.46	W85.22 B54.11 T139.33	W88.21 B56.01 T144.22
Foreman	W76.00 B48.26 T124.26	W78.87 B50.08 T128.95	W81.72 B51.89 T133.61	W84.59 B53.71 T138.30
General Foreman (150 + Journeyman workers on job site)	W87.70 B55.69 T143.39	W91.00 B57.79 T148.79	W94.30 B59.88 T154.18	W97.61 B61.98 T159.59
General Foreman (23-149 Journeyman workers on job site)	W81.85 B51.97 T133.82	W84.94 B53.94 T138.88	W88.01 B55.89 T143.90	W91.10 B57.85 T148.95
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W76.00 B48.26 T124.26	W78.87 B50.08 T128.95	W81.72 B51.89 T133.61	W84.59 B53.71 T138.30
Journeyman on Radio Tower Work	W79.25 B50.32 T129.57	W82.24 B52.22 T134.46	W85.22 B54.11 T139.33	W88.21 B56.01 T144.22
Journeyman Wireman	W64.96 B41.25 T106.21	W67.41 B42.81 T110.22	W69.85 B44.35 T114.20	W72.30 B45.91 T118.21
Layout Man	W70.81 B44.96 T115.77	W73.48 B46.66 T120.14	W76.14 B48.35 T124.49	W78.81 B50.04 T128.85

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	20.79	27.28	33.78	40.28	46.77					
Benefit =	13.20	17.32	21.45	25.58	29.70					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-2-26:

INTERVAL	PERIOD AND RATES				
Yearly	21.57	28.31	35.05	41.79	48.54
Benefits	13.70	17.98	22.26	26.54	30.82

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

County - ESSEX

APPRENTICE RATE SCHEDULE AS OF 6-2-27:

INTERVAL	PERIOD AND RATES				
Yearly	23.05	30.04	37.02	44.01	50.99
Benefits	14.87	19.38	23.88	28.39	32.89

APPRENTICE RATE SCHEDULE AS OF 6-2-28:

INTERVAL	PERIOD AND RATES				
Yearly	23.86	31.09	38.32	45.55	52.78
Benefits	15.39	20.05	24.72	29.38	34.04

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:

- 40 feet above ground/floor: +22% of the Total Rate
- Transmission towers, and Smokestacks: +22% 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 10 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. In addition, a "flex start time" can begin at 7:00 AM or 7:30 AM for 8 hours, just as long as the "flex start time" is for a minimum of 5 days.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 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: (between 12:30 AM and 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.
- Four 10-hour days may be worked, Monday through Thursday, between 7:00 AM and 6:30 PM, at straight time.

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 - ESSEX

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/11/25
Journeyman Technician (1-2 workers on job)	W49.48 B30.93 T80.41
Master Tech./Gen. Foreman (over 25 workers on job)	W64.82 B40.51 T105.33
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W59.38 B37.11 T96.49
Technician A/Foreman (9-15 workers on job)	W56.90 B35.56 T92.46
Technician B/Foreman (4-8 workers on job)	W54.43 B34.02 T88.45
Technician C/Foreman (3 workers on job)	W51.95 B32.47 T84.42

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Benefit			62.5% of	Journeyman	Tech.	wage	rate			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

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.

The regular workday is 8 hours, between 8:00 AM and 5:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 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: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the

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

County - ESSEX

regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours before or outside 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. Hours in excess of 10 on Saturday and all hours worked on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked between Monday and Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working during the four 10-hour day schedule.

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. Saturday holidays will be observed the preceding Friday.

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

County - ESSEX

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - ESSEX

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	07/02/25	06/01/26	05/31/27	05/29/28
Assistant General Foreman, Journeyman on Radio Tower Work	W79.62 B49.96 T129.58	W82.62 B51.84 T134.46	W85.62 B53.73 T139.35	W88.61 B55.60 T144.21
Foreman, Cable Splicer, Crane Operator, Welder	W76.35 B47.92 T124.27	W79.23 B49.72 T128.95	W82.11 B51.52 T133.63	W84.98 B53.32 T138.30
General Foreman (150 + Journeyman workers on job site)	W88.10 B55.28 T143.38	W91.42 B57.37 T148.79	W94.74 B59.45 T154.19	W98.05 B61.53 T159.58
General Foreman (23-149 Journeyman workers on job site)	W82.23 B51.60 T133.83	W85.33 B53.54 T138.87	W88.43 B55.49 T143.92	W91.51 B57.42 T148.93
Groundman	W43.72 B27.44 T71.16	W45.37 B28.47 T73.84	W47.02 B29.51 T76.53	W48.66 B30.54 T79.20
Journeyman Layout Man	W71.13 B44.63 T115.76	W73.81 B46.32 T120.13	W76.50 B48.00 T124.50	W79.17 B49.68 T128.85
Journeyman Lineman, Equipment Repair, Serviceman	W65.26 B40.95 T106.21	W67.72 B42.49 T110.21	W70.18 B44.04 T114.22	W72.63 B45.58 T118.21

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	39.81	43.07	46.33	49.60	52.86	56.12	59.39			
Benefits	62.75%	of	Appren	tice	Wage	Rate				

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

Interval Period and Rates
Yearly \$41.31 \$44.70 \$48.08 \$51.47 \$54.85 \$58.24 \$61.63
Benefits 62.75% of apprentice wage rate

APPRENTICE RATE SCHEDULE AS OF 5-31-27:

Interval Period and Rates
Yearly \$43.51 \$47.02 \$50.53 \$54.04 \$57.55 \$61.06 \$64.57

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

County - ESSEX

Benefits 63.75% of apprentice wage rate

APPRENTICE RATE SCHEDULE AS OF 5-29-28:

Interval	Period and Rates						
Yearly	\$45.03	\$48.66	\$52.29	\$55.93	\$59.56	\$63.19	\$66.82
Benefits	63.75% of apprentice wage rate						

The regular workday is 8 hours, between 8:00 AM and 4:30 PM. In addition, a "flex start time" can begin at 7:00 AM or 7:30 AM for 8 hours, just as long as the "flex start time" is for a minimum of 5 days.

HIGH WORK:

40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.

Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:

On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.

On any job where there are 2 or more electricians, 1 shall be a Foreman.

On all jobs, every 11 electricians shall have 1 designated a Foreman.

On any job where there are 23 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

County - ESSEX

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	70% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

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

County - ESSEX

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	34.59	37.47	40.36	43.24	46.12	49.00	51.89			
Benefits	31.56	33.45	35.32	37.21	39.08	40.98	42.85			

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 - ESSEX

Craft: Elevator Constructor

PREVAILING WAGE RATE

	08/26/25	03/17/26	03/17/27	03/17/28
Journeyman	W83.27 B47.65 T130.92	W86.43 B48.96 T135.39	W89.76 B50.27 T140.03	W92.93 B51.92 T144.85

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35.73	45.80	54.13	62.45						
Benefits	36.90	37.99	39.70	41.40						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

INTERVAL	PERIOD AND RATES			
Yearly	37.10	47.54	56.18	64.82
Benefits	37.66	38.80	40.60	42.39

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

INTERVAL	PERIOD AND RATES			
Yearly	38.54	49.37	58.34	67.32
Benefits	38.42	39.62	41.50	43.39

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

INTERVAL	PERIOD AND RATES			
Yearly	39.90	51.11	60.41	69.70
Benefits	39.67	40.91	42.86	44.81

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

County - ESSEX

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	08/26/25	03/17/26	03/17/27	03/17/28
Journeyman	W65.54 B46.47 T112.01	W68.06 B47.73 T115.79	W70.72 B49.00 T119.72	W73.20 B50.61 T123.81

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35.73	36.05	42.60	49.16						
Benefits	36.88	37.58	39.20	40.83						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

INTERVAL	PERIOD AND RATES				
Yearly	37.10	37.43	44.24	51.05	
Benefits	37.63	38.37	40.09	41.81	

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

INTERVAL	PERIOD AND RATES				
Yearly	38.54	38.90	45.97	53.04	
Benefits	38.39	39.17	40.98	42.79	

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

INTERVAL	PERIOD AND RATES				
Yearly	39.90	40.26	47.58	54.90	
Benefits	39.65	40.45	42.32	44.18	

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.

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

County - ESSEX

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 - ESSEX

Craft: Glazier PREVAILING WAGE RATE

	05/01/25
* Leadman	W54.68 B33.23 T87.91
Foreman	W56.68 B33.47 T90.15
General Foreman	W58.68 B33.71 T92.39
Journeyman	W52.68 B32.99 T85.67

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	13.67	13.67	15.45	15.45	18.92	18.92	20.65	20.65		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - ESSEX

rate.

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

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

County - ESSEX

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	12/18/25
Foreman	W63.27 B41.92 T105.19
General Foreman	W65.61 B43.03 T108.64
Journeyman	W60.74 B41.36 T102.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	28.70	33.99	40.83	47.61						
Benefits	25.32	28.78	31.53	34.39						

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 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 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 - ESSEX

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	12/18/25
Asbestos Helper Abatement	W36.89 B24.92 T61.81

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 placing material in appropriate containers.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 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 Saturdays, 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 - ESSEX

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/01/26
Foreman	W0.00 B0.00 T104.20
General Foreman	W0.00 B0.00 T106.70
Journeyman	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - ESSEX

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 - ESSEX

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/01/26
Foreman	W0.00 B0.00 T90.59
General Foreman	W0.00 B0.00 T93.09
Journeyman	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - ESSEX

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 - ESSEX

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/01/26
Foreman	W0.00 B0.00 T91.29
General Foreman	W0.00 B0.00 T93.79
Journeyman	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - ESSEX

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 - ESSEX

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/25
Rod/Fence Foreman	W54.94 B51.87 T106.81
Rod/Fence Journeyman	W49.94 B51.87 T101.81
Structural Foreman	W57.47 B51.87 T109.34
Structural Journeyman	W52.24 B51.87 T104.11

Craft: Ironworker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeymen	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker

COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

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

FOREMAN REQUIREMENTS:

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for four days or less (unless working a four 10-day day shift) on all projects bid after July 1, 2024, that shift shall be paid time and one-half the regular rate, inclusive of benefits. However, when an irregular shift is established at five 8-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift is established at four 10-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift extends into Saturday, time and one-half shall be paid on the regular rate, inclusive of benefits, beginning at

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

County - ESSEX

midnight (12:00 am) for the duration of the shift. A Sunday shift that extends into Monday shall be paid at double the regular rate, inclusive of benefits, until 12:00 am on Monday, at which time the 15% shift differential will apply to the regular rate.

OVERTIME:

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

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

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

County - ESSEX

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/01/25
Foreman	W46.44 B26.21 T72.65
Journeyman (Handler)	W41.28 B26.21 T67.49

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.47	28.55	32.62	36.70						
Benefits	22.31	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

County - ESSEX

Craft: Laborer - Building

PREVAILING WAGE RATE

	06/18/25
Class A Journeyman	W40.25 B33.87 T74.12
Class B Journeyman	W39.25 B33.87 T73.12
Class C Journeyman	W33.36 B33.87 T67.23
Foreman	W45.28 B33.87 T79.15
General Foreman	W50.31 B33.87 T84.18

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	30.62	30.62	30.62	30.62						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

County - ESSEX

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

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

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

County - ESSEX

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	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.

As of 3-1-25, benefits shall be 26.13.

As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

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

County - ESSEX

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/25	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.00 B5.45 T41.45	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.00 B5.45 T43.45	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.00 B5.45 T37.45	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As shown	800 hours	600 hours	600 hours							
wage & benefit	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation

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

County - ESSEX

to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CAT5, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

County - ESSEX

Craft: Millwright

PREVAILING WAGE RATE

	05/01/25
Foreman	W67.67 B40.72 T108.39
Journeyman	W58.84 B35.49 T94.33

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.63		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

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

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

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

County - ESSEX

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer

COMMENTS/NOTES

Operating Engineer rates are located in the "Statewide" rate package.

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

County - ESSEX

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

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

County - ESSEX

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/01/25
Apprentice (1st year)	W32.04 B17.68 T49.72
Apprentice (2nd year)	W36.55 B28.63 T65.18
Foreman (Charge Person)	W46.12 B29.41 T75.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W41.35 B29.41 T70.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W45.12 B29.41 T74.53

Craft: Painter - Line Striping

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

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

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

County - ESSEX

Craft: Paperhanger

PREVAILING WAGE RATE

	05/01/25
Foreman	W55.12 B31.61 T86.73
Journeyman	W50.11 B31.61 T81.72

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMMER	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - ESSEX

Craft: Pipefitter

PREVAILING WAGE RATE

	05/06/25
Foreman	W60.59 B54.63 T115.22
Journeyman	W56.34 B50.80 T107.14

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefit	28.73	32.11	35.49	38.87	42.25					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME:

- All hours worked in excess of 8 per day, Monday through Friday, and all hours worked on Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sunday and holidays shall be paid at double time, inclusive of benefits.
- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

SHIFT DIFFERENTIAL (Maintenance Work Only):

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME (Maintenance Work Only):

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All

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

County - ESSEX

hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

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

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

County - ESSEX

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

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

County - ESSEX

Craft: Plumber

PREVAILING WAGE RATE

	05/01/25
Foreman	W67.06 B45.40 T112.46
General Foreman	W71.40 B45.40 T116.80
Journeyman	W62.09 B45.40 T107.49

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefits	19.23	25.20	27.57	29.95	32.32					

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.

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

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the 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 - ESSEX

Craft: Roofer PREVAILING WAGE RATE

	06/01/25
Foreman	W48.77 B33.34 T82.11
Journeyman	W45.77 B33.34 T79.11

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.80	22.26	26.71	28.94	31.16	33.39	35.62	40.07		
Benefits	2.19	2.19	28.34	28.34	28.34	28.34	28.34	28.34		

Ratio of Apprentices to Journeymen - *

* [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof

[B] For roofing jobs on new built up roofs: 1:3 or fraction thereof

[C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof

[D] For re-roofing jobs {not requiring complete removal of existing systems; installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-25:

INTERVAL	PERIOD AND RATES									
6 Months	18.30	22.88	27.46	29.75	32.03	34.33	36.62	41.19		
Benefits	2.44	2.44	29.09	29.09	29.09	29.09	29.09	29.09		

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - ESSEX

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/03/25
Foreman	W46.50 B46.30 T92.80
Journeyman	W43.50 B46.30 T89.80

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	15.35	17.52	19.67	21.83	24.51	26.71	28.93	31.12	33.34	35.53

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 due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

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

County - ESSEX

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	07/02/25
Foreman	W63.84 B51.93 T115.77
General Foreman	W64.84 B51.93 T116.77
Journeyman	W59.84 B51.93 T111.77

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	45%	48%	52%	65%	of	Journey	man	Wage	Rate	
Benefit	45%	48%	52%	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 - ESSEX

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/09/26
Foreman	W74.77 B43.55 T118.32
General Foreman	W78.36 B43.55 T121.91
Journeyman	W69.97 B43.55 T113.52

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval		Period and Rates									
1000 Hrs.	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%	
Ben.	16.10	16.10	33.55	33.55	33.55	33.55	Intervals	7-10	Journey.	Ben.	

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval		Period and Rates									
1000 Hrs.	30%	35%	40%	45%	50%	55%	60%	70%	85%	95%	
Ben.	16.10	16.10	33.55	33.55	33.55	33.55	Intervals	7-10	Journey.	Ben.	

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be

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

County - ESSEX

paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, 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 - ESSEX

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/09/26
Finisher	W50.72 B38.40 T89.12

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.39	41.07	44.49	47.91	51.33	53.73	65.21			
Benefits	28.66	31.76	32.53	33.31	34.08	40.86	41.17			

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King 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 - ESSEX

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	06/19/25
Finisher	W50.05 B33.90 T83.95
Setter	W64.90 B37.28 T102.18

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - ESSEX

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/09/26
Tile Setter	W65.21 B41.17 T106.38

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.39	41.07	44.49	47.91	51.33	53.73	65.21			
Benefits	28.66	31.76	32.53	33.31	34.08	40.86	41.17			

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, Martin Luther King 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 - ESSEX

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/26
Grinder or Assistant	W60.67 B43.36 T104.03
Mechanic	W62.27 B43.38 T105.65
Terrazzo Resinous Worker	W51.68 B35.61 T87.29

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

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, Martin Luther King Day, Presidents' Day, Good Friday, Easter Sunday, 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 - ESSEX

Craft: Truck Driver

PREVAILING WAGE RATE

	05/16/25	05/01/26	05/01/27
Bucket, Utility, Pick-up, Fuel Delivery trucks	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Dump truck, Asphalt Distributor, Tack Spreader	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Euclid-type vehicles (large, off-road equipment)	W46.51 B45.28 T91.79	W47.51 B47.28 T94.79	W48.51 B49.03 T97.54
Helper on Asphalt Distributor truck	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Low Boy Driver	W48.51 B45.28 T93.79	W49.51 B47.28 T96.79	W50.51 B49.03 T99.54
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Straight 3-axle truck	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Tractor Trailer (all types)	W46.51 B45.28 T91.79	W47.51 B47.28 T94.79	W48.51 B49.03 T97.54
Vacuum or Vac-All truck (entire unit)	W46.41 B45.28 T91.69	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Winch Trailer	W46.61 B45.28 T91.89	W47.61 B47.28 T94.89	W48.61 B49.03 T97.64

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

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

County - ESSEX

TRUCK FOREMAN: \$1.00 per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$5.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$5.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be \$45.03.
- Benefits on overtime on 5-1-26 shall be \$47.03.
- Benefits on overtime on 5-1-27 shall be \$48.78.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor 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 - ESSEX

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/16/25	05/01/26	05/01/27
Driver	W37.12 B45.28 T82.40	W37.82 B47.28 T85.10	W38.72 B49.03 T87.75

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.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

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 Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, 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 - ESSEX

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2025

Rate	Fringe	Total
52.88	40.40	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
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OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.46	40.40	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.54	40.40	103.94

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.22	40.40	108.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft.
and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
67.22	40.40	107.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from
100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.72	40.40	104.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
66.22	40.40	106.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.72	40.40	103.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.35	40.40	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.29	40.40	101.69

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.63	40.40	99.03

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
57.10	40.40	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.34	40.40	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.91	40.40	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.05	40.40	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2025

Rate	Fringe	Total
70.24	40.40	110.64

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.58	40.40	108.98

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2025

Rate	Fringe	Total
64.08	40.40	104.48

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
54.88	40.40	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	104.13	107.82

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	103.94	107.63

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	103.44	107.13

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.47	40.40	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.63	40.40	94.03

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
52.05	28.95	81.00	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
50.10	28.95	79.05	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
48.40	28.95	77.35	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
49.05	28.95	78.00	80.75

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
46.95	28.95	75.90	78.65

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:
Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows :

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/21/2025

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/21/2025

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:

10/21/2025

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH

Rates Expiration Date :

Effective Dates:

03/01/2025			03/03/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and /or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/18/2025

Rate	Fringe	Total
33.84	25.47	59.31

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :** _____

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

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

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.

Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :** _____

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	118.48	122.61

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	117.13	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	116.91	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SUPPLEMENTAL SPECIFICATIONS

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

**FY 2019 Edition
Revision 39: February 2026**

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

SUPPLEMENTAL SPECIFICATIONS

FOR THE

HELEN AVENUE, LAWRENCE AVENUE, FLORENCE PLACE AND LOWELL AVENUE IMPROVEMENTS PROJECT

PREPARED FOR:

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
NEW JERSEY**

PREPARED BY:

GREENMAN-PEDERSEN, INC.

**ANDREW CANGIANO, PE, CME
NJ PROFESSIONAL ENGINEER LICENSE NO. 43111**

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

The Supplementary Specifications are as follows:

PART I. ROADWAY AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

Pages 1 to 76 inclusive.

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

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

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

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

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

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

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

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

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

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

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

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)

[SBE GOAL REQUEST FORM](#)
[CLASS CODE WORKSHEET](#)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. [Payroll Requirements](#) for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. [Americans with Disabilities Act](#) Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

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

100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

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

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

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

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

Completion. When all of the following have occurred:

PART (1) IS CHANGED TO:

1. The Work has been satisfactorily completed in all respects according to the Contract including landscaping Items listed in 811.04, removal of SESC measures, FINAL CLEANUP, and repair of unacceptable work.

Township or Department. TOWNSHIP OF WEST ORANGE , as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

ME.The intent and meaning is changed to:TOWNSHIP OF WEST ORANGE Engineer or his duly authorized representative.

pavement structure. The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed. These various courses are defined as follows:

1. pavement. One or more layers of specified material of designed thickness at the top of the pavement structure.
2. base course. One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. subbase. One or more layers of specified material of designed thickness placed on the subgrade.

Plans. The advertised plans as amended by addenda and Change of Plan. This includes the latest version of the Standard Construction Details. Certified working drawings are not Plans.

RE The intent and meaning is changed to: TOWNSHIP OF WEST ORANGE Engineer or his duly authorized representative.

Specifications. The compilation of provisions and requirements for the performance of prescribed work contained in the Standard Specifications, as supplemented by the Supplemental Specifications/Special Provisions, as modified by addenda, which before receipt of bids are posted on the bid notice webpage (See Section 101.04).

1. Standard Specifications. 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, approved for general application and repetitive use.
2. Supplemental Specifications. Approved additions and revisions to the Standard Specifications plus revisions and additions applicable to an individual project.

State. The intent and meaning is changed to: TOWNSHIP OF WEST ORANGE.

THE FOLLOWING TERMS ARE ADDED.

Commissioner. The intent and meaning is changed to: The MAYOR & COMMITTEE of THE TOWNSHIP OF WEST ORANGE.

Engineer. The intent and meaning is changed to: The TOWNSHIP OF WEST ORANGE Engineer or his duly authorized representative.

Major and Minor Pay Items. The term “Major Pay Item” means any Pay Item having an original Contract value in excess of ten percent of the Total Contract Price and those items specifically designated as “Major Pay Items” as specified in 104.03.03. The original Contract value of a Pay Item equals the per unit price bid for said Pay Item multiplied by the estimated quantity of such item contained in the Proposal Form. All other Pay Items shall be considered “Minor Pay Items.”

Special Provisions. Special Provisions shall be synonymous with all documents provided by the bidding authority.

THE FOLLOWING IS OMITTED:

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

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

ADD THE FOLLOWING TERM:

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

REVISE THE FOLLOWING TERM:

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

101.04 INQUIRIES REGARDING THE PROJECT

THIS SUBSECTION IS CHANGED TO:

Submit inquiries regarding the various types of work in this contract to prior to the bid opening:

Panayiota Reynolds, QPA
Department of Purchasing
Township of West Orange
66 Main Street

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

West Orange, NJ 07052
Phone (973) 325-4160
Fax (973) 669-9588
zcarballo@westorange.org

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

ITEM 1 OF THE FIRST PARAGRAPH IS DELETED.

SECOND CRITERIA IS CHANGED TO:

2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.

THE FOLLOWING IS ADDED.

Bids will not be accepted from bidders who are included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of Treasury. Any bidder on said list of suspensions, debarments and disqualifications are disqualified as a bidder and deemed not to be a responsible bidder or Contractor.

THE FOLLOWING IS ADDED:

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

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Andrew Cangiano, PE, CME
Email Address: acangiano@gpinet.com
Mailing Address: 301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

102.07 PREPARATION OF THE BID

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to INSTRUCTIONS TO BIDDERS Section in the front end of these specification regarding the preparation of bids.

102.09 PROPOSAL BOND

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to INSTRUCTIONS TO BIDDERS Section in the front end of these specification regarding bonding requirements.

102.10 SUBMISSION OF BIDS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to INSTRUCTIONS TO BIDDERS Section in the front end of these specification regarding submission of bids.

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

102.15 DISQUALIFICATION OF BIDDERS

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

18. The Bidder is listed on the Workplace Accountability in Labor List (WALL), prohibiting the Bidder from public contracting under N.J.S.A. 34:1A-1.16, the law establishing the WALL.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 EXECUTION OF THE CONTRACT

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to CONTRACT AND AGREEMENT Section in the front end of these specification regarding award and execution of contract.

103.05 ESCROW BID DOCUMENTS

103.05.A ESCROW BID DOCUMENTS

REVISE SECTION **103.05.A** TO THE FOLLOWING:

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

SECTION 104 – SCOPE OF WORK

104.01 INTENT

THE FIRST PARAGRAPH IS CHANGED TO:

The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable Project to be constructed and completed by the Contractor in every detail according to the Contract Documents. Any work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether specifically called for. The Contractor is responsible to provide such elements to complete the Work under the pay items of the Contract for no Additional Compensation as provided under Subsection 109.02. However, as specified in the respective Subsections, adjustments may be allowed when the Township determines there is a discrepancy, error, omission, or latent ambiguity. It is understood that only the best construction practice is to prevail and only materials and workmanship of the first quality are to be used.

ADD THE FOLLOWING:

The work to be performed under this contract shall include:

The work generally consists of road reconstruction improvements, approximately 6,500 LF of new curb, approximately 12,000 SY of pavement milling, installation of approximately 1,700 tons of hot mix asphalt overlay, approximately 2,200 SY of concrete sidewalk, pavement markings, ADA compliant ramps, and regulatory and warning signage.

104.02 VALUE ENGINEERING

104.02.01 Purpose and Scope

THE FOLLOWING IS ADDED:

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

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

104.03 CHANGES OF THE CONTRACT

104.03.01 AUTHORITY TO MAKE CHANGES

The Department has the right to make changes to the Work at any time, including altering the Contract, altering the requirements of an Item, increasing, or decreasing the quantities of any Item, or deleting any Item. Such changes neither invalidate the Contract, nor release the Surety. The Contractor agrees to perform the Work as changed. If the Contractor does not perform, or refuses to perform the Work as changed, the Department may perform the work with its own forces. If the Department mobilizes its forces to perform the work, the Contractor agrees to pay the Department's cost of performing the work including the cost of material and labor used and the actual costs for police traffic protection and maintenance and protection of traffic as specified in 107.16.

104.03.02 Protests to Change Orders

THE SUBPART IS CHANGED TO:

If the Contractor disagrees with any terms or conditions set forth in a Change Order, submit a written protest to the Department within 30 days after the date of receipt of the Change Order.

A protest is notice that the terms and conditions for proposed work are not in accordance with the Contract, quantity adjustments are incorrect, or that the modification for Contract Time is incorrect. A protest is not a substitute for notice as specified in 104.03.04. Providing a protest within 30 days after the date of the receipt of a Change Order may not meet the requirements of 104.03.04 or N.J.S.A 59:13-5 and the Department will not make payment for the costs of a claim if recovery is barred by other provisions in the Contract.

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Department will reject general protests. If the Department rejects a protest for being a general protest, provide a specific, detailed statement within 7 days of such rejection.

Regardless of whether the Contractor's assent is required, if the Contractor refuses to sign the change order or submit an acceptable written protest within 30 days after the date of receipt of the Change Order or within 7 days of the initial rejection of a protest, the Department will make payment and modify Contract Time as set forth in the Change Order. Such payment is full payment for all work included or required by the Change Order and is conclusive as to any Contract Time modifications provided for therein or in establishing that no Contract Time modification was warranted.

When the Contractor signs a change order and the Department processes the Change Order within 15 days of receiving the Contractor's signature, the Contractor is barred from protesting the Change Order.

Protest does not relieve the Contractor from the obligation to proceed with work directed by an approved Change Order.

104.03.03 Types of Changes

1. Quantity Increases and Decreases.

THE SECOND PARAGRAPH IS CHANGED TO:

For minor changes in quantity, the Department will make payment for the quantity of the Item performed at the bid price for the Item. Construction layout is included in the price of the original work.

3. Changes in the Character of Work.

THE THIRD PARAGRAPH IS CHANGED TO:

If a modification cannot be reached by agreement, the Department will make payment, only for the change in work, by force account as specified in 104.03.08.

104.03.09 Delay Damages

1. Non-Productive Activity. The Department will make payment for the following non-productive activities:

PART E IS CHANGED TO:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

- e. **Equipment.** If as the result of the delay, the equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5. If as the result of the delay, the RE determines that the equipment cannot be used for any active work, the RE may request the Contractor to remove the equipment. The Contractor may remove the equipment from the work site or allow it to remain. If the equipment is removed from the work site, the Department will make payment for labor and equipment costs to remove the equipment and to return it to the work site at the end of the delay period. If the equipment remains, the Department will not make payment for the equipment as specified in 104.03.08.7.

If the equipment is required for additional maintenance within the Project Limits, maintenance of traffic control devices, maintenance of SESC measures, and similar activities resulting from the delay and approved by the RE, the Department will make payment as specified in 104.03.08.7.

THE FOLLOWING IS ADDED:

- 4. **Equipment Escalation.** If, as the result of the delay, equipment use, which had a planned late-finish date occurring before an equipment rate increase date, is required to start after the equipment rate increase date, the Department will make payment for the following:
 - a. **Contractor owned equipment.** Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of the Blue Book rate between the planned late finish date for the work and the Blue Book rate when the work was required because of the delay.
 - b. **Rented equipment.** Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of rental agreements, including paid invoices, between the planned late finish date for the work and the date the work was required because of the delay. If rental agreements and paid invoices are not available, provide quotes from the rental company for both dates.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

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

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

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.05 Civil Rights Requirements

REVISE SECTION **105.02.05.1** TO THE FOLLOWING:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

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

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

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

THE THIRD PARAGRAPH IS CHANGED TO:

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls and Statement of Compliance on NJ Department of Labor and Workforce Development Form MW-562 – Payroll Certification for Public Works Projects as required in the Contract to the RE, and also upload the weekly certified payroll online using the following link: <https://www.nj.gov/labor/wageandhour/prevaling-rates/njwagehub.shtml>. Monitor and verify the status of all SBE truck owner-operators working on wholly State Funded highway construction projects used for the Contract. Failure of a Contractor may result in payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

a. Small Business Goals for This Project

THE LAST PARAGRAPH IN PART A IS CHANGED TO:

If the Contractor fails to meet the Contract SBE goal, without demonstrating an adequate GFE as determined by DCRAA, the Department will make a payment reduction from the total amount of payments made to the Contractor equal to the value of the SBE goal not attained as follows:

$$\text{Value of SBE Goal Payment Reduction} = (\text{CG} - \text{AG}) \times \text{CP}$$

Where:

CG = Contract SBE Goal percentage, or approved SBE commitment, or if modified by the Department, the Modified SBE Contract Goal percentage.

AG = Attained SBE Goal percentage = (total dollar amount paid to SBE suppliers and SBE subcontractors divided by CP) plus the percent value attributed to the Contractor's GFE approved by the Department.

CP = Total Adjusted Contract Price less the payment adjustments for PERFORMANCE BOND AND PAYMENT BOND, and changes not associated with actual work including but not limited to incentives/disincentives, bonuses/penalties, acceleration, and portions of settlements not associated with work.

105.03 CONFORMITY WITH THE CONTRACT

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

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

105.05 WORKING DRAWINGS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to GENERAL REQUIREMENTS Section in the front end of these specification regarding working drawings (shop drawings).

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

PSEG, Gas Division, 4000 Hadley Road, South Plainfield, NJ 07080, 908-412-2228

PSEG, Electric Division, 4000 Hadley Road, South Plainfield, NJ 07080, 908-412-2228

Comcast Cable, 381 Lord Street, Avenel, NJ 07001, 732-602-7444

Verizon Communications, 6000 Hadley Road, South Plainfield, NJ 07080, 908-412-6169

NJAW, 120 Raider Boulevard, Hillsborough, NJ 08844, 908-431-3225

Sanitary & Storm Township of West Orange, 25 Lakeside Avenue, West Orange, NJ 07052, 973-325-4100

B. Locating Existing Facilities.

2.

Fiber Optic Markout Form is available at:

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

Bureau of Traffic Operations, North Region (TOCN)
670 River Drive
Elmwood Park, NJ 07407-1347
Telephone: 732-697-7360

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

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

For Roadway Weather Information Systems contact:

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

3.

Bureau of Electrical Maintenance, North Region
200 Stierli Court
Mt. Arlington, NJ 07856-1322
Telephone: 973-601-6650

NJDOT
Central Region Electrical
1035 Parkway Avenue
4th Floor E&O Bldg.
CN 600
Trenton, NJ 08625
Telephone: 609-963-1491

C. Protection of Utilities.

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

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

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

105.07.02 Work Performed by Utilities

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

Company Name & Address		Contact Person	Number of Day/s Advance Notice
Stage # _____			
Utility Company Name	Work Description	Work Duration (Day/s)	Restriction
Stage Total _____			

THE FOLLOWING SUBSECTION IS ADDED:

105.11 CONSTRUCTION LAYOUT

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide a report of the findings of the site investigation to the RE.

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

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

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

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

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

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

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

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than

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

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

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

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

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

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

SECTION 106 – CONTROL OF MATERIAL

THE SECTION HEADING IS CHANGED TO:

SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FIRST PARAGRAPH IS CHANGED TO:

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

106.03 FOREIGN MATERIALS

THE SUBSECTION HEADING IS CHANGED TO:

106.03 FOREIGN MATERIALS AND EQUIPMENT

1. Wholly State Funded Projects

THE ENTIRE TEXT IS CHANGED TO:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

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

REMOVE SECTION 106.03.2 Federal Aid Projects

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

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

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

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

THE FIRST PARAGRAPH IS CHANGED TO:

At least 30 days before shipment of a material, and at least 30 days before fabrication of structural steel, precast concrete, and prestressed concrete Items, notify the RE of the proposed source of materials using the Materials Questionnaire form provided by the Department. For soil aggregate and dense-graded aggregate (DGA) material, submit a copy of recently performed test results for washed gradation test, proctor test, and other tests, as specified in 901.11, for the source with the Materials Questionnaire. For ITS systems as specified in Section 704 and machinery and electrical items for moveable bridges, obtain approval of system working drawings including individual components and Electrical material prior to submitting a materials questionnaire. Provide the approval with the materials questionnaire.

106.04 MATERIALS QUESTIONNAIRE

THE FIRST PARAGRAPH IS CHANGED TO:

At least 30 days before shipment of a material, and at least 30 days before fabrication of structural steel, precast concrete, and prestressed concrete Items, notify the RE of the proposed source of materials using the Materials Questionnaire form provided by the Department. For soil aggregate and dense-graded aggregate (DGA) material, submit a copy of recently performed test results for washed gradation test, proctor test, and other tests, as specified in 901.11, for the source with the Materials Questionnaire. For ITS systems as specified in Section 704 and machinery and electrical items for moveable bridges, obtain approval of system working drawings including individual components and Electrical material prior to submitting a materials questionnaire. Provide the approval with the materials questionnaire. Please see the BDC Announcements and the latest version of the Special Provisions for State Aid Projects for reference.

106.07.01 CERTIFICATION OF COMPLIANCE

THE FIRST PARAGRAPH IS CHANGED TO:

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

SECTION 107 – LEGAL RELATIONS

107.11 RISKS ASSUMED BY THE CONTRACTOR

107.11.01 Risks

1. Damage Caused by the Contractor.

THE FOLLOWING IS REMOVED:

For any damages by the Contractor to the fiber optic network along Route _____, MP _____, also notify the G4S Technology LLC at 877-637-2344 within 2 hours. Only G4S Technology LLC will be allowed to complete repairs on that respective section of the fiber optic network. Directly pay G4S Technology LLC within 30 days from the receipt of G4S Technology LLC's invoice for such repairs, and provide the RE with a copy of the transmittal letter. If the Contractor does not make payment within 30 days, the Department may recover the costs incurred for repairs from the Contract.

Comprehensive Automobile Liability Insurance.

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

107.11.02 General Insurance

B. Types

1. Comprehensive General Liability Insurance.

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

2. Comprehensive Automobile Liability Insurance.

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

5. Excess Liability Insurance.

THE FIRST SENTENCE IS CHANGED TO:

Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$12,000,000.

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

REPLACE THIS SECTION WITH: This section intentionally left blank.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

REPLACE THIS SECTION WITH:

The Department will not participate in litigation between the RE and the Contractor.

107.14 Patented Devices, Amterials, And processes

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

107.15 TAXES

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO:

The sales tax exemption does not apply to equipment used for Contract work.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

1. Values and Quantities.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

REVISE SECTION **108.01.2.C LIMITS AND RESTRICTIONS** TO THE FOLLOWING:

- c. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's System for Award Management (SAM), located at: <https://sam.gov/content/exclusions>.

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

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

2. Limits and Restrictions.

PART B IS CHANGED TO:

- b. The Contractor may only subcontract electrical, clearing site electrical, blasting, asbestos removal, landscaping, and lead paint abatement work to subcontractors having the required certificates and licenses. Submit copies of required certificates and licenses with the request for approval to subcontract.

108.02 COMMENCEMENT OF WORK

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to CONTRACT AND AGREEMENT Section in the front end of these specification regarding commencement of work.

108.05.02 Safety Program

PART 3 IS CHANGED TO:

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information. Ensure that the traffic control coordinator meets the requirements specified in 159.03.01.
 - c. **Environmental Manager.** Include the name and contact information. Ensure that the environmental manager meets the requirements specified in 158.03.01.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical, and, NJDEP hotline 1-877-WARN DEP (1-877-927-6337).
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
 - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
 - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
 - h. **Employee Disciplinary Policy.** Include the violation forms.
 - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
 - j. **Forms.** Include OSHA 300 Log and New Jersey Department of Labor L&I-1.
 - k. **Security Policy Guidelines.** Provide a copy for the office and for the Project Limits.
 - l. **Hazard Communication Program.** Provide the following:
 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
 - m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
 1. Compressed gas cylinders.
 2. Confined spaces.

3. Cranes.
4. Electrical.
5. Equipment operators.
6. Fall protection.
7. Hand and power tools.
8. Hearing conservation.
9. Highway safety.
10. Lead.
11. Lock out/tag out.
12. Materials handling, storage, use, and disposal.
13. Night work.
14. Personal protective equipment.
15. Project entry and exit.
16. Respiratory protection.
17. Sanitation.
18. Signs, signals, and barricades.
19. Subcontractors.
20. Trenching.

n. Internal Traffic Control Plan (ITCP). Develop, submit, implement, and maintain an ITCP according to ANSI/ASSP A10.47 Section 6.5 and 6.6. At a minimum, ensure the plan includes:

1. A diagram showing internal vehicle and pedestrian routes, site layout, and hazard zones.
2. A listing of type and number of all on-site personnel and mobile equipment. Provide names of personnel upon request if needed after an accident.
3. A site-specific hazard identification checklist with corresponding mitigation measures aimed at reducing struck-by and related risks.
4. Safety notes emphasizing backing procedures, spotter usage, visibility aids, and run-over/back-over prevention.
5. A communication plan to ensure the ITCP is effectively communicated to all relevant workers, operators, subcontractors, and personnel. Distribute the communication plan at an onsite meeting or as otherwise directed by the RE.

Submit an updated ITCP plan during construction if any substantial changes, as determined by the RE, to site layout, access, or equipment occur. Ensure the updated plan is approved by the RE before implementation. Ensure plan modifications are communicated to affected personnel.

Provide a certification that the plan complies with ANSI/ASSP A10.47 Section 6.5, 6.6, and all associated requirements.

Within 15 days of receiving the safety program, the Department will determine if the safety program meets the requirements of the Contract. If the safety program does not meet the requirements, the Department will return the safety program for revision. Do not begin work within the Project Limits until the Department has approved the safety program.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the RE for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel.

Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide copies of updates to the safety program to the RE.

If an incident occurs that requires a New Jersey Department of Labor & Workforce Development Form (L&I-1) to be submitted, send a copy to the Office of Capital Project Safety, New Jersey Department of Transportation, 1035 Parkway Avenue, P.O. Box 600, Trenton, NJ 08625-0600.

Failure to comply with the requirements set forth in the Elements of the Program will result in the RE suspending the Work wholly or in part as specified in 108.13 and suspending Estimates, as specified in 109.05, for failure of the Contractor to

correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract, including but not limited to failure to develop, submit, implement, and maintain the ITC.

108.07.01 Interference

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING NEW SUBPART IS ADDED:

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS

THE FOLLOWING IS ADDED:

Any damage to the Roadway due to the Contractor's operations shall be repaired at no Additional Compensation, except as specified in 107.11. The Contractor shall complete within 24 hours specific repairs directed by the RE, except where the requirements are specified elsewhere. Nothing in this Subsection shall be construed to limit or change the risks assumed by the Contractor as specified in 107.11.

108.10 CONTRACT TIME

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the CONTRACT AND AGREEMENT Section in the front end of these specification for the contract time requirements.

108.11.01 Extensions to Contract Time

THIS SUBSECTION IS CHANGED TO:

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

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

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

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

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

LIST ITEM (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

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1. Fails to begin construction operations within 21 days of execution of the Contract.

THE THIRD PARAGRAPH IS CHANGED TO:

If the Department directs the Surety to complete the Contract, the Department will provide to the Surety the Contract as defined in 101.03 and the completion status of the Contract. If the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as specified in 108.01 within 45 days of receipt of the Contract provided by the Department pursuant to this Section. The Department, in its sole discretion, has the right to reject a request by the Surety to use the Contractor or another contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

If the Department approves the Surety's request to use the Contractor as the completion-contractor, the Surety shall cause the Contractor to begin Work, as defined in 101.03, within 45 days of notice of the Department's approval or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

If the Department does not approve the Surety's proposed completion-contractor, the Surety must submit to the Department a request for approval of an alternative completion-contractor within 60 days of notice of the Department's disapproval. If the Department does not approve the Surety's alternative completion-contractor, the Department may continue to request approval of another alternative completion-contractor. Within 60 days of notice of the Department's approval of the Surety's proposed completion-contractor, the Surety shall cause the completion-contractor to begin Work, as defined in 101.03, or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

108.15 TERMINATION OF CONTRACT

108.15.02 For Cause

REVISE PARAGRAPH FIVE TO:

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

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

108.20 LIQUIDATED DAMAGES

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the CONTRACT AND AGREEMENT Section in the front end of these specification for any required liquidated damage requirements.

108.21 WARRANTIES

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the GENERAL CONDITIONS Section in the front end of these specification for any required warranties (Maintenance Bond).

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

The Department will use the United States customary units to measure work completed under the contract. The Department will determine quantities of Work performed under the Contract using measurement methods and computations conforming to good engineering practice.

Refer to CONTRACT AND AGREEMENT Section in the front end of these specification regarding the measurement of quantities.

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

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

Refer to CONTRACT AND AGREEMENT Section (Article VIII Dispute Resolution) in the front end of these specification regarding payment for force account.

109.04 PAYMENT FOR DELAY DAMAGES

DELETE THIS SUBSECTION IN ITS ENTIRETY.

109.05 ESTIMATES

THE FOURTH PARAGRAPH IS CHANGED TO:

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

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

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

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

109.06 MATERIALS PAYMENTS AND STORAGE

DELETE THIS SUBSECTION IN ITS ENTIRETY.

109.09 AUDITS

THE FIRST SENTENCE IS REVISED TO:

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LOWELL AVE., IMPROVEMENTS PROJECT

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

109.11 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

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

THE LAST PARAGRAPH IS CHANGED TO:

Pursuant to N.J.S.A. 52:15C-14(d) and N.J.A.C. 19:70-1.6(b), relevant records of private vendors or other persons entering into contracts with the Department are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under the Contract for a period of 5 years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03.01 Performance Bond and Payment Bond

THE FIRST SENTENCE IS CHANGED TO:

Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 14 days of the date of Award or Conditional Award.

151.04 MEASUREMENT AND PAYMENT

THE DEFINITION FOR THE VARIABLE C_F IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

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

<i>Item</i>	<i>Pay Unit</i>
PERFORMANCE BOND AND PAYMENT BOND	DOLLAR

SECTION 152 – INSURANCE

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to INSTRUCTION TO BIDDERS Section in the front end of these specification for insurance requirements.

SECTION 153 – PROGRESS SCHEDULE

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to CONTRACT AND AGREEMENT Section in the front end of these specification for the progress schedule.

SECTION 154 – MOBILIZATION

154.03 PROCEDURE

THE FOLLOWING IS ADDED:

The contractor shall coordinate with the Township of WEST ORANGE regarding the storing and staging of equipment and materials prior to mobilizing. Separate payment will not be made for mobilization.

154.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
MOBILIZATION	LUMP SUM

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The Department will make payment for MOBILIZATION on a lump sum basis, regardless of the number of times the Contractor shuts down and returns to the Project. The Department will make payment as follows:

Work Completed	Payment
5% of the Work ¹	Lesser of 25% of bid price or 3% of Total Contract Price
10% of the Work ¹	Lesser of 50% of bid price or 7% of Total Contract Price
15% of the Work ¹	Lesser of 75% of bid price or 11% of Total Contract Price
20% of the Work ¹	Lesser of 100% of bid price or 15% of Total Contract Price
100% of the Work	Amount of bid price not previously paid
1. If the baseline schedule is not approved, the Department will not make payment for MOBILIZATION.	

The Department will calculate the percentage of Work completed from the total of payments compared to the Total Contract Price. The total of payments excludes the amount paid for Mobilization and the amount paid for materials furnished but not incorporated into the Work as specified in 109.06.

If mobilization is not included in the Proposal, include the costs in the various Items scheduled in the Proposal.

SECTION 155 – CONSTRUCTION FIELD OFFICE

THIS SECTION IS DELETED.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

THIS SECTION IS DELETED.

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

158.04 SESC Measures

THE FOLLOWING IS ADDED:

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

<i>Item</i>	<i>Pay Unit</i>
INLET FILTER, TYPE 1	SQUARE FOOT

SECTION 159 – TRAFFIC CONTROL

159.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22.....	902.01.01
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159.02.02 Equipment

THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board	1001.01
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THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication.....	1001.04
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HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

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

THE FOLLOWING IS ADDED:

Traffic Control & Staging/Scheduling:

Detouring of traffic shall not be permitted without permission from the relevant governing authority (i.e. county, state, municipality and the Township of West Orange Police Department). Other affected services must also be notified such as fire and rescue squad, school, etc. All affected services must be given sufficient notice of any proposed detours disturbances, work schedule and/or road closures.

Reference is made to the publication "Manual on Uniform Traffic Control Devices for Streets and Highways" by the U.S. Department of Transportation, Federal Highway Administration, Washington D.C. 2009 edition or as amended.

Traffic control shall be the sole responsibility of the contractor. The Contractor is responsible to schedule uniformed police traffic directors using the Department's third party scheduling service, Extra Duty Solutions. The contact information for Extra Duty Solutions is provided below:

Extra Duty Solutions
West Orange PD NJ
p: (973) 568-8838
w: extradutysolutions.com

It is the Contractor's sole responsibility to make payments to Extra Duty Solutions on time. Contractor is herein advised that proof of paid invoices are to be submitted for reimbursement at the time of payment(s) request.

Should the Contractor fail to complete the job within the timeframe established in the contract, the Contractor shall be responsible to pay for any additional uniformed police traffic control directors needed beyond the contract time. The cost for this item if needed, will be paid directly by the Contractor. It is the requirement of the Contractor to contact the police department to obtain the costs prior to commencing work beyond the stipulated time of completion.

The Contractor is responsible for coordinating all work with the Township Police Department.

During non-working hours, trenches shall not be left open and contractor's equipment shall not be parked in the roadway, driveways or the sidewalk area or any other area which will obstruct vehicular or pedestrian traffic.

At all times the Contractor shall maintain access to all businesses and residences within the project limits. The Contractor shall coordinate with the property owners and/or tenants to ensure vehicles are not stranded in driveways or parking lots while aprons are being poured and curing.

While Uniformed Officers are not anticipated, the Contractor is still responsible to coordinate all work with the West Orange Police Department.

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

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LOWELL AVE., IMPROVEMENTS PROJECT

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

2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

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

PART 3 IS CHANGED TO:

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

PART (5) IS CHANGED TO:

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

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

PART 6 IS CHANGED TO:

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

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

159.03.06 Traffic Stripes, Latex ,Traffic Markings Lines, Latex and Traffic Markings Symbols, Latex THE SUBPART IS CHANGED TO:

Apply latex traffic stripes and latex markings when they are required for 14 days or less. Apply epoxy traffic stripes and thermoplastic markings as specified in 610.03.01 and 610.03.02 when they are required for more than 14 days. For Contractor convenience, on pavement preservation projects, the Department will allow the Contractor to refresh latex traffic stripes and latex markings for stripes and markings required to be in place for more than 14 days and for each 14 day period thereafter. Do not refresh these stripes with epoxy or thermoplastic material. Apply latex traffic stripes and latex markings when the ambient and surface temperatures are at least 45 °F and rising and the surface temperature is no more than 140 °F. Apply the latex paint in a wet film thickness of 6 ± 1 mil. Apply glass beads to the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint.

159.03.08 Traffic Direction

Part A is changed to:

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

B. Police.

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

When local ordinance requires or as included in the plans, the pay item POLICE TRAFFIC DIRECTORS shall be utilized indicating the use of local uniformed police officers. An allowance has been provided for in the contract proposal for the estimated hours that Police Traffic Directors will be required during this project. The use of Police Traffic Directors will be discussed at the pre-construction meeting with the RE, Contractor, and local Traffic Safety Officer present. The Contractor will take the lead in scheduling police traffic directors with the approval of the RE. The Contractor will submit invoices to the RE for approval and then payment against the POLICE TRAFFIC DIRECTORS allowance.

It is the responsibility of the Contractor to notify the RE and police at least 24 hours in advance (or as required by the local Police Department) of cancellations or changes to work affecting the use of POLICE TRAFFIC DIRECTORS. Improper notice will result in any expenses related to POLICE TRAFFIC DIRECTORS to be subtracted from the Contractors invoices.

159.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
CONSTRUCTION SIGNS	SQUARE FOOT
POLICE TRAFFIC DIRECTORS	LUMP SUM

There will be no separate measurement or payment for relocating traffic control devices as required or as directed.

THE FOLLOWING IS ADDED:

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The Contractor will be reimbursed for the direct cost billed by the Police Department with no additional payments for overhead or profit. The Contractor shall provide invoices from the Police Department to the RE for reimbursement. An estimated amount to cover these reimbursements has been included in the proposal.

It is the intent of the project that any improvements that disturb pedestrian traffic areas will be reconstructed immediately upon disturbance/demolition to minimize any disturbance to pedestrian sidewalks, access and crosswalks. Should any prolonged disturbance or delays be encountered during construction the contractor shall install Temporary Sidewalk as required or as directed by the engineer in areas of high pedestrian traffic. No separate or individual payment shall be made for Temporary Sidewalk.

SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE SECTION 160 IS CHANGED TO:

160.01 DESCRIPTION

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

160.02 MATERIALS

(Intentionally Blank)

160.03 PROCEDURE

160.03.02 Asphalt Price Adjustment

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

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

THE THIRD PARAGRAPH IS CHANGED TO:

The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

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

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

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

Where:

A = Asphalt Price Adjustment

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

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder¹

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

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

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

C = Petroleum content of the product

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

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

G = Gallons furnished

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

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

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

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

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

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

160.03.01 Fuel Price Adjustment

THE ENTIRE SUBPART IS CHANGED TO:

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

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

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

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

Table 160.03.01-1 Fuel Price Adjustments

Items	Fuel Usage Factor
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard

Table 160.03.01-1 Fuel Price Adjustments

Items	Fuel Usage Factor
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard
I- ____ SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, ____ " THICK	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ____ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED ____ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED ____ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ SURFACE COURSE HIGH RAP	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ INTERMEDIATE COURSE HIGH RAP	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ BASE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ ____ BASE COURSE HIGH RAP	2.50 Gallons per Ton
MODIFIED OPEN-GRADED ____ FRICTION COURSE ____	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT ____ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE COURSE, POROUS HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
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

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

Table 160.03.01-1 Fuel Price Adjustments

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

Table 160.03.01-1 Fuel Price Adjustments

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

Table 160.03.01a-1 Additional Fuel Price Adjustments

Items	Fuel Usage Factor

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

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

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

Where:

F = Fuel Price Adjustment

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

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

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

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

160.03.02 Asphalt Price Adjustment

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

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the

fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

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

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

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

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

Where:

A = Asphalt Price Adjustment

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

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder¹

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

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

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

C = Petroleum content of the product

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

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

G = Gallons furnished

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

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

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

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

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

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

THE FOLLOWINGS IS ADDED:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

160.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

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

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

THE FOLLOWING SECTION IS ADDED:

SECTION 162 - CONTRACT ALLOWANCE

162.01 DESCRIPTION

This Section describes the requirements for contract allowance.

162.02 PROCEDURE

The Schedule of Prices includes a Pay Item for Contract Allowance for changes in the scope of Work. There is no guarantee that any of these funds will need to be used during the course of the Work.

162.02.01 Changes in the Scope of Work and Allowance for Unforeseen Conditions.

The Township will address changes in the scope of work as follows:

A change in the scope of work is a change that causes the work to substantially differ in kind or nature from the original proposed construction. The Municipality may make payment for a change in the scope of work whether the change directly causes a change in the character of the work or causes other work to become significantly different in character. Efficiencies or inefficiencies resulting from minor increases or decreases in quantities of work are not a change in the scope of work. If a change in the scope of the work results in a decreased cost to perform the work, the Township will revise the price to reflect this reduced cost.

For changes in the scope of work, the Township will base the modification on the difference between what the actual cost to perform the work of the Item or portion thereof involved would have been if there were no change, and the actual cost of performing the work or portion of work as changed. The modification shall only apply to the portion of the work for an Item actually affected by the change.

No work is to be performed under CONTRACT ALLOWANCE without written authorization from the Engineer.

THE FOLLOWING HAS BEEN ADDED:

162.04 MEASUREMENT AND PAYMENT

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

<i>Item</i>	<i>Pay Unit</i>
CONTRACT ALLOWANCE	LUMP SUM

The Contract quantity of CONTRACT ALLOWANCE is a lump sum allowance, and the engineer has inserted a bid price in the Schedule of Prices.

Payment shall not be requested if no work is done under CONTRACT ALLOWANCE. To qualify for payment, work must be authorized by the Engineer in writing.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Clearing Site shall also include the removal and/or resetting/relocation of all signs, the repair of any damaged sprinklers, concrete sign posts, fences and all existing features/obstructions, either standing or felled within the limits of construction of the project, as shown on the plans or as directed by the engineer, for which no specific pay item is provided for in the contract. Work also includes removal of pavement reflectors and castings. All trees less than 6" in diameter as measured at 4' from grade will be removed under this item. Tree trimming of all trees as directed by the Township will be included under this item.

In the performance of the work under this item, the Contractor will be held responsible for any damage to existing construction that is to remain in place. The Contractor shall use extreme care and exercise every precaution necessary to prevent damage or injury thereto. Any damage as a result of the Contractor's operations shall be repaired or replaced by him to the satisfaction of the Engineer at no additional expense to the Township.

201.03.01 Clearing Site

PART A IS CHANGED TO:

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

201.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
CLEARING SITE	LUMP SUM

THE FOLLOWING IS ADDED:

CLEARING SITE to be paid as follows:

- 25% Paid upon completion of all drainage improvements or a reduced percentage as determined by the engineer should all drainage improvements not be completed at the time of an intermediate payment.
- 25% Paid Upon completion of concrete curb/sidewalk/driveway improvements or a reduced percentage as determined by the engineer should all concrete curb/sidewalk/driveway not be completed at the time of an intermediate payment.
- 25% Paid upon completion of all Hot Mix Asphalt Items or a reduced percentage as determined by the engineer should all Hot Mix Asphalt Items not be completed at the time of an intermediate payment.
- 25% shall be retained and paid upon final payment.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

Excavation shall include all roadway and alternate roadway work and grading including excavation and removal of pavement of any and all material as required within the project limits where unsuitable material has been encountered as directed by the Engineer. Under this item the Contractor shall be required to provide existing cores of the roadway section in those locations directed by the Engineer.

202.02 MATERIALS

THE FOLLOWING MATERIALS ARE ADDED:

Dense-Graded Aggregate	901.10
HMA	902.02

202.03 CONSTRUCTION

202.03.02 Excavation, Test Pit

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

For test pits within the existing pavement structure, backfill and restore the pavement structure to match the surrounding pavement. Provide necessary traffic control during the test pit operation.

THE FOLLOWING IS CHANGED TO:

202.03.03 Excavation, Base Repair, 12" Deep

A. Excavating.

THE FIRST SENTENCE OF THE SIXTH PARAGRAPH IS DELETED.

202.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	CUBIC YARD
ROCK EXCAVATION, UNCLASSIFIED (IF & WHERE DIRECTED)	CUBIC YARD
EXCAVATION, BASE REPAIR, 12" DEEP	CUBIC YARD

THE FOLLOWING IS ADDED:

The quantity for roadway excavation will be measured by the cubic yard. The Engineer or the Engineer's representative must be present during the excavation to determine and record the limits of roadway excavation. Any over excavation completed without the supervision of the Engineer or the Engineer's representative will not be considered for payment.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 302 – AGGREGATE BASE COURSE

302.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Select Fill shall be used on an as needed and as directed basis to bring subbase areas to grade and/or to replace unsuitable material encountered during the installation of applicable utilities.

302.02 MATERIALS

THE FOLLOWING IS ADDED:

Select Fill shall be defined as I-10 material.

302.04 MEASUREMENTS AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Item	Pay Unit
SELECT FILL (IF AND WHERE DIRECTED)	CUBIC YARD
DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SQUARE YARD

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

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

401.03.01 Milling

THE FOLLOWING IS ADDED:

It shall be the CONTRACTOR'S responsibility to dispose of milled material, not re-used within the project limits. Milled materials shall be disposed of at a New Jersey Class "B" recycling facility. Documentation from the approved disposal facility showing the weight of material removed shall be provided to the municipality within 15 days of acceptance by the disposal facility.

A. HMA Milling.

THE LAST PARAGRAPH IS CHANGED TO:

The time interval between milling of pavement and resurfacing shall not exceed 72 hours. Shorter time interval requirements shall be as directed by the RE based upon field conditions and provided that the conditions do not deteriorate the pavement or impact the safety of the public. At no time shall the roadway pavement be left in a milled state over a weekend.

401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

401.03.03 HMA Repair

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 12.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

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

401.03.05 Tack Coat

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

The Department will perform verification testing of tack coat application rate according to ASTM D2995, Option A, within the first 300 feet of each paving operation for each lane of paving, except that only one pad assembly will be used for the transverse application rate and the longitudinal application rate will not be verified. Prior to tack coat application, allow the RE access to set geotextile pads for the initial verification test. After passing over the pads with the tack distributor, allow the RE time to perform the verification test and calculation. If the application rate is determined to be outside the rate specified in Table 401.03.05-1, stop the tack coat and paving operations, make the required adjustments to achieve a proper application rate, and allow the RE to perform an additional verification test within the next 300 feet. Allow the RE to perform additional tests until the correct application rate is achieved. Retack areas that are insufficiently coated. The frequency of testing may be increased based on a visual inspection or at the discretion of the RE.

401.03.07 HMA Courses

A. Paving Plan.

PART (4) IS CHANGED TO:

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

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

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

D. Transportation and Delivery of HMA.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that weigh tickets are signed and sealed by a certified weighmaster. Individual weigh tickets do not need to be signed and sealed if using an automated batching plant or automated drum plant.

THE FOURTH PARAGRAPH IS CHANGED TO:

When using an automated batching plant, obtain weigh tickets from the printer used in conjunction with an automated batching and mixing system. Ensure the printed ticket shows the individual weights of the various components of the HMA in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. If using an automated batching plant or automated drum plant, at the completion of each day's work, provide certification from the weighmaster that the total net weight supplied was correct.

E. Spreading and Grading.

G. Opening to Traffic.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

H. Air Void Requirements

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

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

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

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

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications

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defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

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

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

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

The Laboratory will calculate pay adjustments based on the following:

1. Sample Mean ($\bar{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, \dots, X_N$).

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

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

2. Quality Index (Q).

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

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

3. Percent Defective (PD). Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD_L and PD_U associated with Q_L and Q_U , respectively. $PD = PD_L + PD_U$

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

Table 401.03.07-3
Reduction in Payment for Nonconformance to Air Void Requirements

Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

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

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

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

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

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

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

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

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

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

work is subject to the same requirements as the initial work.

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

I. Thickness Requirements

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

This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

J. Ride Quality Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

D¹ = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

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

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \dots D_N N_N}{N_1 + N_2 + N_3 + \dots N_N}$$

Where:

D_N = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N_N = Number of lots of N section with design thickness D_N of last lift to be evaluated

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

THE FOLLOWING IS ADDED:

Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction

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

Table 401.03.07-7B Minimum Value of P

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

Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)³

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction ⁵			
			One ⁴	Two ⁴	Three ⁴	Four or More ⁴
Target IRI (T)						
NHS & NJDOT Freeways or Limited Access Highways	≤ 60	50	50	50	50	50
	61 to ≤95		53	50	50	50
	96 to ≤170		55	53	50	50
	171 to ≤200		0.64C ⁷	55	53	50
	201 to ≤285			58	55	50
	>286 ⁸			60	58	53

NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit > 35 MPH	≤ 60	60	60	60	60	60
	61 to ≤95		63	60	60	60
	96 to ≤170		66	63	60	60
	171 to ≤200		0.64C ⁷	66	63	60
	201 to ≤285			69	66	60
	>286 ⁸			72	69	63
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit ≤ 35 MPH	≤ 60	70	70	70	70	70
	61 to ≤95		74	70	70	70
	96 to ≤170		77	74	70	70
	171 to ≤200		0.64C ⁷	77	74	70
	201 to ≤285			81	77	70
	>286 ⁸			84	81	74
Local Roadway with Posted Speed ≥45 MPH	C	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	C	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

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

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

Where T_N is the Target IRI of N section and L_N is the length of N section in miles to the nearest 0.01 mile

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

$$\text{IRI} \leq T \quad \text{PA} = \text{PAE}^*$$

$$\text{IRI} > T \quad \text{PA} = \text{PAE}$$

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

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

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

401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

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

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

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

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

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

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

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

401.04 Measurement and Payment

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

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<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 12.5M64 SURFACE COURSE	TON
HOT MIX ASPHALT 19M64 BASE COURSE	TON

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

The Township will measure HMA 12.5M64 Surface Course, and HMA 19M64 base course by the ton as indicated on the certified weight tickets, excluding unused material. Areas unnecessarily disturbed or damaged by the contractor will not be included in the measurement.

No separate or individual payment shall be made for TACK COAT. Payment for TACK COAT shall be included under the various bid items in this section including but not limited to Hot Mix Asphalt__ Surface Course & Hot Mix Asphalt__ Base Course.

No separate or individual payment shall be made for RESET WATER VALVE BOX. Payment for RESET WATER VALVE BOX shall be included under the various bid items in this section including but not limited to Hot Mix Asphalt__ Surface Course & Hot Mix Asphalt__ Base Course.

No separate or individual payment shall be made for RESET GAS VALVE BOX. Payment for RESET GAS VALVE BOX shall be included under the various bid items in this section including but not limited to Hot Mix Asphalt__ Surface Course & Hot Mix Asphalt__ Base Course.

No separate or individual payment shall be made for HMA LONGITUDINAL JOINT REPAIR. Payment for HMA LONGITUDINAL JOINT REPAIR shall be included under the various bid items in this section including but not limited to Hot Mix Asphalt__ Surface Course & Hot Mix Asphalt__ Base Course.

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

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

Where:

BP = Bid Price of HMA
Q = Quantity of HMA in lot receiving payment adjustment
Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

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

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

Where:

BP = Bid Price of HMA
Q = Quantity of HMA in lot receiving payment adjustment
Percent Reduction (%) = Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

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

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.01 DESCRIPTION

Pay items under this section within the roadway surface shall include the cost of preliminary pavement restoration of HOT MIX ASPHALT 19M64 BASE COURSE in accordance with section 401.

601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

PVC Pipe.....	909.02.03
Fernco Couplings (Or Approved Equal)	
Fernco Eccentric Couplings (Or Approved Equal)	
Pop-it or Approved equal lifting hole plug	
High Density Polyethylene Pipe shall be dual walled, ADS N-12 or approved equal.	
Perforated High Density Polyethylene Pipe shall be dual walled, ADS N-12 or approved equal.	

THE FOLLOWING IS ADDED:

Reinforced Concrete pipe shall be bell and spigot type with an offset joint. Straight Wall Slip Joint Pipe shall not be accepted.

In addition to all materials listed in the section, material for the following items shall include:

- Virgin DENSE-GRADED AGGREGATE for backfilling of pipe trenches shall be in accordance with section 302.02
- HOT MIX ASPHALT 19M64 BASE COURSE shall be in accordance with section 401.02.

601.03 CONSTRUCTION

601.03.01 Pipe

B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

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

D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

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

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

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

E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

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

F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

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

601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

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

601.03.04 Underdrain

A. Excavating.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

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

601.03.06 Video Inspection of Pipe

THE SECOND PARAGRAPH IS CHANGED TO:

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

THE FOLLOWING SUBSECTION IS ADDED:

601.03.09 Non-Standard Items

CURB DRAIN CONNECTION, INCLUDING CLEANOUT

The pay item for CURB DRAIN CONNECTION, INCLUDING CLEANOUT shall be constructed in accordance with all applicable construction methods of this section. Additionally, the pay item shall include all labor necessary to tie in existing curb inlet drains to existing or proposed storm drains in accordance with the plans or as directed in the field.

UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE:

The pay item for UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE shall be constructed in accordance with all applicable construction methods of this section. Additionally, the pay item shall include all labor necessary to construct in accordance with the plans or as directed in the field.

Preliminary pavement restoration above pipe trenches in the roadway shall be constructed in accordance with section 401.03.

15" REINFORCED CONCRETE PIPE, CLASS V:

The pay item for 15" REINFORCED CONCRETE PIPE, CLASS V shall be constructed in accordance with all applicable construction methods of this section. Additionally, the pay item shall include all labor necessary to construct in accordance with the plans or as directed in the field.

Preliminary pavement restoration above pipe trenches in the roadway shall be constructed in accordance with section 401.03.

601.04 MEASUREMENT AND PAYMENT

REVISE THE SECOND PARAGRAPH TO:

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

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE	LINEAR FEET
6" POLYVINYL CHLORIDE PIPE	LINEAR FEET
CURB DRAIN CONNECTION, INCLUDING CLEANOUT	UNIT
15" REINFORCED CONCRETE PIPE, CLASS V	LINEAR FEET

THE FOLLOWING IS ADDED:

All pay items under this section within the roadway surface shall include the cost of preliminary pavement restoration of HOT MIX ASPHALT 19M64 BASE COURSE in accordance with section 401.

The unit bid price for CURB DRAIN CONNECTION, INCLUDING CLEANOUT shall include, but not be limited to schedule 40 PVC pipe, fittings, adapters, connecting to the existing or proposed pipe, coarse aggregate No. 57, excavation unclassified, virgin dense graded aggregate, preliminary pavement restoration, and all equipment, labor and materials necessary to construct in accordance with plans.

The unit bid price for UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE, shall include, but not be limited to Perforated High Density Polyethylene Pipe dual walled ADS N-12 or approved equal, HDPE fittings, filter sleeve/sock, filter fabric, coarse aggregate No. 57, virgin dense graded aggregate, preliminary pavement restoration, and all equipment, labor and materials necessary to construct in accordance with plans.

The unit bid price for 15" REINFORCED CONCRETE PIPE, CLASS V, shall include, but not be limited to Reinforced Concrete Pipe, Class V or approved equal, fittings, coarse aggregate No. 57, virgin dense graded aggregate, preliminary pavement restoration, and all equipment, labor and materials necessary to construct in accordance with plans.

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE FOLLOWING IS ADDED:

- This section shall also include all the requirements of section 652 for the purposes of Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes

602.02 MATERIALS

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- Refer to NJDOT Standard Specifications for materials for Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes.
- Where indicated Heavy Duty ADA Compliant Grates as manufactured by Campbell Foundry or approved equal.
- INLET, TYPE D AND RECONSTRUCTED INLET, TYPE D, USING NEW CASTING shall be:
 - Pattern Number 2617, curb pieces shall be Type 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal. All new castings shall include frame, bicycle safe grate, Type 'N' Eco Curb piece and hardware. **The Contractor is ultimately responsible to verify the dimensions of all castings prior to ordering.**

602.03.03 Set Casting, Reset Casting, and Reconstructed Inlet and Manhole

THE FIRST PARAGRAPH IS CHANGED TO:

When modifying less than 1 foot of an inlet or manhole, set a new casting, or reset the existing casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

As described herein and in pay items, **'SET'** indicates that the Contractor is to provide new castings for Manholes and Inlets, including frames, grates, covers, curb piece, back plates, as shown on details for the pay item casting.

THE FOLLOWING IS ADDED:

Construction shall also be in accordance with NJDOT Standard Specifications.

THE FOLLOWING IS ADDED:

Set and rest castings to the proper elevation based on the final surface course. Before the work area is opened to traffic, provide smooth transitions from the pavement surface to the top of grate or cover.

THE FOLLOWING SUBSECTION IS ADDED:

602.03.06, Manhole Covers and Bicycle Safe Grates

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Manhole covers within the pedestrian route are to be of a pattern that is slip resistant and no protrusions greater than ¼" high, see the plan details. Covers sizes are to be selected to fit into the existing manhole frame.

THE FOLLOWING SUBPART(S) ARE ADDED:

602.03.07 Curb Pieces

THE FOLLOWING IS ADDED:

Curb Pieces to include storm drain labeling.

THE FOLLOWING SUBPART(S) ARE ADDED:

602.03.09 Inlet, Type A (If & Where Directed), Inlet, Type B (If & Where Directed) Inlet, Type D, Inlet Converted to Manhole, Reconstructed Manhole, Using New Casting, Parging Manhole (Full Depth of

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Walls) (If & Where Directed), Reset Existing Casting (If & Where Directed), Reconstructed Inlet, Type A, Using Existing Casting (If & Where Directed), Reconstructed Inlet, Type B, Using Existing Casting (If & Where Directed), Reconstructed Inlet, Type D, Using Existing Casting, Reconstructed Inlet, Type A, Using New Casting, Reconstructed Inlet, Type B, Using New Casting, Reconstructed Inlet, Type D, Using New Casting, Bicycle Safe Grate, Curb Piece, and Cleaning Drainage Structure.

PARGING MANHOLE (FULL DEPTH OF WALLS) (IF AND WHERE DIRECTED)

The pay item for PARGING MANHOLE (FULL DEPTH OF WALLS) (IF AND WHERE DIRECTED) shall be constructed in accordance with all applicable construction methods of this section. Additionally, the pay item shall include all labor necessary to parge existing or proposed storm manholes and sanitary manholes as directed in the field.

Construction shall be in accordance with 602.03.03, 602.03.04, 652.03 and as detailed on the plans.

602.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
INLET, TYPE A (IF & WHERE DIRECTED)	UNIT
INLET, TYPE B (IF & WHERE DIRECTED)	UNIT
INLET, TYPE D	UNIT
INLET CONVERTED TO MANHOLE	UNIT
RECONSTRUCTED MANHOLE, USING NEW CASTING	UNIT
PARGING MANHOLE (FULL DEPTH OF WALLS) (IF AND WHERE DIRECTED)	UNIT
RESET EXISTING CASTING (IF AND WHERE DIRECTED)	UNIT
RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING (IF & WHERE DIRECTED)	UNIT
RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING (IF & WHERE DIRECTED)	UNIT
RECONSTRUCTED INLET, TYPE D, USING EXISTING CASTING	UNIT
RECONSTRUCTED INLET, TYPE A, USING NEW CASTING	UNIT
RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT
RECONSTRUCTED INLET, TYPE D, USING NEW CASTING	UNIT
BICYCLE SAFE GRATE	UNIT
CURB PIECE	UNIT
CLEANING DRAINAGE STRUCTURE	UNIT

THE FOLLOWING IS ADDED:

All pay items under this section within the roadway surface shall include the cost of preliminary pavement restoration of HOT MIX ASPHALT 19M64 BASE COURSE in accordance with section 401.

Payment for Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes shall be made under the respective bid items in this section.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications.

Separate payment will not be made for coarse aggregate bedding under precast bases for inlets and manholes.

All inlets to be constructed and reconstructed will be with new casting and curb piece, and new bicycle safe grate. The curb piece will be "ECO" type with height as indicated on the plan. Payment for curb piece, bicycle safe grate and all else necessary will be included in the price bid for constructing the inlets.

All manholes to be constructed will be with new manhole casting and cover and in accordance with the details. Payment for manhole casting and cover and all else necessary will be included in the price bid for constructing the manholes.

All manholes, inlets and handholes to be reset will be paid under their respected pay items. If required, new manhole casting, new manhole cover, new inlet casting, new inlet curb piece, new bicycle safe grate, and new handhole cover shall be installed as specified on the plan. Payment for new manhole casting, new manhole cover, new inlet casting, new inlet curb piece, new bicycle safe grate, and new handhole cover will be paid based on the unit bid prices as listed in the bid form.

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section shall also include the requirements for the installation or resetting of Modular Paver Units. The work includes bedding preparation, paver installation, edge restraint, and joint fill.

Pay items under this section shall include TOPSOILING 4" THICK, FERTILIZING & SEEDING, TYPE AIII AND STRAW MULCHING restoration of adjacent grassed areas disturbed by construction in accordance with section 804, 806 & 809.

THE FOLLOWING IS ADDED/AMENDED TO THIS SECTION FOR ADA SOLUTIONS, INC. ADATILE CAST IN PLACE TRUNCATED DOME DETECTABLE WARNING SYSTEM (OR APROVED EQUAL):

This Section describes the requirements for constructing concrete sidewalks, driveways, and islands and ADA Solutions, Inc. ADATILE (or approved equal) detectable warning surface. This section also describes the requirements for surveying and providing lines, grades, elevations and reference marks necessary to construct elements of construction and to provide an as-built survey to verify compliance with the construction plans and Proposed Accessibility Guidelines for Pedestrian Facilities in the Public ROW - July 26, 2011 - aka ADA guidelines.

606.02 MATERIALS

606.02.01 Materials

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- **RESET PAVERS:**
 - Edge restraints for concrete pavers to be are to be aluminum and have dimensions 3/16" x 2-1/4" x 8'-0" stabilized with alumni stakes or as proposed system of equal or similar size and equal material to be approved. Materials and installation procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price.
 - The sand to be used as joint fill shall be structural sand blended with non-toxic, psyllium based stabilized sand product. Materials and mixing procedures shall be as indicated in the manufacturer's specifications. The cost for this work shall be included in the unit price.
 - DGABC in accordance with section 901.10.
 - Stone Dust (No. I-10 Aggregate) in accordance with section 901.11
 - Sand (Designation I-8) in accordance with section 901.11
 - Soil Separator Fabric in accordance with 919.01
- **DETECTABLE WARNING SURFACE:**
 - When radial or radius Detectable Warning Surface are indicated on the plans or directed in the field the contractor shall provide radius Cast-in-Place Detectable Warning Surfaces as manufactured by ADA Solutions, Inc. part No. 248RADREP_ or approved equal.
- **TOPSOIL, FERTILIZING, SEEDING & STRAW MULCHING**
 - Material shall consist of TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.02, 806.02 & 809.02.

606.03.01 HMA Sidewalks, Driveways, and Islands

THE FOLLOWING IS ADDED:

Existing driveway shall be sawcut straight (not jackhammered) at the limits of construction shown or directed by the RE.

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606.03.02 Concrete Sidewalks, Driveways, and Islands

THE FOLLOWING IS ADDED:

Existing driveways to be sawcut at the limit of construction as shown on the plans or as directed by the Engineer. Sawcutting shall conform to Section 202.

Existing driveways to be sawcut at the limit of construction as shown on the plans or as directed by the Engineer. Sawcutting shall conform to Section 202.

Handicap ramps shall consist of construction of handicap ramps at existing radii as directed by the Engineer. The handicap ramps shall consist of removal of existing concrete sidewalk and curb/curb and gutter and construction of 9" X 18" concrete curb, monolithic curb and gutter, concrete sidewalk 4" thick, Public Ramp Delineation, (24" x 48" ADATILE ADA SOLUTIONS (OR APPROVED EQUAL) and whatever materials or resets are necessary to complete each individual ramp.

The radii that will require complete handicap ramps will be those with existing curb and sidewalk or those with existing sidewalk but no curb. Those radii with curb only will be replaced with curb only and paid for under the item for 9" X 18" concrete vertical curb.

Public Ramp Delineation on newly constructed and on existing handicap ramps shall be (24" x 48" ADATILE ADA SOLUTIONS (OR APPROVED EQUAL) installed as per manufacturer's requirements.

Permission will not be granted for monolithic pours. All concrete curb of various types must be poured separately from concrete sidewalk, 4" thick.

THE FOLLOWING SUBPART(S) ARE ADDED:

606.03.05 Reset Pavers

Excavation shall be in accordance with Section 202. DGABC to be placed and compacted in accordance with Section 401. **Modular pavers in driveways to be placed on a concrete base course with a sand leveling bed.**

A ¾ to 1" setting bed consisting of stone dust should be applied over the concrete subbase conforming to ASTM C 33. When calculating bed levels, it is important to consider that the bricks will be compacted approximately 1/8" - ¼" into the setting bed with a plate vibrator during final steps of installation. Level setting bed with a straight edge to desired heights. Level, but do not compact. Only spread sufficient area that can be covered with Pavers the same day. Do not step in or disturb the setting bed in any manner.

Place the paving bricks into position by hand, keeping joints as tight as possible. As soon as a sufficient area of bricks has been laid, the bricks are compacted into the setting bed with a high frequency, low amplitude plate vibrator. Units are pressed into setting bed and compacted. Joints are then filled with sand and brick pavers are vibrated until all joints are completely filled. Excess sand is removed. The only cutting of the bricks needed is at the boundaries. Cutting should be carried out with a diamond masonry saw. The pavement can be used by normal traffic as soon as it is completed.

The sand to be used as joint fill should be stabilized with an organic additive "SANDLOCK" as provided by PAVE TECH INC. or approved equal. Materials and mixing procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price bid for Concrete Modular Paver.

As directed, Aluminum paver restraints shall be utilized along planters and green areas. Materials and installation procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price bid for paver item.

On resetting work, the Contractor shall carefully remove the existing pavers, clean, and store pavers for resetting once base course work is complete.

Construction Tolerances for ADA Compatibility:

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In locations where pavers are set with the pedestrian area construction tolerances are to be met. The following are the tolerances published by the Interlocking Concrete Pavement Institute as a result of the project identified below:

<https://www.access-board.gov/research/completed-research/dimensional-tolerances/introduction>

**Interlocking Concrete Pavement Institute
Construction Tolerances for Segmental Concrete Pavements**

Setting Bed Materials	Joint Widths	Construction Tolerances
Sand setting beds for concrete pavers and paving slabs	Joint width between adjacent units (See Figure 1)	1/16 in. to 3/16 in.
Attribute	Segmental Concrete Paving Products & Characteristics	Construction Placement & Surface Tolerances
Joint or bond lines	All segmental concrete paving products: Horizontal deviation	Maximum $\pm 1/2$ in. horizontal deviation from either side of a 50-ft. string line pulled over a joint or bond line
Laying Pattern	Concrete Pavers:	90 degree herringbone
Surface smoothness	All segmental concrete paving products: Variation in height between adjacent units (lippage)	Maximum 1/8 in.
Surface flatness	All segmental concrete paving products: Surface tolerance	$\pm 3/8$ in. over 10 ft., noncumulative

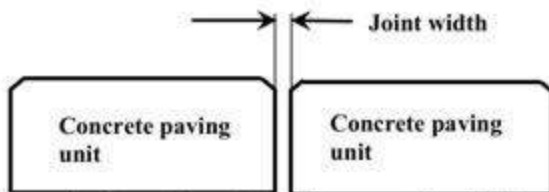


Figure 1. Concrete paving unit cross section defining joint width

606.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

Pay Item

CONCRETE SIDEWALK, 4" THICK
CONCRETE SIDEWALK, REINFORCED, 6" THICK
HOT MIX ASPHALT DRIVEWAY, 2" THICK
DETECTABLE WARNING SURFACE
RESET PAVERS

Pay Unit

SQUARE YARD
SQUARE YARD
SQUARE YARD
SQUARE YARD
SQUARE YARD

THE FOLLOWING IS ADDED:

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New or resetting of Concrete/Clay Modular Pavers will be measured by the square yard. Square Yard cost to include labor in removing, storing and cleaning existing block, excavation, DGABC base course, plus materials and labor for construction of setting bed, pavers, edge restraint, joint fill and stabilization.

When newly proposed curb-lines, walks or driveways cause gaps in adjacent existing concrete/clay modular paver walks or driveway the contractor shall provide additional matching pavers to fill in such gaps or fill in such gaps fill in such gaps as directed by the engineer. No separate payment shall be made.

Payment for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 AND STRAW MULCHING shall be included under the various bid items in this section including but not limited to RESET PAVERS, CONCRETE SIDEWALK, _" THICK; CONCRETE SIDEWALK, REINFORCED, _" THICK; HOT MIX ASPHALT DRIVEWAY, _" THICK.

Payment for 4" Dense Graded Aggregate Base Course shall be included under the various unit bid price items in this section including but not limited to CONCRETE SIDEWALK, _" THICK; CONCRETE SIDEWALK, REINFORCED, _" THICK; HOT MIX ASPHALT DRIVEWAY, _" THICK.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications.

SECTION 607 – CURB

607.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Pay items under this section shall include pavement repair strips adjacent constructed curbs consisting of DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 12.5M64 SURFACE COURSE and HOT MIX ASPHALT 19M64 BASE COURSE in accordance with section 302 & 401. Thickness of the various courses shall be in accordance with the pavement section as detailed or noted on the plans.

Pay items under this section shall include TOPSOILING 4" THICK, FERTILIZING & SEEDING, TYPE AIII AND STRAW MULCHING restoration of adjacent grassed areas disturbed by construction in accordance with section 804, 806 & 809.

607.02 MATERIAL

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- PAVEMENT REPAIR STRIPS ADJACENT TO PROPOSED CURB LINE:
 - DENSE-GRADED AGGREGATE BASE COURSE shall be in accordance with section 302.02
 - HOT MIX ASPHALT 12.5M64 SURFACE COURSE shall be in accordance with section 401.02
 - HOT MIX ASPHALT 19M64 BASE COURSE shall be in accordance with section 401.02.
- TOPSOIL, FERTILIZING, SEEDING & STRAW MULCHING
 - Material shall consist of TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.02, 806.02 & 809.02.

607.03 CONSTRUCTION

THE FOLLOWING IS ADDED TO THE BEGINNING:

Cast-in-place concrete items shall not be constructed from November 1 to March 15 unless methods are reviewed and approved by the RE.

THE FOLLOWING SUBPART(S) ARE ADDED:

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607.03.08 Pavement Repair Strips Adjacent to Constructed Curb-lines

Construction for pavement repair strips adjacent to curbs consisting of DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 12.5M64 SURFACE COURSE, HOT MIX ASPHALT 19M64 BASE COURSE and shall be in accordance with subsections 302.03 & 401.043.

607.03.09 Topsoil, Fertilizing, Seeding & Straw Mulching

Construction for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.03, 806.03 & 809.03.

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
9"X18" CONCRETE VERTICAL CURB	LINEAR FOOT
GRANITE CURB	LINEAR FOOT

THIS SUBSECTION IS CHANGED TO:

Areas of granite and concrete curb unnecessarily disturbed or damaged during construction shall be replaced by the Contractor at no additional cost to the Township.

THE FOLLOWING IS ADDED:

Payment for DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 12.5M64 SURFACE COURSE, HOT MIX ASPHALT 19M64 BASE COURSE at pavement repair strips where adjacent to proposed curb-lines and as detailed on the plans shall be included under the various bid curb items in this section including but not limited to 9" X 18" CONCRETE VERTICAL CURB & GRANITE CURB.

Payment for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 AND STRAW MULCHING shall be included under the various bid items in this section including but not limited to 9" X 18" CONCRETE VERTICAL CURB & GRANITE CURB.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications.

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

610.03.02 Traffic Markings Lines, Traffic Markings Symbols, and Traffic Markings Route Symbols

THE SUBPART IS CHANGED TO:

- A. Marking Plan.** At least 20 days before beginning the work, submit to the RE for approval a marking plan that includes:
1. Schedule of operations for applying traffic markings.
 2. Number and type of equipment.
 3. Manufacturer's recommendations for use of the materials, including mixing ratios and application temperatures.
 4. Details on the means and methods for surface preparation.
 5. Details on the means and methods for premarking.
- B. Surface Preparation.** Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

C. Applying Traffic Markings. Place preformed thermoplastic or hot extruded thermoplastic traffic markings on thoroughly dry surfaces and during dry weather conditions. Apply using equipment and procedures that produce markings of the specified color, width, and thickness with well-defined edges, uniform retroreflectivity, and proper bonding to the pavement. Apply the thermoplastic material as follows:

1. **Preformed Thermoplastic.** Melt the preformed thermoplastic tape to bond the traffic markings permanently in position according to the manufacturer's recommendations.

Meet the minimum initial retroreflectance value, as specified in 610.03.01.D for thermoplastic tape, by applying additional glass beads to the hot-wet material in a uniform pattern as necessary.

2. **Extruded Thermoplastic.** Uniformly heat the thermoplastic material. When the ambient and surface temperatures are at least 50 °F, apply the melted material at a temperature of between 400 and 425 °F. Extrude the thermoplastic traffic markings on the HMA or concrete pavement ensuring a thickness of 90 ± 1 mils.

Immediately after, or in conjunction with the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.

D. Applying Transverse Rumble Markings. Install transverse rumble markings as follows:

1. Ensure the HMA or concrete pavement is clean and dry before applying thermoplastic materials as specified in 610.03.02.B.
2. Heat thermoplastic material as specified in 610.03.02.C.2.
3. Apply one layer of thermoplastic material on the HMA or concrete pavement surface at a thickness of 125 ± 1 mils. Then while the material is hot, apply a second layer of thermoplastic material at 125 ± 1 mils.
4. Uniformly apply glass beads as specified in 610.03.02.C.2.
5. The Contractor will ensure that there is no separation between the first and second layer of thermoplastic material before the RE's final acceptance of transverse rumble markings.
6. The Contractor will ensure that the appropriate thickness of 125 ± 1 mils per layer of thermoplastic material is installed, any markings found by the RE to be thinner than 125 ± 1 mils will be removed and reinstalled by the Contractor at no additional cost to the Department.
7. The Department will make payment for transverse rumble markings by square feet under TRAFFIC MARKINGS SYMBOLS as specified in 610.04.
8. Thermoplastic material for transverse rumble markings shall be white in color.

E. Performance. Ensure that the traffic markings show no fading, lifting, cracking, chipping for any reason including but not limited to traffic wear, maintenance activities including snow plowing, until Acceptance. Ensure that 60 days after application, traffic markings have a minimum retroreflectance value of:

375 millicandelas per square meter per lux for white traffic markings

250 millicandelas per square meter per lux for yellow traffic markings

F. Defective work. Replace thermoplastic traffic markings that are determined by the RE before Acceptance to be defective or that are damaged during construction. Remove defective markings as specified in 610.03.08.

Replace the entire area of thermoplastic traffic markings determined to be less than the required thickness, to have incorrect color or width, to have failed to bond to the pavement, or to have chipped or cracked. The minimum replacement area is an individual word or symbol, or for longitudinal lines the entire length from where the deficiency first occurs to where it no longer exists.

The RE will determine initial retroreflectance as follows:

Provide the RE with a Reflectometer that meets a 30 meter geometry as specified in ASTM E 1710, capable of measuring wet and dry conditions as specified in ASTM E 2176 and ASTM E 2177, and that has been certified by the manufacturer as being calibrated within the last 2 years. The RE will test the retroreflectance of traffic markings with the provided reflectometer according to the manufacturer's recommendations. Replace traffic markings that do not meet the retroreflectance values indicated in 610.03.02.E.

G. Opening to Traffic. Complete each application of thermoplastic traffic markings and allow to thoroughly dry before opening to traffic. The RE will determine when the traveled way can be opened to traffic.

610.03.03 RPMs (Raised Pavement Markers)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

610.04 MEASUREMENT AND PAYMENT

THE SUBPART IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
TRAFFIC MARKING LINES, 4"	LINEAR FOOT
TRAFFIC MARKING LINES, 6" (IF & WHERE DIRECTED)	LINEAR FOOT
TRAFFIC MARKING LINES, 8"	LINEAR FOOT
TRAFFIC MARKING LINES, 12" (IF & WHERE DIRECTED)	LINEAR FOOT
TRAFFIC MARKING LINES, 24"	LINEAR FOOT
TRAFFIC MARKING SYMBOLS (IF & WHERE DIRECTED)	SQUARE FOOT

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

SECTION 612 – SIGNS

612.02 MATERIALS

THE FOLLOWING MATERIAL IS CHANGED TO:

Steel "U" and Square Tube Post Sign Supports 911.02.01

612.03 CONSTRUCTION

612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel "U" Post Supports

THE SUBPART IS RENAMED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
REGULATORY AND WARNING SIGN	SQUARE FOOT
GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS	SQUARE FOOT

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Work described in this Section is for work performed when the utility is owned by a municipality. The Contractor shall coordinate all work with the local utility authority. The utility owner is responsible for all inspection and testing.

651.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS CHANGED TO:

Separate payment shall not be made for Water Valve Box Reset. Shall be included under Hot Mix Asphalt 12.5M64 Surface Course.

SECTION 652 – SANITARY SEWERS

652.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Work described in this Section is for work performed when the utility is owned by a municipality. The Contractor shall coordinate all work with the local utility authority. The utility owner is responsible for all inspection and testing.

652.03.04 Sanitary Sewer Service Connections

THE FOLLOWING IS ADDED:

A. SANITARY SEWER SERVICE CONNECTIONS Performed by the Contractor

House connections damaged by the Contractor shall be restored to proper operating conditions at no cost to the Township. The size and type of pipe and type of joint shall conform to the requirements of the corporations, companies, agencies, or municipalities owning or controlling the utility. When the service connection lines needs to be relocated due to a field conflict, the length of line replaced will be paid by the linear foot and will include all Work to restore the service.

Plastic or PVC pipe and fittings may be used if permitted by corporations, companies, agencies, or municipalities owning or controlling the utility.

652.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
RECONSTRUCTED MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UNIT
RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING	UNIT

THE FOLLOWING IS ADDED:

Payment for Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings, and Rebuilding Sanitary Manholes & Reconstructing Manholes shall be made under the respective bid items in section 602.

SECTION 653 – GAS

653.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Contractor shall coordinate all work with the local utility authority. The utility company is responsible for all inspection and testing.

653.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS CHANGED TO:

Separate payment shall not be made for Reset Gas Valve Box. Shall be included under Hot Mix Asphalt 12.5M64 Surface Course.

DIVISION 800 – LANDSCAPING

SECTION 802 – TRIMMING AND REMOVING TREES

802.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Any necessary TREE REMOVAL less than 6" in diameter removal shall be included in Item CLEARING SITE.

No additional payment will be made for tree trimming under the direction of the Township.

THE FOLLOWING HAS BEEN ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
STUMP REMOVAL (IF AND WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 6" TO 12" DIAMETER (IF & WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 12" TO 18" DIAMETER	UNIT
TREE REMOVAL, OVER 18" TO 24" DIAMETER (IF & WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 24" TO 30" DIAMETER (IF & WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 30" TO 36" DIAMETER (IF & WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 36" DIAMETER (IF & WHERE DIRECTED)	UNIT

SECTION 806 – FERTILIZING AND SEEDING

806.03.01 TURF SEEDING

C. Seed and Fertilizer Application

2. Dry Method.

ADD THE FOLLOWING

Newly seeded areas need to be kept moist. Without regular rainfall, water ¼" twice a day until vegetation is well established.

E. Turf Establishment.

ADD THE FOLLOWING

During dry seasons, water planting areas with ½" of water every 3-4 days.

806.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS CHANGED TO:

Separate payment shall not be made for FERTILIZING AND SEEDING, TYPE A-3. Payment for FERTILIZING AND SEEDING, TYPE A-3 shall be included under the various bid items in sections 606 and 607.

SECTION 809 – MULCHING

804.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS CHANGED TO:

Separate payment shall not be made for STRAW MULCHING. Payment for STRAW MULCHING shall be included under the various bid items in sections 606 and 607.

SECTION 811 – PLANTING

811.01 DESCRIPTION

ADD THE FOLLOWING:

The contractor shall provide a list of available trees equivalent in price to the species indicated under the materials to the Township Engineer and Forrester. The Engineer and Forrester shall then select the species and quantity of trees to be planted and indicate the location of the plantings. The Contractor is to coordinate field verified planting locations with Township Forrester.

811.02 MATERIALS

ADD THE FOLLOWING:

Plants: Shall be one of the following species or an approved equal available species to following trees:

Ornamentals to be planted when there are overhead utility lines involved

1. Okame Cherry
2. Kwanzan Cherry
3. Autumn flowering Cherry
4. Redbud
5. Centzan Flowering Crabapple
6. Ivory Silk Japanese Lilac
7. Winter king Hawthorn
8. Pyramidal European Hornbeam

Shade trees to be planted when there is growing space adequate and no utility lines

1. Jefferson Elm
2. Swamp White Oak
3. Eastern Hackberry
4. Black Gum
5. Magar Gingko
6. Trident maple
7. Hedge Maple
8. Dawn Redwood
9. Fruitless Sweetgum

All trees shall be 1 ½"-2 ½"" caliper. The location of the trees will be at the direction of the Engineer and/or Forester.

All planting to be done whenever the weather and soil conditions are favorable or as otherwise authorized by the Owner or his representative.

All plant material shall conform to the American Standard for Nursery Stock, as published by the American Association of Nurserymen, 1250 I Street, N.W., Suite 500, Washington, D.C. 20005.

All plants must be disease, fungi, and insect free upon delivery. All materials must be watered down and covered with a heavy tarpaulin while in transit. Upon arrival the tarp shall be lifted off the plant material. On-site storage of plant material shall be in accordance with the following:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

- 1.) Roots and balls shall at all times be protected from the sun or from drying winds.
- 2.) Plants that are not immediately planted upon delivery shall be set on the ground and well protected with soil, wet moss, or other applicable material as approved by the Engineer.

Soil:

Topsoil furnished shall contain no stones, lumps, roots, or similar objects larger than one inch in any dimension and shall have a pH value not less than 5.5 and not more than 7.5. If the pH value of the topsoil is less than 5.5, it shall be increased by applying ground limestone at the rate necessary to attain a pH value in the range required.

Topsoil shall have a minimum organic content of not less than 3.75 percent by weight. When the organic content of the topsoil furnished is less than 3.75 percent, it shall be increased by adding peat at the rate necessary to attain this minimum organic content range required.

Size of Trees	Diameter and Depth of Planting Holes
2-1/2 to 3 inch caliper	40 inches by 26 inches

Should the ball be larger than specified, the excavation must have a twelve inch clearance around the entire ball. The depth of the hole should be deep enough to allow for a good six inches of drainage after being backfilled and firmed.

All planting material to be supplied by nurseries in the Mid-Atlantic region of the United States.

Amended soil shall be 80% topsoil in accordance with 917.01, 20% organic material such as leaf mold or peat moss. In addition, incorporate a 10-10-10 fertilizer and an endo and ectomycorrhizal fungi transplant amendment; both applied per the manufacturer's recommendation.

Each tree planted shall receive a 20 gallon "TreeGator" drip bag watering system or approved equal. "TreeGator" may be obtained from Spectrum Products, Inc., 4200 Atlantic Ave., Suite 152, Raleigh, NC 27604, 1-(800)-800-7391.

Each tree planted within 5 feet of a sidewalk shall receive a root control system called "Biobarrier" or approved equal. "Biobarrier" may be obtained from Reemay Inc., 70 Old Hickory Blvd., Old Hickory, TN 37138, (615)-847-7000. Each tree planted shall receive 20' by 19 1/2" sheet of material installed directly behind the sidewalk.

811.03.01 Planting

I. Watering.

ADD THE FOLLOWING:

For street trees, the initial watering at the time of planting shall be at the rate of 15 gallons per square yard of plant pit area. "TreeGator" drip bag watering system (or approved equal) shall be utilized to maintain damp soil conditions around the root ball after planting. Drip bag shall be replenished once a week throughout the dry season, from May 15 to September 15. Drip bags that are damaged or missing during the watering season shall be replaced at no additional cost to the Township. All "TreeGator" drip bags shall be considered the property of the Township and shall be turned over to Public Works at the completion of the project.

811.03.02 Plant Establishment Period

THE THIRD AND FOURTH PARAGRAPHS ARE CHANGED TO:

All plantings will be warrantied under the provisions of the project surety as described in Section 108.21. If the Township determines that plants need to be replaced during the warrantee period, replant plants as specified in 811.03.01 within 3 weeks of notification. If replacing outside of the optimal planting season, as specified in Table 811.03.01-1, only use containerized or balled and burlapped plants that are certified as being dug dormant.

2. Maintenance Bond.

REPLACE WITH THE FOLLOWING:

Plants to be warrantied under the project warranty for the length of the maintenance period.

811.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

Pay Item

SMALL DECIDUOUS TREE, 2.0-2.5 CAL., B&B

Pay Unit

UNIT

THE LAST PARAGRAPH IS REPLACED WITH THE FOLLOWING:

The Township will make no payment for plants rendered unacceptable until replaced with healthy specimen of similar species and size.

Tree plantings shall include the root control system, drip bag watering system, and water.

The Township will make no payment for wood chip mulching associated with planting. All costs shall be included in the price bid for the plant material. The limits for wood chip mulch associated with planting will extend from the center of the plant out to the drip line or edge of the plant pit/bed, whichever is greater.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

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

902.02.01 Mix Designations

PART (4) IS CHANGED TO:

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

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

902.02.04 Sampling and Testing

A General Acceptance Requirements.

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

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

D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at N_{des} for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the number of design gyrations (N_{des}) specified in Table 902.02.03-2, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA.

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

Ensure that the HMA mixture conforms to the requirements specified in Table 902.02.04-1, and to the gradation requirements in Table 902.02.03-1. If the test results are outside of the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements specified in Table 902.02.03-1 or Table 902.02.04-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will

immediately take an acceptance sample to test and verify that the composition meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1. If 2 consecutive acceptance or quality control samples are outside the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1 and ME approval. The ME will reject mixture produced at initial restarting that does not meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1.

The ME will test a minimum of 1 sample per 3,500 tons for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at 280 ± 5 °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

Table 902.02.04-1 Hot Mix Asphalt Requirements for Control

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)	Voids in Mineral Aggregate (VMA), % (minimum)						Dust-to-Binder Ratio
		Nominal Max. Aggregate Size, mm						
	@N _{des} ¹	37.5	25.0	19.0	12.5	9.5	4.75	
L, M	95.0 – 97.0	11.0	12.0	13.0	14.0	15.0	16.0	0.6 – 1.3

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

902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

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

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

SECTION 903 – CONCRETE

903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

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

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

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

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by

weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

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

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

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

SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01.01 Materials

B. Retroreflective Sheeting.

TABLE 911.01.01-2 IS CHANGED TO:

THE SECOND SIGN TYPE IN TABLE 911.01.01-2 IS CHANGED TO:

Table 911.01.01-2 Allowable Sign Sheeting Types		
Sign Type	Test Method	Type
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI ¹
Guide Signs Mounted on Steel “U” or Square Tube Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI ²
1. Ground-mounted signs with white background shall be ASTM Type IX.		
2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.		

911.01.02 Fabrication

A. Sign Panels.

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

THE THIRD PARAGRAPH OF PART A IS CHANGED TO:

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel “U” or square tube post sign supports. Use the same material and color for trim molding that is used for the sign face.

C. Legends and Borders.

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering

is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

911.01.04 Acceptance Inspection

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

911.02 SIGN SUPPORTS

911.02.01 Steel “U” Post Sign Supports

THE SUBPART IS RENAMED TO:

911.02.01 Steel “U” and Square Tube Post Sign Supports

THE FOLLOWING IS ADDED AT THE END:

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for “U” posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

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

912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

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

Table 912.01.04-1 Requirements for Concrete Stain		
Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

912.04.02 Removable Pavement Marking Tape

A. Temporary Pavement Tape.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

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

B. Removable Black Line Masking Tape.

THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

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

SECTION 917 – LANDSCAPING MATERIALS

917.07 SOD

917.08 PLANT MATERIALS

H. Inspection.

Notify the RE at least 48 hours in advance of delivery to the Project Limits for installation.

DIVISION 1000 – EQUIPMENT

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

1001.01 FLASHING ARROW BOARD

SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

1001.01 ARROW BOARD

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS

THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

THE FOLLOWING SUBSECTION IS ADDED:

SECTION 1003 – HMA SITE EQUIPMENT

1003.01 MATERIALS TRANSFER VEHICLE (MTV)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

HELEN AVE., LAWRENCE AVE., FLORENCE PL., AND
LOWELL AVE., IMPROVEMENTS PROJECT

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

SECTION 1008 – MISCELLANEOUS EQUIPMENT

THE FOLLOWING SUBSECTION IS ADDED:

1008.07 CONCRETE VERTICAL CURB SAW

Provide a power-driven vertical curb saw with horizontally-oriented blade capable of sawing to the required dimensions without causing uncontrolled cracking. Equip the vertical curb saw with water-cooled, circular, diamond-edge blades or abrasive wheels, and alignment guides. Ensure that the vertical curb saw is capable of immediately collecting the slurry produced from the operations. The Contractor may use a vertical curb saw that does not collect slurry if the RE approves an alternate slurry collection method.

When sawcutting grooves, use a multi-bladed saw with an adequate number of blades and alignment wheels.

Provide within the Project Limits spare saw blades and at least one standby saw that meets the above requirements.

SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

4. Equipment for Preparation of Asphalt Binder.

THE 4TH PARAGRAPH IN PART 4 IS CHANGED TO:

Provide valves according to ASTM D 140, except ensure that a sampling valve is also located in the lowest third of each storage tank. If any additive is added at the HMA plant, provide a sampling valve according to AASHTO M 156, Section 4.3.4.

8. Safety.

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

1009.03 ASPHALT-RUBBER BINDER BLENDING EQUIPMENT

THE 5TH PARAGRAPH IS CHANGED TO:

Provide valves according to ASTM D 140, except ensure that a sampling valve is also located in the lowest third of each storage tank.

NJDOT TEST METHODS

NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

B. Apparatus.

PART B IS CHANGED TO:

Use the following apparatus:

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

C. Procedure.

PART C IS CHANGED TO:

Perform the following steps:

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

STATE FUNDED PROJECT ATTACHMENT 1

SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

C. Definitions

- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

- a. Small business with gross revenues that do not exceed \$3 million.
- b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
- c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

- a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
- b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
- c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
 1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
 2. Consultants employed under contracts for which the business wants to be eligible as a small business.

- 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

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

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

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

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

1. Post Award Obligations

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

2. Affirmative Action After Award of the Contract

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

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

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
- (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

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

- F. **SBE Goals for this Contract.** This Contract includes a goal of awarding _____ percentage of the Total Contract Price to subcontractors qualifying as SBEs.

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

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

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

G. Counting SBE Participation.

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

H. Commercially Useful Function

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Submission of Affirmative Action Program

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

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

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

- K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.
- L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.
- M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.
- N. Documentation**

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

STATE FUNDED PROJECT ATTACHMENT 2

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. The

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

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
 - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have

a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

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

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

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

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

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

- B. Equal Employment Opportunity Policy.** The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

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

D. Dissemination of Policy.

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

responsibilities to provide Equal Employment Opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

E. Recruitment

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran's status, disability, nationality, or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section I Unions" of this "State Of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects" Attachment.

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

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

G. Training and Promotions.

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

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

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

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

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

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

J. Records and Reports

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

STATE FUNDED PROJECT ATTACHMENT 3

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

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

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

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

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

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

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

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

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

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

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf.

Instructions for completing the form can be found online at:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf.

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

STATE FUNDED PROJECT ATTACHMENT 4

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

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

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

- A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - 1. Investigatory activities and findings.
 - 2. Dates and parties involved and activities involved in resolving the complaint.
 - 3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - 4. A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

STATE FUNDED PROJECT ATTACHMENT 5

PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
 2. The ethnicity and gender of each employee.
 3. Each employee's specific work classification (s).
 4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
 5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 6. Each employee's gross wage.
 7. The itemized deductions made.
 8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

STATE FUNDED PROJECT ATTACHMENT 6

AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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