

CITY OF BRIGANTINE  
ATLANTIC COUNTY, NEW JERSEY

# **BRIGANTINE BOULEVARD (CR 638)**

## **CITY OF BRIGANTINE, ATLANTIC COUNTY, NJ**

### **TAP LIGHTHOUSE DISTRICT STREETSCAPE IMPROVEMENT PROGRAM**

**2016 NJDOT TAP Design Assistance Program TP-173**  
**Federal Project No. TA-AC-0638(304) / NJDOT Job No. 5503313**



## **BID DOCUMENTS AND SPECIFICATIONS**

October 27, 2022

PREPARED BY:

**GPI**

GREENMAN-PEDERSEN, INC.  
100 Corporate Drive, Suite 301  
Lebanon, NJ 08833

(THIS PAGE INTENTIONALLY LEFT BLANK)

## TABLE OF CONTENTS

### **Part 1 – Bid Documents**

Notice To Bidders .....	2 Pages
Bid Document Checklist .....	1 Page
Bid Proposal Form.....	3 Pages
Exhibit A ADA.....	1 Page
Exhibit B Mandatory EEO Language .....	3 Pages
Affirmative Action Compliance Notice .....	1 Page
Bid Bond.....	1 Page
Bidder Qualifications .....	2 pages
Consent of Surety .....	1 Page
Acknowledgement of Receipt of Addenda .....	1 Page
Stockholder Disclosure Certification .....	1 Page
Non-Collusion Affidavit .....	1 page
Debarred List Affidavit .....	1 Page
Disclosure of Subcontractors .....	1 Page
Disclosure of Investments in Iran .....	2 Pages
Byrd Anti-Lobbying Amendment Certification .....	1 Page
CR-266 “Schedule of DBE/ESBE/SBE Participation” .....	1 Page
CR-273 “Confirmation of DBE/ESBE/SBE Firm” .....	1 Page
CR-272 “DBE/ESBE/SBE Regular Dealer/Supplier Verification” .....	1 Page
CR-274 “DBE/ESBE/SBE Trucking Verification” .....	2 Pages

### **Part 2 – Specifications**

Supplemental Specifications and Special Provisions .....	51 Pages
Federal Aid Attachments - Specifications.....	Appendix A
Federal Prevailing Wage Rates (Davis-Bacon Act) .....	Appendix B
New Jersey Prevailing Wage Rates – Atlantic County .....	Appendix C
New Jersey Prevailing Wage Rates – Statewide .....	Appendix D
NJDOT Monthly Employment Utilization CC-257R Electronic Reporting Instructions ....	Appendix E
ADA Links.....	Appendix F
Advisory Notice to all Bidders.....	Appendix G
Atlantic City Electric House Raising/Demolition Application (for Pole Removal).....	Appendix H
Cape-Atlantic Conservation District Certification SE&SC Plan .....	Appendix I

(THIS PAGE INTENTIONALLY LEFT BLANK)



CITY OF BRIGANTINE  
ATLANTIC COUNTY, NEW JERSEY

---

BRIGANTINE BOULEVARD (CR 638)  
TAP LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM

---

**NOTICE TO BIDDERS**

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids for:

**BRIGANTINE BOULEVARD (CR 638)  
TAP LIGHTHOUSE DISTRICT STREETSCAPE IMPROVEMENT PROGRAM**

will be received by the City Clerk up to **10:00 AM** prevailing time on **November 23, 2022**, at which time they will be publicly opened and read aloud at the Brigantine City Municipal Building, 1417 West Brigantine Avenue, Brigantine, NJ 08203.

Bid forms, contract documents, specifications, and plans are available only for downloading from the Brigantine City website at [www.brigantinebeach.org](http://www.brigantinebeach.org). A hard copy of the documents will be available for review only by appointment at the Clerk's office in the Brigantine City Municipal Building, 1417 West Brigantine Avenue, Brigantine, NJ 08203.

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 City Clerk, BRIGANTINE CITY, ATLANTIC 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.

**PROPOSALS MUST BE MADE UPON THE "BID DOCUMENTS" BLANK FORMS PROVIDED AND SUBMITTED IN A BOUND BOOK.**

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., NJAC 17:27 (Affirmative Action), NJSA 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 USC SI2101, et seq.).

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 P.L. 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.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because the language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

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 CITY OF BRIGANTINE reserves the right to reject all bids, to reject unbalanced bids, and to waive any informality in any bid.

This project is federally funded through NJDOT Transportation Alternative Set-Aside Program and requires FHWA contract compliance. This project has a DBE Goal of 8% and a Trainee Goal of 0 trainees for a total of 0 trainee hours.

By Order of the Mayor & Council  
City of Brigantine

Dated: October 27, 2022

**CITY OF BRIGANTINE**  
**BID DOCUMENT CHECKLIST**

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry, and if required, submit the item</b>
<input checked="" type="checkbox"/>	Bid Document Checklist	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language (No Signatures) Exhibit A – ADA Equal Opportunity for Individuals with Disability Exhibit B – Mandatory EEO Language	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	
<input checked="" type="checkbox"/>	Bid Bond (with Power of Attorney for full amount of Bid Bond)	
<input checked="" type="checkbox"/>	Bidder Qualifications	
<input checked="" type="checkbox"/>	NJ Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Proof of NJ Business Registration	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Debarred List Affidavit	
<input checked="" type="checkbox"/>	Disclosure of Subcontractors	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input checked="" type="checkbox"/>	Byrd Anti-Lobbying Amendment Certification	
<input checked="" type="checkbox"/>	CR-266 “Schedule of DBE/ESBE/SBE Participation”	
<input checked="" type="checkbox"/>	CR-273 “Confirmation of DBE/ESBE/SBE Firm”	
<input checked="" type="checkbox"/>	CR-272 “DBE/ESBE/SBE Regular Dealer/Supplier Verification” – if applicable	
<input checked="" type="checkbox"/>	CR-274 “DBE/ESBE/SBE Trucking Verification” – if applicable	

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

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

CITY OF BRIGANTINE  
ATLANTIC COUNTY, NEW JERSEY

---

BRIGANTINE BOULEVARD (CR 638)  
TAP LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM

---

**BID PROPOSAL FORM**

The Undersigned hereby declares that he/she carefully examined the Notice to Bidders, Standard Specifications, Supplementary Specifications, Plans, and Forms for the Construction of the Project named above; that he/she carefully examined the site of the Project as provided in Article 102.06 of the Standard Specifications and that he/she will contract to carry out and complete the said projects as specified and delineated at the Price per Unit of measure for each schedule item of work in the Schedule of Prices following.

It is understood that the TOTAL PRICE stated by the undersigned in the Schedule of Prices is based on the estimated quantities and that the extension of the unit price times the quantity will control each bid item cost in determining the TOTAL PRICE for awarding the Contract as provided in Article 103.01 of the Standard Specifications. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be decreased or increased as provided in the Specifications.

Note: Extension of Unit Prices must be exact.

**SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price (\$)	Total Price
1	PERFORMANCE BOND AND PAYMENT BOND	DOLL	DOLL		
2	MOBILIZATION	LS	LS		
3	CONSTRUCTION LAYOUT	DOLL	DOLL		
4	SILT FENCE	LF	100		
5	INLET FILTER TYPE 2, 2' X 4'	UNIT	10		
6	CONCRETE WASHOUT SYSTEM	LS	LS		
7	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT	1		
8	BREAKAWAY BARRICADE	UNIT	5		
9	DRUM	UNIT	150		
10	TRAFFIC CONE	UNIT	150		
11	CONSTRUCTION SIGNS	SF	1000		
12	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2		
13	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	1		
14	TRAFFIC DIRECTOR, FLAGGER	HOUR	24	\$80.78	\$1,938.72
15	FUEL PRICE ADJUSTMENT	DOLL	DOLL	\$100.00	\$100.00
16	FINAL CLEANUP	LS	LS		
17	CLEARING SITE	LS	LS		

Item No.	Items	Unit	Quantity	Unit Price (\$)	Total Price
18	POLYMERIZED JOINT ADHESIVE	LF	6218		
19	RECONSTRUCTED INLET, TYPE B, CONVERT TO INLET TYPE A	UNIT	1		
20	BICYCLE SAFE GRATE	UNIT	2		
21	CONCRETE SIDEWALK, 4" THICK	SY	1858		
22	PRECAST CONCRETE PAVERS	SY	57		
23	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	215		
24	RESET PRECAST CONCRETE PAVERS	SY	3		
25	DETECTABLE WARNING SURFACE	SY	42		
26	9" X VARIABLE HEIGHT CONCRETE VERTICAL CURB	LF	2089		
27	CONCRETE GUTTER	SY	369		
28	TRAFFIC STRIPES, 4"	LF	650		
29	TRAFFIC STRIPES, 8"	LF	1700		
30	TRAFFIC MARKING LINES, 8"	LF	1000		
31	TRAFFIC MARKING LINES, 24"	LF	30		
32	REMOVAL OF TRAFFIC STRIPES	LF	350		
33	TRAFFIC MARKINGS SYMBOLS	SF	200		
34	TRAFFIC PAINT, CURB	LF	500		
35	TRAFFIC PAINT, CROSSWALK	SF	4100		
36	REGULATORY AND WARNING SIGN	SF	147.3		
37	2" RIGID METALLIC CONDUIT	LF	175		
38	1" RIGID NONMETALLIC CONDUIT	LF	3350		
39	GROUND WIRE, NO. 10 AWG	LF	3500		
40	MULTIPLE LIGHTING WIRE, NO. 10 AWG	LF	8180		
41	SERVICE WIRE, NO. 2 AWG	LF	615		
42	FOUNDATION, TYPE LIGHTING	UNIT	16		
43	5-20R GFCI RECEPTACLE WP ENCLOSURE	UNIT	24		
44	PORTABLE POWER DISTRIBUTION PANEL	UNIT	1		
45	FOUNDATION, TYPE METER CABINET	UNIT	3		
46	METER CABINET, TYPE LIGHTING	UNIT	3		
47	LIGHTING STANDARD DECORATIVE	UNIT	16		
48	LUMINAIRE DECORATIVE	UNIT	16		
49	TOPSOIL SPREADING ___" THICK	SY	407		
50	BORROW TOPSOIL	CY	72		
51	FERTILIZING AND SEEDING, TYPE A-3	SY	407		
52	STRAW MULCHING	SY	407		

Item No.	Items	Unit	Quantity	Unit Price (\$)	Total Price
53	SMALL DECIDUOUS TREE, 3-3 1/2" CALIPER, B&B	UNIT	33		
54	GROUND COVER OR VINE, #1 CONTAINER	UNIT	960		
55	BENCH	UNIT	10		
56	BIKE RACK	UNIT	12		
57	TRASH RECEPTACLE	UNIT	7		
<b>Total Amount of Bid (Items 1 – 57)</b>				\$	

**(Write Total Bid in Words)**

The Undersigned is \_\_\_\_\_ (AN INDIVIDUAL)  
 \_\_\_\_\_ (A PARTNERSHIP)  
 \_\_\_\_\_ (A CORPORATION)

Under the Laws of the State of \_\_\_\_\_ having

Principal Offices at \_\_\_\_\_.

Signature \_\_\_\_\_

\_\_\_\_\_  
*(Print Name and Title)*

Address \_\_\_\_\_

Dated \_\_\_\_\_

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

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

The owner shall, as soon as 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT B**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

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

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award,



seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

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

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request 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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women

workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

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

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

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

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (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 connection therewith, 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 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 the extension of the time within which the Owner may accept such Bid; and said 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.

## **BIDDER QUALIFICATIONS**

**Firm Name:**

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax #)

\_\_\_\_\_  
(E-Mail)

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

**Construction Capabilities:**

(Check all that apply)

☐ General Contracting

☐ Electrical

☐ Plumbing

☐ HVAC

☐ Demolition

☐ Other (specify)

☐ Asbestos Abatement

☐ Paving

**For Corporations Only:**

Federal ID Number: \_\_\_\_\_

Name of State(s) in which incorporated: \_\_\_\_\_

Date(s) of incorporation: \_\_\_\_\_

If not incorporated in New Jersey:

1. Attach Certificate of Authority to do Business in New Jersey

2. Certificate Number \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(President's Name)

\_\_\_\_\_  
(Vice President's Name)

\_\_\_\_\_  
(Secretary's Name)

\_\_\_\_\_  
(Treasurer's Name)

**For Partnerships Only:**

Date of Organization: \_\_\_\_\_

Type of Partnership:

☐ General

☐ Limited

☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

2. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

**General Information:**

Federal ID Number: \_\_\_\_\_ Or SSN: \_\_\_\_\_

Percent of work done by Contractor: \_\_\_\_\_ Number of Permanent Employees: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Geographical limits of operation: \_\_\_\_\_

If you have done business under a different name, please give name and location:  
\_\_\_\_\_Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:  
\_\_\_\_\_**Date:** Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.**Signatures:**☐ Individual      ☐ Partnership      ☐ Joint Venture      ☐ Corporation

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

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

Federal ID Number: \_\_\_\_\_ SSN: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

(If a corporation organized in a state other than New Jersey, attach certificate of Authority to do business In the State of New Jersey.)

\_\_\_\_\_  
(Bidder's Signature)\_\_\_\_\_  
(Corporate Secretary's Signature and Seal)\_\_\_\_\_  
(Typed or printed name(s))\_\_\_\_\_  
(Seal)

## **CONSENT OF SURETY**

A performance bond and payment 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  
(Owner)

the full amount 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 AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

## **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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



# **STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with Bid Submission**

## **Name of Business**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

## **Check the box that represents the type of business organization:**

- ☐ Partnership                      ☐ Corporation                      ☐ Sole Proprietorship  
☐ Limited Partnership                      ☐ Limited Liability Corporation                      ☐ Limited Liability Partnership  
☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

### **Stockholders:**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

## **NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

\_\_\_\_\_, 2\_\_\_\_\_

(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires

(Seal)

## DEBARRED LIST AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the City/Town/Township/Borough, etc. \_\_\_\_\_ in the  
County

of \_\_\_\_\_ and the State of \_\_\_\_\_ full age, being duly sworn according to law on  
my oath depose and say that:

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_

\_\_\_\_\_ the bidder making the bid for the above named work, and that I  
executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred  
at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1  
or included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified  
Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made  
with the full knowledge that the CITY OF BRIGANTINE as the Owner relies upon the truth of the statements  
contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

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

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

Subscribed and sworn to

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

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

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

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

My Commission expires \_\_\_\_\_, 20\_\_  
(Seal)

**BIDS FOR CONSTRUCTION**  
**DISCLOSURE OF SUBCONTRACTORS**

Please list the subcontractors for the specialty trade categories listed below. If you intend to perform the work through your own employees or by yourself rather than through utilization of a subcontractor, write the word "In-House" next to each applicable category and insert the name, and license number where required, of each person in the appropriate spaces. If the contract does not involve a specialty trade listed below, write the word "None" in the appropriate space. For further instructions, see Paragraph 26 herein. **DO NOT LEAVE ANY SPACE BLANK.**

1. Plumbing and Gas Fitting and All Kindred Work:

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

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

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

2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work:

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

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

License Number: Not Applicable

3. Electrical Work:

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

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

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

4. Structural Steel and Ornamental Iron Work:

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

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

License Number: Not Applicable

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

### **PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to N.J.S.A. 52:32-55, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list (N.J.S.A. 51:32-57) as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the bid will render a bidder's proposal non-responsive and the bid will be rejected.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to N.J.S.A. 52:32-55, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to the statute and the Chapter 25 List. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

### **OR**

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

### **PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.**

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

Name of Entity: \_\_\_\_\_; Relationship to Bidder: \_\_\_\_\_

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

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

Bidder/Offeror Contact Name: \_\_\_\_\_; Contact Phone: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

(continued)

BIDDER: \_\_\_\_\_

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, that the County of Atlantic 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 the County to notify the County 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 County of Atlantic, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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

## **LPA/Contractor/Sub-Contractor Letterhead**

### **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

\_\_\_\_\_ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

***or***

\_\_\_\_\_ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

(Type or Print Name) (Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official) (Name of Organization/Applicant)

(THIS PAGE INTENTIONALLY LEFT BLANK)



## CLASSIFICATIONS

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

RE Concurrence: \_\_\_\_\_

Check One: ☐ DBE ☐ ESBE ☐ SBE

Bid Amount: \_\_\_\_\_

[illegible]

**NO TEXT THIS PAGE**

NJ Department of Transportation  
Division of Civil Rights & Affirmative Action

**DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM**

(To be completed by DBE/ESBE/SBE firm)

Project Name:		DP Number	
Bidder/Prime Contractor:			
DBE/ESBE/SBE Firm:		Address:	
		Phone Number	
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).			
<p>If either question is marked "No", the the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.</p>			
		Check one for each question	
<p>1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought?</p>		<input type="radio"/> Yes <input type="radio"/> No	
<p>2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?</p>		<input type="radio"/> Yes <input type="radio"/> No	
Authorized Representative of DBE/ESBE/SBE Firm			
<p>The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.</p>			
Signature		Date	
Printed Name		Phone Number	
Authorized Representative of Bidder/Prime Contractor			
<p>The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.</p>			
<p>Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.</p>			
Signature		Date	
Printed Name		Phone Number	

**GUIDANCE FOR COUNTING DBE/ESBE/SBE REGULAR DEALER/SUPPLIERS**

- The official question and answer (q and a) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance relative to regular dealers poses two questions that must both be answered 'yes' in order for the DBE/ESBE/SBE firm to receive regular dealer credit for materials supplied on federally-assisted transportation projects.
- Following is the official q and a in italics:
- *First, does the firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE/ESBE/SBE credit is sought?*
  - *Answering this question involves attention to the activities of the business over time, both within and outside the context for the DBE/ESBE/SBE program.*
  - *The distinction to be draw is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.*
  - *In answering this question, the New Jersey Department of Transportation will not insist that every single item the DBE/ESBE/SBE firm supplies be physically present in the firm's store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.*
  - *For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.*
- *Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?*
  - *For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor's order for Product Y to the manufacturer, acting in a transaction expeditor capacity.*
  - *This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a "transaction expeditor" or "broker" on Contract #2. It would receive DBE/ESBE/SBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE/ESBE/SBE credit for its fee or commission on Contract #2.*
  - *In some circumstances, items are "drop-shipped" directly from a manufacturer's facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier's role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.*
  - *In such a situation, the supplier's role may often be better described as that of a "broker" or "transaction expeditor" (see 26.55(e)(2)(ii)(C) than as a "regular dealer." In such a case, DBE/ESBE/SBE credit is limited to the fee or commission the firm receives for its services. If the firm does not prove any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction, then no DBE/ESBE/SBE credit can be counted.*
- The Department proposes that primes submit the two questions to DBE/ESBE/SBEs in writing. If the DBE/ESBE/SBE firm answers 'yes' to both questions, then the written documentation would be taken into account in the Department's good faith effort determination in accordance with Section 26.53 of the federal DBE/ESBE/SBE regulation set forth in Title 49 Code of Federal Regulations Part 26.
- If it were later determined that the DBE/ESBE/SBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Department would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE/ESBE/SBE even though it later turned out to be false.
- Participation would still have to be revised, but the Department will fully consider the written documentation in its good faith effort review.
- The Department reserves the right to address any misrepresentation by the DBE/ESBE/SBE firm or the prime consistent with the "Contract Special Provisions" and other requirements and procedures for determinations of whether a contractor has acted responsibly.

## New Jersey Department of Transportation Confirmation of DBE/ESBE/SBE Firm

### TO BE COMPLETED BY DBE/ESBE/SBE FIRM

Name of DBE/ESBE/SBE Firm: \_\_\_\_\_

DBE/ESBE/SBE Firm's Contact Information:

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

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

E-mail Address: \_\_\_\_\_

NJDOT Project Name:

DP Number (provided by Bidder): \_\_\_\_\_

Bidder (Prime): \_\_\_\_\_

Proposed Start Date of DBE/ESBE/SBE Firm's Work: \_\_\_\_\_

Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime):

Proposed DBE/ESBE/SBE Work Items, Including Item Descriptions

Please answer each question listed below	Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?	<input type="checkbox"/>	<input type="checkbox"/>
Are all of your employees carried on your firm's payroll?	<input type="checkbox"/>	<input type="checkbox"/>
Is your firm's equipment registered in your name?	<input type="checkbox"/>	<input type="checkbox"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?	<input type="checkbox"/>	<input type="checkbox"/>
Will the equipment you use display your firm's name or logo?	<input type="checkbox"/>	<input type="checkbox"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?	<input type="checkbox"/>	<input type="checkbox"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
<b>For Truckers Only:</b> Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?	<input type="checkbox"/>	<input type="checkbox"/>
<b>For Suppliers Only:</b> Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?	<input type="checkbox"/>	<input type="checkbox"/>

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

Signature of DBE/ESBE/SBE Firm Representative

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

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willingly false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, \_\_\_\_\_ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

**NO TEXT THIS PAGE**

## NEW JERSEY DEPARTMENT OF TRANSPORTATION DBE/ESBE/SBE TRUCKING VERIFICATION

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

Project Name:			
Bidder/Prime Contractor Name:			
Address:			County
Telephone Number:	E-mail Address:		DP Number:
Trucking Firm Name:			
Address:			Telephone Number:

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

Bid Items	Item Description	Unit	Unit Price	Quantity	Total
			\$		\$
			\$		\$
			\$		\$
			\$		\$
<b>Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract): \$</b>					

Location(s) material will be transported:

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract: \_\_\_\_\_

First Tier DBE/ESBE/SBE Trucking Firm			
Number of trucks owned: _____			
Specify ALL Vehicle information:			
Vehicle Identification Number (VIN)	Year	Make	Model

Project Name:		
Bidder/Prime Contractor:	Trucking Firm:	DP Number:

If owner/operator or additional trucking firms are to be used, provide the following information:

Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.*

*(Note: Subcontracting if different from leasing as it relates to trucking.)*

DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.*

*(Note: Subcontracting if different from leasing as it relates to trucking.)*

NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Under 49C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

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

First Tier DBE/ESBE/SBE Signature: \_\_\_\_\_

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



**NO TEXT THIS PAGE**

**SUPPLEMENTAL SPECIFICATIONS AND  
SPECIAL PROVISIONS**

**FOR**

**LIGHTHOUSE DISTRICT STREETScape  
IMPROVEMENT PROGRAM**

**2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TA-AC-0638(304)  
NJDOT Job No. 5503313**

**October 2022**

**PREPARED FOR**

**CITY OF BRIGANTINE  
1417 WEST BRIGANTINE AVENUE  
BRIGANTINE, NJ 08203**

**PREPARED BY**

**GREENMAN-PEDERSEN, INC.**

# SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

## Table of Contents

<b>DIVISION 100 – GENERAL PROVISIONS .....</b>	<b>1</b>
SECTION 101 – GENERAL INFORMATION .....	1
SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS .....	2
SECTION 103 – AWARD AND EXECUTION OF CONTRACT .....	6
SECTION 104 – SCOPE OF WORK .....	6
SECTION 105 – CONTROL OF WORK .....	9
SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT .....	15
SECTION 107 – LEGAL RELATIONS .....	16
SECTION 108 – PROSECUTION AND COMPLETION .....	19
SECTION 109 – MEASUREMENT AND PAYMENT .....	22
<b>DIVISION 150 – CONTRACT REQUIREMENTS .....</b>	<b>24</b>
SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND .....	24
SECTION 152 – INSURANCE .....	24
SECTION 153 – PROGRESS SCHEDULE .....	24
SECTION 154 – MOBILIZATION .....	25
SECTION 155 – CONSTRUCTION FIELD OFFICE .....	26
SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY .....	26
SECTION 159 – TRAFFIC CONTROL .....	28
SECTION 160 – PRICE ADJUSTMENTS .....	30
SECTION 161 – FINAL CLEANUP .....	31
<b>DIVISION 200 – EARTHWORK .....</b>	<b>32</b>
SECTION 201 – CLEARING SITE .....	32
<b>DIVISION 400 – PAVEMENTS .....</b>	<b>33</b>
SECTION 401 – HOT MIX ASPHALT (HMA) COURSES .....	33
<b>DIVISION 600 – MISCELLANEOUS CONSTRUCTION .....</b>	<b>36</b>
SECTION 602 – DRAINAGE STRUCTURES .....	36
SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS .....	36
SECTION 607 – CURB .....	40
SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS .....	40
DIVISION 700 – ELECTRICAL .....	43
SECTION 701 – GENERAL ITEMS .....	43
SECTION 703 – HIGHWAY LIGHTING .....	44
<b>DIVISION 800 – LANDSCAPING .....</b>	<b>46</b>
SECTION 804 – TOPSOIL SPREADING .....	46
SECTION 806 – FERTILIZING AND SEEDING .....	46
SECTION 809 – MULCHING .....	46
SECTION 811 – PLANTING .....	46
SECTION 812 – LANDSCAPE APPURTENANCES .....	47
<b>DIVISION 900 – MATERIALS .....</b>	<b>49</b>
SECTION 902 – ASPHALT .....	49
<b>DIVISION 1000 – EQUIPMENT .....</b>	<b>51</b>
SECTION 1001 – TRAFFIC CONTROL EQUIPMENT .....	51
SECTION 1009 – HMA PLANT EQUIPMENT .....	51

## **APPENDICES**

Federal Aid Attachments - Specifications .....	Appendix A
Federal Prevailing Wage Rates (Davis-Bacon Act) .....	Appendix B
New Jersey Prevailing Wage Rates – Atlantic County .....	Appendix C
New Jersey Prevailing Wage Rates – Statewide .....	Appendix D
NJDOT Monthly Employment Utilization CC-257R Electronic Reporting Instructions .....	Appendix E
ADA Links.....	Appendix F
Advisory Notice to all Bidders.....	Appendix G
Atlantic City Electric House Raising/Demolition Application (for Pole Removal).....	Appendix H
Cape-Atlantic Conservation District Certification SE&SC Plan .....	Appendix I

## **SPECIAL PROVISIONS**

### **AUTHORIZATION OF CONTRACT**

The contract for this project is authorized by the provisions of local public contracts law, N.J.S.A. 40A: 11-1 et seq., and supplements thereto, and Title 23 of the United States Code - Highways.

### **SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications of the New Jersey Department of Transportation for Road and Bridge Construction as amended and augmented herein shall govern the construction of this Project and the execution of the Contract.

The attention of the bidders is specifically directed to provisions of such Specifications, which are hereby made a part hereof, as if fully set forth at length.

References to the “State” or “Department” in the NJDOT Specifications shall be construed to mean the City, except in matters related to State review, oversight, inspection or approval of the Work or other matters that are by law or general practice reserved to the State. The term “Resident Engineer” in the NJDOT Specifications shall be construed to mean the City Administrator or his designee.

These Special Provisions consist of the following: Pages 1 to 51 inclusive.

### **WAGE RATES**

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at [SAM.gov](https://sam.gov) | Home. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor and Workforce Development. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor and Workforce Development, pay the higher rate.

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/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_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.

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

Contractor’s compliance is required with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Building or Public Work financed in Whole or In Part by Loans or Grants from the United States”). Each contractor or subcontractor is prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

## 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](https://www.nj.gov/labor/wageandhour/registration-permits/register/debarmentlist.shtml) 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) <https://www.nj.gov/labor/wageandhour/registration-permits/register/debarmentlist.shtml>.

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.

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. Disadvantaged Business Enterprise Utilization. (Federal Aid Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)
5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)
6. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6)
7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)
8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts. (Federal Aid Project Attachment 8)
9. State Mandatory Addendum to FHWA 1273 Required Contract Provision, Federal Aid Construction Contracts as Amended or Supplemented. (Federal Aid Project Attachment 9)
10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)
11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)

## **DIVISION 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 City 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 City 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.

The Federal FY begins October 1 of the previous calendar year and the State FY begins July 1 of the previous calendar year.

#### **101.03 TERMS**

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH:

It is the intent of these amendments to the Terms to change all references to the State of New Jersey (and various Departments and offices thereof) to the Brigantine City, and offices with the City where context or jurisdiction dictates otherwise. In instances where reference is made to the Department it will be understood to mean the City where appropriate.

THE FOLLOWING TERMS ARE AMENDED BY ADDING THE FOLLOWING:

##### **Completion.**

4. Brigantine City has passed resolution to accept the project and issue final payment.

##### **Contract Time.**

Contract time begins upon the issuance of the notice to proceed.

THE FOLLOWING TERMS ARE AMENDED:

**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.

**Department.** Brigantine City 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 Brigantine City or their duly authorized representative.

**RE.** The intent and meaning is changed to Brigantine City or their 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 and 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 and General Provisions. Approved additions and revisions to the Standard Specifications plus the revisions and additions applicable to an individual project.

**State.** The intent and meaning is changed to Brigantine City.

THE FOLLOWING TERMS ARE ADDED.

**Commissioner.** The intent and meaning is changed to Brigantine City.

**Engineer.** The intent and meaning is changed to Brigantine City or their duly authorized representative.

**Notice to Proceed.** Written notice provided by the City to the Contractor to authorize the start of construction operations.

#### **101.04 INQUIRIES REGARDING THE PROJECT**

THE FOLLOWING IS ADDED:

Submit inquiries regarding the various types of work in this contract to the following:

Dale M. Foster, PE, CME  
Greenman-Pedersen, Inc.  
100 Corporate Drive, Suite 301  
Lebanon, NJ 08833  
Telephone: 908.236.9001  
Email: [dfoster@gpinet.com](mailto:dfoster@gpinet.com)

#### **2. After Award of Contract.**

THE FOLLOWING IS ADDED:

Brigantine City Engineer  
Matthew F. Doran, P.E., P.P., P.L.S., C.M.E  
1417 West Brigantine Avenue  
Brigantine, NJ 08203  
Telephone: (609) 266-7600 ext. 215.  
Email: [mdoran@brigantinebeachnj.com](mailto:mdoran@brigantinebeachnj.com)

### **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

#### **102.01 QUALIFICATION TO BID**

ITEM 3 OF THE FIRST PARAGRAPH IS DELETED.

#### **102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

#### **102.03 REVISIONS BEFORE SUBMITTING A BID**

THIS SUBSECTION IS DELETED AND REPLACED AS FOLLOWS:

The Contractor is advised that addenda, if required, will be issued pursuant to N.J.S.A. 40A:11-23(c)(2). Notice of addenda shall be provided no later than seven days, except Saturday, Sundays, or holidays, prior to the date of acceptance of bid. When addenda and other forms of notice giving revisions and interpretations of the contract documents are mailed or otherwise transmitted to prospective Bidders, acknowledgment thereof must be made by the Bidder. Acknowledgment forms must be fully executed and attached to the Proposal at the time of bidding. If said acknowledgment is not present when bids are opened and reviewed, the Proposal shall be considered to be irregular and rejected.

#### **102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

DELETE THE SECOND SENTENCE IN THE FIRST PARAGRAPH.

DELETE THE THIRD PARAGRAPH.

THE SIXTH AND SEVENTH PARAGRAPHS ARE DELETED.

#### **102.07 PREPARATION OF THE BID**



THE FIRST AND SECOND SENTENCES OF THE FIRST PARAGRAPH ARE DELETED AND REPLACED AS FOLLOWS:

The bid is the completed Proposal documents that are submitted by the Bidder to the City at the time for the opening of bids. The Bidder shall submit a Proposal on the forms furnished by the City.

THE THIRD, FOURTH AND FIFTH PARAGRAPHS ARE DELETED.

THE FOLLOWING IS ADDED:

In all instances, the Proposal Form shall govern. Bid prices presented on any other form submitted by the Bidder, if different from those submitted on the Proposal Form, shall not govern.

All figures entered in the "Unit Price" and "Amounts" columns and the figure for the "Total Contract Price" shall be in ink or shall be typed. The Bidder may make additions or corrections to the unit prices, lump sum prices, or amounts as contained on the Proposal Form. These changes shall be made in ink and initialed.

The Proposal Form must be signed in ink by the Bidder.

#### **102.09 PROPOSAL BOND**

THE SECOND PARAGRAPH OF THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Proposal, when submitted, shall be accompanied by an original proposal bond satisfactory to the Board, for a sum of ten percent (10%) of the total amount bid but not in excess of \$20,000.00. Alternately, a proposal guarantee may be substituted for the original proposal bond, provided that this guarantee be in an equal amount and provided in the form of a certified check or cashier's check made payable to the Treasurer, Brigantine City. In the event of default by the Contractor as defined in Subsection 103.06, funds from the original proposal bond, or from the alternate proposal guarantee will be forfeited and will be disbursed as further specified in Subsection 103.06.

#### **102.10 SUBMISSION OF BIDS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Proposal shall be enclosed in a sealed envelope and shall bear on the outside, the name and address of the bidder, as well as the designation of the project. Proposals must be received prior to or at the time and place specified in the Advertisement.

##### **Enclosed in the sealed envelope with the Proposal shall be the following documents:**

1. Bidder's Checklist substantially in the form provided with the Proposal
2. One (1) original of the signed and completed Bid Proposal Form (Schedule of Quantities and Prices) (two additional photocopies requested, but not mandatory)
3. Affirmative Action Compliance Notice
4. Bid guarantee (original bid bond or guaranteed funds)
5. Surety certificate (original consent of surety)\*
6. Acknowledgement of receipt of addenda or revisions (if any)
7. A statement of ownership substantially in the form provided with the Proposal
8. A Non-Collusion Affidavit on the form provided with the proposal
9. Debarred List Affidavit
10. Disclosure of Subcontractors
11. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.
12. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
13. Byrd Anti-Lobbying Amendment Certification

(\*) The original Consent of Surety must be a firm commitment by the surety company to post the required bonds and may not contain any conditions or reservations, other than the condition that the contract be awarded to the Contractor.

**Additionally, the following documents are mandatory within 5 days after bid opening:**

1. Completed and signed Form CR-266 and CR-273 along with applicable Forms CR-272 and CR-274.

**Additionally, the following documents are preferred at the time of bid, but mandatory prior to Award of Contract:**

1. Copy of Public Works Contractor Registration Act Certificate for the bidder, effective on the date of bid
2. Copy of the N.J. Business Registration Certificate or other acceptable proof of Business Registration for the bidder and any designated subcontractor.

The documents required under the “Mandatory” heading of the Bidder’s Checklist must be submitted with the bid. The documents mandatory within 5 days after bid opening are self-explanatory. The documents under the “Preferred at Time of Bid” heading must be submitted prior to award of contract. The City shall set a deadline for submission of any documents which are not submitted with the bid and which are listed under the “Optional” heading on the Bidders Checklist. The City may in its discretion extend the deadline to submit “Optional” items, upon request by the Bidder. If a document is not submitted by the deadline or the extended deadline, if any, the bid will be rejected.

The City has determined that the Designated Subcontractor statute, namely *N.J.S.A. 40A:11-16*, does not apply to this project because the project does not involve the construction, alteration or repair of a “public building”. Therefore, it is not necessary for bidders to identify Designated Subcontractors in their bids.

By submitting its bid to the City, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the City shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

A directory of certified Disadvantaged Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at <https://njucp.dbesystem.com/>.

THE FOLLOWING SUBSECTION IS ADDED:

#### **102.10.01 Confidential and Proprietary Designation**

Subsequent to bid opening, all information submitted by bidders and subsequent to an award of contract in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. To assist the Brigantine City’s determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner’s business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the City’s effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the Brigantine City.

The Brigantine City reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The Brigantine City will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal. Therefore, the bidder must withdrawal the confidentiality request or withdrawal the proposal.**

#### **102.11 WITHDRAWAL OF BIDS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

A Bidder may withdraw a bid after it has been submitted to the City, provided the request for such withdrawal is received in writing or by fax before the time set for bid opening.

Bids may be withdrawn after bid opening pursuant to *N.J.S.A. 40A:11-23.3*.

## **102.13 CONSIDERATION OF BIDS**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

After the proposals are opened and read, they are compared on the basis of the correctly determined summation of the correctly determined products of all the quantities for Pay Items shown in the Proposal multiplied by the unit prices bid. The Total Contract Price resulting from such comparisons is available to the public upon request. Award will be made on the basis of the Total Contract Price.

In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that item under the column of the Proposal Form designated "Amount", the unit price is to govern. In addition, the Total Contract Price will be revised, if necessary, to equal the sum of the (corrected) extended item prices. Where a unit price is bid for a Pay Item, but no extension is provided, the City will provide the extension based on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the bidder in the "Amount" column, but no unit price appears in the "Unit Price" column of the Proposal Form, the City will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity. Where no figure is provided by the bidder in both the "Unit Price" and "Amount" columns for one or more Pay Items, or where no figure is provided in the "Amount" column for one or more lump sum Pay Items, the City will consider the amount bid to be zero (\$0.00) for that item provided, however, the City may reject such a bid if this result would be unconscionable and it is shown that the failure to include a bid price was a mistake.

All Bidders must be legally authorized to do business in New Jersey. The City reserves the right to waive minor informalities or non-material defects in a bid pursuant to *Meadowbrook Carting v. Borough of Island Heights*, 138 N.J. 307 (1994) and its progeny.

### **102.13.01 Bidder Pre-Award Requirements**

PART C IS CHANGED TO:

**C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by *N.J.S.A. 52:32-44*. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to *N.J.S.A. 52:32-58*, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in *N.J.S.A. 52:32-56(3)*), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

## **102.15 DISQUALIFICATION OF BIDDERS**

THE FOLLOWING IS ADDED:

The City may disqualify a Bidder if the City finds that it has had prior negative experience with the Bidder in accordance with *N.J.S.A. 40A:11-4*. Disqualification shall be automatic (without opportunity for a hearing) if the disqualification is based on the Bidder's suspension or debarment by an agency or department of the executive branch of the State.

THE FOLLOWING IS ADDED TO THE LIST IN THE SECOND PARAGRAPH:

16. Failure to pay, or satisfactorily settle, all bills due for labor, equipment or material on previous contracts.
17. Failure to reimburse the City or Atlantic County for monies owed on any previously awarded contracts including those where the prospective bidder is a party to a joint venture and the joint venture has failed to reimburse the County for monies owed.
18. Documented failure to comply with the conditions of permits on previous contracts

## **102.16 REJECTION OF ALL BIDS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The City may reject all bids for the reasons cited in *N.J.S.A. 40A:11-13.2*.

## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

### **103.03 RELEASE OF PROPOSAL BOND**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

In accordance with *N.J.S.A. 40A:11-24* the City will release all Proposal Bonds except those of the 3 lowest Bidders within 10 days after opening of bids.

The City will release the Proposal Bond of the three remaining Bidders when the Contract and performance bond and payment bond have been executed and delivered as specified in [103.04](#), or, if not executed, when other disposition of the matter has been made by the City.

### **103.04 EXECUTION OF THE CONTRACT**

THE FIRST PARAGRAPH IS REPLACED WITH THE FOLLOWING:

The Contract will be mailed to the successful bidder upon intent to award. The Contract shall be signed by the successful bidder and returned together with the Performance Bond, Payment Bond, and the appropriate Certificates of Insurance prior to the date of award of the Contract. The Contract will be signed by the City on the date of award of the Contract. The Contract shall not be considered as effective until it has been fully executed.

### **103.05 ESCROW OF BID DOCUMENTS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

### **103.06 FAILURE TO EXECUTE CONTRACT**

CHANGE THE LAST SENTENCE IN THE SECOND PARAGRAPH TO:

The filing of such notice has the same force and effect as the failure of the Bidder to execute the Contract and furnish a performance bond, payment bond, and certificates of insurance within the time specified in Section 103.04.

### **103.07 ACQUISITION OF DOCUMENTS**

THIS SECTION IS REPLACED WITH THE FOLLOWING:

After contract award, the successful bidder will receive, without charge, a maximum of five (5) copies of plans and Special Provisions, if requested.

## **SECTION 104 – SCOPE OF WORK**

### **104.01 INTENT**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The work to be performed under this contract consist of:

Proposed streetscape elements include decorative LED lighting, trees, bike racks, trash recycling containers, colored crosswalks, and ADA compliant curb ramps to make the corridor pedestrian friendly. Brigantine Boulevard will be restriped to allow on-street parking along the eastbound side and bike lanes with markings along both sides of the road with a striped buffer between the bike lane and the parking lane. The project on Brigantine Boulevard will consist of:

- Installing colored crosswalks across Brigantine Boulevard and constructing ADA compliant curb ramps are proposed along Brigantine Boulevard on the east side of the intersections of the alley nearest the Lighthouse, 33<sup>rd</sup> Street, 32<sup>nd</sup> Street and 30<sup>th</sup> Street and across the west side of the intersection with 31<sup>st</sup> Street. In addition, colored crosswalks and ADA compliant curb ramps will installed across each side street and alley that intersection Brigantine Boulevard and at all four corners of the intersection of Revere Boulevard and 32<sup>nd</sup> Street.
- Restriping of Brigantine Boulevard as described above will begin at the alley nearest the Lighthouse and extend eastward to 31<sup>st</sup> Street.
- Driveway aprons along Brigantine Boulevard will be reconstructed to bring them into compliance with ADA requirements.
- Varying lengths of 4' wide landscape islands with pavers and trees / planter beds are proposed to be placed in the sidewalks on the south side of Brigantine Boulevard between 33<sup>rd</sup> Street and the first alley east

thereof, 32<sup>nd</sup> Street and the first alley east thereof; on the north side of Brigantine Boulevard between 32<sup>nd</sup> Street and the first alley east of 31<sup>st</sup> Street; and along the west side of 31<sup>st</sup> Street.

- Streetlights, benches, bike racks, combination trash / recycling containers will be spaced throughout the sidewalks along Brigantine Boulevard and 31<sup>st</sup> Street.
- Sidewalks are to be replaced that are ADA compliant along both sides of Brigantine Boulevard and 32<sup>nd</sup> Street, the east side of Revere Boulevard, and the west side of 31<sup>st</sup> Street. Sidewalks are to be a minimum of 5-foot in width throughout the project limits.

#### **104.02 VALUE ENGINEERING**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

#### **104.03 CHANGES TO THE CONTRACT**

##### **104.03.01 Authority To Make Changes**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS REVISED AS FOLLOWS:

Quantities shown in the proposal are approximate for bidding purposes only and the City reserves the right to increase or decrease quantities, alter or delete items, as needed during the period of the contract. All unit bid prices must remain as quoted and shall not be subject to increase for the duration of the Contract.

THE LAST PARAGRAPH IS DELETED.

##### **104.03.03 Types of Changes**

THE FOLLOWING IS ADDED TO THIS SUBSECTION.

*N.J.S.A. 40A:11-16.7* governs changed conditions shall apply to this project. To the extent Section 104.03.03 conflicts with *N.J.S.A. 40A:11-16.7*, the latter shall control. *N.J.S.A. 40A:11-16.7* provides:

- a. (1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the City in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this Subsection, or upon the City otherwise learning of differing site conditions, the City shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the City determines different site conditions that may result in additional costs or delays exist, the City shall provide prompt written notice to the Contractor containing directions on how to proceed.
- (4)
  - (a) The City shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
  - (b) If both parties agree that the City's investigation and directions decrease the Contractor's costs or time of performance, the City shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
  - (c) If the City determines that there are no differing site conditions present that would result in additional costs or delays, the City shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the City for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this Subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- b. (1) The City shall provide written notice to the Contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the City for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the City's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the City, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the City. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this Subsection, the City shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the City determines that the Contractor is entitled to additional compensation or time, the City shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the City determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the City for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the City can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the City's ability to adequately investigate and defend against the claim.

c. (1) If the Contractor believes that a change directive by the City results in a material change to the contract work, the Contractor shall so notify the City in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the City shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the City determines that a change to the Contractor's work caused or directed by the City materially changes the character of any aspect of the contract work, the City shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and the City prior to the contractor performing the subject work.

(b) If the City determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the City for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

d. (1) The City may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the City shall make payment for the quantity of the pay item performed at the bid price for the pay item.

- (4) (a) For a major increase in quantity, the City or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the City shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the City or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the City shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the City shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
- (5) As used in this Subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed”.

THE SECOND PARAGRAPH IS REVISED AS FOLLOWS:

The City will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the City will not consider making payment for a differing site condition unless the resulting change in cost exceeds \$7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least \$1,500 but not more than \$7,500, the City will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds \$7,500. If the change in cost exceeds these amounts, the City will base the modification on the total cost of the change, and the City will not deduct the threshold amount of \$7,500 from the cost of the change.

### **3. Changes in the Character of Work.**

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH

For Differing Site Conditions:

1. N.J.S.A. 40A:11-16.7 shall govern a changed site condition for all construction contracts issued by the City.
2. In accordance with N.J.S.A. 40A:11-16.7 (d.4) the City has set a limitation of 10% for both profit and overhead as applicable for quantities above 120% of the original bid.

## **104.03.08 Force Account**

### **8. Profit.**

THE FIRST SENTENCE IS DELETED AND REPLACED AS FOLLOWS:

The City will make payment for profit at the rate of five (5%) percent applied on the following:

### **9. Overhead.**

THE FIRST SENTENCE IS DELETED AND REPLACED AS FOLLOWS:

The City will make payment for overhead at the rate of ten (10%) percent applied on the

## **SECTION 105 – CONTROL OF WORK**

### **105.01.01 RE**

REVISE THE SUBPARAGRAPH 3 OF THE SECOND PARAGRAPH TO:

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.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All Project related correspondence (i.e., emails, letters, Notice of Changes etc.) shall be forwarded to the RE with a copy to the City Administrator.

#### **105.01.02 Inspection**

DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:

Each part or detail of the Work is subject to inspection by the RE. If the RE determines that any Work requires special inspection, testing, or approval not specified in the Contract, the RE will perform such inspection, testing, or approval using Township services, by contracting with others for such services, or by instructing the Contractor to order special inspection, testing, or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract, or with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Township's additional services made necessary by such failure. If tests reveal no such failure, the Township will bear such costs, and a Supplementary Agreement will be negotiated.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

**In addition to inspection, laboratory testing will be provided by the City.** Inspectors under the jurisdiction of the City shall be present to inspect the work.

These Inspectors shall be paid by the City, however, should the need arise where the contractor chooses to work (with the City's permission) at night, on weekends, on State holidays or at any other times other than normal working hours for construction jobs (nine-hour days), then the contractor shall assume responsibility for paying the inspection costs, including overtime charges, at rates established by the City. All additional costs shall be paid directly to the City who will then pay the inspector.

The contractor shall be responsible for notifying the RE of day-to-day work schedules. **However, if the contractor fails to notify the RE of any job cancellation, then the contractor shall be responsible for paying four (4) hours of any inspection costs, including laboratory testing.**

#### **105.01.03 Contractor Performance Evaluation**

THIS SUBSECTION IS DELETED.

### **105.02 RESPONSIBILITIES OF THE CONTRACTOR**

#### **105.02.02 Superintendent**

THE FOLLOWING IS ADDED:

The Contractor shall be present on the job site during all working hours or be represented by a competent Superintendent who is satisfactory to the Engineer.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

#### **105.02.07 Public Convenience and Safety**

**The Contractor shall, prior to commencement of the Work, distribute to all the properties along this road a "Construction Notice".**

Conduct work and place the materials to be used as to cause as little obstruction as possible to the traveling public. All driveways and portions of highways adjoining the roadway under construction shall not be obstructed more than is absolutely necessary.

Take all steps necessary to provide for the protection of private property in the vicinity of the construction site, such as, but not limited to, windows, driveways, lawns and shrubs. Any damage caused to the property of third parties by the Contractor's operations must be repaired at the Contractor's expense.

### **105.03 CONFORMITY WITH THE CONTRACT**

REVISE THE FIRST SENTENCE OF THE SECOND 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.

THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH IS CHANGED TO:

If the Department loses funding (State or Federal Aid) 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.

#### **105.04 PLANS AND SPECIFICATIONS**

DELETE THIS SUBSECTION IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

The Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. All components are complementary and describe and provide for the general completion of the Project. The Contractor shall keep one set of Plans, Standard Specifications, Special Provisions and General Provisions, and Standard Details available on the Project site at all times.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; Plans will govern over Specifications; Contract Documents will govern over Working Drawings, Right-of-Way Plans will govern over Plans when setting monuments; and Special Provisions will govern over Standard Specifications.

#### **105.05 WORKING DRAWINGS**

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

When working drawings are specified, submit methods of construction, material designations, design calculations, catalogue cuts, illustrations, schedules, performance charts, brochures, and other information necessary to construct the work as specified in the Contract. Do not submit working drawings that are repetitious or duplicative of Items specified or detailed within the Contract or that change the Plans or Specifications.

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. Initial Working Drawings for Departmental review can be submitted digitally if coordinated with the RE. Approved final working drawings are to be signed and sealed by a Professional Engineer, where required.

When submitting working drawings for review and approval each submission is to have a cover page showing the contract item number as well as stamp or review box indicating review by contracting firm and signed by the contractor to indicate certification of the following:

- The Contractor certifies that it has verified all field measurements and that all dimensions shown conform to the Contract.
- The Contractor certifies that catalog numbers, field construction criteria, materials, and other criteria have been coordinated with the requirements of the Contract and the Work for each submitted working drawing.
- Any working drawing notes regarding materials do not satisfy the requirements for materials approval as specified in 106.04 are highlighted and alternate to plans and specs explained.
- The certification or approval of working drawings does not constitute an approval of any materials noted.

Submit working drawings in an orderly sequence so as not to delay the Work, or the work performed by others.

The RE's review of working drawings signifies only that the drawings are in general conformance with the Contract. The RE's review of working drawings does not relieve the Contractor from responsibility for errors and omissions in the working drawings and their correction.

The RE, upon receipt of working drawing submittal, will review the working drawing for conformance with the Contract and the design concept of the Project. Upon review, the RE will sign and stamp the submitted working drawings.

The RE will return the reviewed working drawings directly to the Contractor who shall make the required revisions, corrections, and additions and otherwise comply with the directions of the RE. For submitted working drawings that are stamped "REVISE AND RESUBMIT", promptly re-submit the drawings to the RE. Do not perform work or order materials relating to the submitted working drawings before the RE stamps the working drawings Accepted.

Do not deviate from the accepted, or conditionally accepted, working drawings without obtaining prior written approval from the RE.

**A. Road.**

One copy or digital submission shall be submitted for acceptance.

Submit the following working drawings for review (this list is not all inclusive):

Precast Concrete Inlets, Manholes, and Headwalls  
Storm and Sanitary Sewer Castings  
Breakaway Sign Supports  
Electrical Items  
Catalog Cuts

For item submittals not requiring professional engineers' (PE) signature and seal, copies of the approved submittal will be made by the RE and distributed. When PE signature is required, 3 original signed and sealed copies are to be submitted for distribution.

**105.06 COOPERATION WITH OTHERS**

THE FOLLOWING IS ADDED:

Coordinate construction work with the following projects:

**Atlantic County, Resurfacing of Brigantine Avenue, County Route 638 Section 2A & P/O 2B from 29th Street to 2nd Street, Federal # STBGP-0638(303):** Coordinate the construction of the proposed streetscape improvements with the Atlantic County Resurfacing Project. On a weekly basis, submit the proposed construction staging and traffic control plan for the upcoming week, coordinated with the Atlantic County Resurfacing Project construction. Ensure that there are no conflicts with pedestrian or traffic circulation between the two projects. If the RE identifies traffic control conflicts between projects, adjust constructions construction staging and/or proposed layout of traffic control devices to resolve the conflict.

**105.07 COOPERATION WITH UTILITIES**

**105.07.01 Working In The Vicinity Of Utilities**

**A. Initial Notice.**

**Water & Sewer:**

Brigantine Department of Public Works  
3605 Bayshore Ave  
Brigantine, NJ 08203  
609-266-7800

John Doring, Superintendent  
Jdoring@brigantinebeachnj.com

**Electric:**

Atlantic City Electric  
2552 Fire Road  
Egg Harbor Township, NJ 08234  
Mr. Scot Hoover  
Field Engineer  
Phone: 609-247-1272  
Email: scot.hoover@atlanticcityelectric.com

**Cable:**

Comcast Cable  
1846 North West Blvd.  
Vineland, New Jersey 08360

Robert Mayeux  
Phone: 800-934-6489

Email: Bob\_Mayeux@comcast.com

**Gas:**

South Jersey Gas Company  
1 South Jersey Plaza (Route 54)  
Folsom, New Jersey 08037  
609-561-9000

Ms. Sherri Ramos  
Cape May Asset Supervisor  
Email: sramos@sjindustries.com

**Telephone:**

Verizon - NJ, Inc.  
10 Tansboro Road  
Berlin, New Jersey 08009

Ms. Stephanie Webster  
OSP Engineer – Ntwk &Ops  
Phone: 856-306-8612  
Email: stephanie.webster@verizon.com

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the City.

**THE FOLLOWING IS ADDED:**

Attention of bidder is directed to the fact that the Contractor is responsible to ascertain the location of any existing utilities and telecommunications lines prior to any excavation work.

Before starting any work, the Contractor shall notify all Utility Companies operating in the area and in addition notify the Underground Location Service, phone number 1-800-272-1000.

Locate water mains, gas mains, electric, telephone, and telecommunications conduit along the roadway prior to digging any holes or installing new guiderail or storm drains. Plans do not identify utility locations accurately, thus requiring full mark-out.

**C. Protection of Utilities.**

**THE FOLLOWING IS ADDED:**

During the paving operations it shall be the responsibility of the Contractor to install and/or adjust to grade, all valve boxes. It shall be the obligation of the respective utility companies to supply the appropriately sized risers and to ensure that before paving operations begin the existing box covers are not stuck in place.

If the risers are not available or the existing covers are found to be immovable, the Contractor shall be relieved of this responsibility and the normal procedure of paving over the marked boxes shall be followed.

**E. Damage.**

**THIS SUBPART IS REPLACED WITH THE FOLLOWING:**

The Contractor shall protect, support, and secure all in-place utility facilities so as to avoid damage to them and any interruption of service. The Contractor shall not temporarily move existing or completed utility facilities without the Utility(s) written consent, and the facilities shall be as safe and permanent at completion as they were before the Contractor's involvement. In the event the Contractor damages a utility facility, including property service connections, the Contractor shall notify the Utility(s) immediately. The Utility(s) may complete the repairs or allow the Contractor to complete the repairs, with the Contractor responsible for any applicable time and expense.

Should the Contractor, for its own convenience, cause the Utility(s) to incur costs or delay the Utility(s), or incur costs without prior written approval of the Resident Engineer, the Contractor shall be responsible for these costs and delays.

**THE FOLLOWING SUBPART IS ADDED:**

## **F. Traffic Signal Coordination**

For projects involving traffic signals, the Contractor is responsible for requesting and obtaining the ESI from the utility company.

### **105.07.02 Work Performed By Utilities**

THE FOLLOWING IS ADDED:

The anticipated scope of the utility effort required for this project is as follows:

Atlantic City Electric (ACE) – One (1) utility pole to be removed by ACE. Contractor to submit Atlantic City Electric House Raising/Demolition Application Form, Appendix H, to Pleasantville New Business via fax or email 10 business day before requested date of disconnect.

New electrical service to the proposed meter cabinets will be provided by ACE as specified in 701.03.15.

All utility relocation and installation work will be performed by the utility companies at no cost to the Contractor. The Contractor shall coordinate his/her schedule with utility work to avoid conflicts and prevent delays. The Contractor shall provide notification to all utilities and arrange for necessary relocations. The Contractor shall provide a copy of all utility notifications to the Engineer. Failure to complete work due to inadequate coordination with utilities shall not be reason for the Contractor to claim additional time or additional costs.

Valves, valve covers, and castings (except electrical castings) which are either indicated on the construction plans or which are discovered during construction shall be reset by the Contractor to the correct proposed elevation. Service connections damaged by the Contractor shall be repaired by licensed trades-people at the Contractor's expense.

Manhole castings owned by various utilities shall be reset or replaced by the various utilities if required. It shall be the contractor's responsibility to coordinate the utility companies any necessary work to be performed by the utility.

### **Utilities - General**

Every effort has been made to accurately show the location of various utilities within the project limits. The Contractor is responsible for any damage to same. As such it is the responsibility of the Contractor to visit the site and to contact the utilities present to ascertain the exact location of existing facilities, both those which are shown on the construction plans and any installations which may have occurred since these plans were prepared. The Contractor shall not start construction until supplying the City with a confirmation number obtained from the One-Call System in accordance with P.L. 1194, Chapter 118, Item #11 of the Underground Facility Protection Act.

The Contractor should note that underground facilities of other utilities which do not participate in the underground mark out service may exist at the site.

It shall be the responsibility of the Contractor to visit the site prior to bidding and to ascertain whether or not the methods proposed for dealing with on-site utilities are compatible with his/her proposed scheduling and equipment. If for any reason the Contractor feels that the methods proposed are unacceptable, it will be his/her responsibility to notify the City prior to bidding. Any changes from the methods of dealing with the various utilities proposed herein subsequent to the award of contract will be subject to approval of the Resident Engineer, and any delays or additional expenses attributable thereto will be the sole responsibility and expense of the Contractor.

The Contractor shall coordinate his/her activities with those of the utility companies involved in the relocation or maintenance of existing or proposed utility facilities. It shall be the responsibility of the Contractor to notify the Engineer, in writing, whenever it becomes apparent that completion of the project will be delayed because of delays in relocating, de-energizing, etc. existing on-site utilities. In the absence of such notification, subsequent delays in completion of work will be solely the responsibility of the Contractor and liquidated damages will be assessed as elsewhere specified herein.

Service connections damaged by the Contractor shall be repaired by licensed tradespeople at the Contractor's expense. Contractor shall maintain all legal and recommended clearances from existing utility lines.

When the removal, relocation, de-energization or replacement of utility structures or facilities is deemed nonessential by the Engineer for carrying out the project, but is performed for the Contractor's convenience, the cost of such work shall be borne entirely by the Contractor.

## **105.08 ENVIRONMENTAL PROTECTION**

DELETE THE FIRST SENTENCE OF THE THIRD PARAGRAPH.

### **1. Historical and Archeological Sites.**

THE FOLLOWING IS ADDED:

If there is an object or item believed to be historic artifact, then the contractor shall notify the RE immediately.

THE FOLLOWING IS ADDED AT THE END OF THIS SUBSECTION:

#### **105.08.01 Federal Aid Projects:**

##### **A. Environmental Commitments:**

1. No permits are required for this project.
2. Soil erosion and sediment barrier control measures will be implemented during construction.
3. If project plans change, the entire project will be reviewed by NJDOT Bureau of Environmental Program Resources to determine if any additional environmental work is needed.

THE FOLLOWING ARE ADDED TO THIS SUBSECTION OF THE STANDARD SPECIFICATIONS:

#### ***PRE-CONSTRUCTION VIDEOGRAPHIC RECORD***

*Prior to the start of construction, the Contractor must prepare and submit to the City a videographic record, in DVD format, of the existing conditions of the roadway and the adjacent property including but not limited to roadway pavement, curb, curb berth w/trees, driveways, driveway aprons, sidewalk, service walks, fencing, electrical lighting, freestanding mailboxes, any landscaping within the roadways R.O.W., any anomalies or irregularities, identify adjacent house numbers and cross streets. There will be no specific payment for this DVD record. Payment for this record shall be included in the total amount bid for the items within the proposal.*

## **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 Department on a Materials Questionnaire as specified in [106.04](#).

THE FOLLOWING IS ADDED:

The Contractor shall unload all approved materials promptly upon their arrival and transport them to the site of the work and he/she shall pay any or all damages or other charges incurred by failure to unload materials within the time allotted therefore by the transportation companies. However, no seals shall be broken until they are examined by the City Engineer or his/her representative.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

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.

### **106.05 MATERIALS, INSPECTIONS, TESTS, AND SAMPLES**

THE FOLLOWING IS ADDED:

The City will perform materials testing for NJDOT compliance for all major items associated with this project.

### **106.06 PLANT INSPECTION**

THE FOLLOWING IS ADDED:

The Contractor hereby agrees through its subcontractual agreements, with their suppliers, to grant access to the City's materials testing technicians.

### **106.07 CERTIFICATION OF COMPLIANCE**

THE FOLLOWING IS ADDED TO THE SUBSECTION:

In the event that materials or assemblies used on the basis of certifications of compliance are sampled and tested and found to be in nonconformance with the contract requirements, all costs for said tests and for any future tests regarding that same material, shall be borne by the Contractor. An amount equal to the cost of subject tests may be deducted from the next regular payment made to the Contractor. This clause shall apply regardless of any certifications that may have been submitted by the Contractor.

As specified, certifications shall be provided for all material and/or assemblies required for this contract.

## **SECTION 107 – LEGAL RELATIONS**

### **107.01 LEGAL JURISDICTION**

#### **107.01.02 Permits, Licenses and Approvals**

THE FOLLOWING IS ADDED TO THE SUBSECTION:

The Contractor is advised that permits, certifications or approvals have been issued for this project. The Contractor must comply with the terms, conditions and restrictions contained in said permits, certifications or approvals. A copy of each permit, certification or approval is included in the Appendices of these Special Provisions.

No separate payment shall be made for work associated with conformance to permit regulations and conditions, rather, all costs for same shall be included in the various pay items in the Proposal.

## **107.06 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

THE LAST SENTENCE IS CHANGED TO:

There shall be no liability upon the County Executive or the Board of Chosen Freeholders of the county or counties and the governing body of the municipality or municipalities within the limits of the project either personally or in an official capacity.

## **107.09 INDEPENDENT CONTRACTOR**

THE THIRD SENTENCE IS CHANGED TO:

It shall neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof.

## **107.10 NON-THIRD PARTY BENEFICIARYCLAUSE**

DELETE “and also by virtue of the provisions of *N.J.S.A. 59:13-1 et seq.*, which allows suit against the State in Contract only on the basis of express contracts or contracts implied in fact.

## **107.11 RISKS ASSUMED BY THE CONTRACTOR**

### **107.11.01 Risks**

#### **1. Damage Caused by the Contractor.**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The Contractor agrees that he shall have no right to nor shall he make any claim whatsoever for damage or additional compensation by reason of the Engineer revising the stage construction or the maintenance of traffic requirements of the Contract. An extension of time may, however, be granted if appropriate under subsection 108.11.

REPLACE THE PARAGRAPH BEGINNING “Defend and indemnify...” (immediately after Subparagraph 4, entitled *Risks of Loss to Property of Those Performing the Work*) WITH:

The Contractor will indemnify and hold harmless the Brigantine City, its Officers, and their respective servants, volunteers, and agents (collectively the “City”) for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including Section 1983 claims, including counsel fees and costs of suit (collectively the “losses”), described in Sections 107.11.3 and 107.11.4 above, to which the City may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the carelessness or negligence of the Contractor. It is the expressed intent of the parties hereto that the Contractor shall defend and indemnify the City even for the City’s own alleged or actual partial negligence up to and until such a time as a trier of fact, be it a judge, jury, or binding arbiter, determines that the losses were the result of the sole and complete negligence of the City.

The Contractor will also indemnify and hold harmless the City for and from any and all losses to which the City may be put by reason of the Contractor’s failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the City.

The Contractor further agrees that the City reserves its right to monitor and actively participate in the defense of any and all claims against the City, at its own expense, if, in its sole discretion, it chooses to do so.

### **107.11.02 General Insurance.**

#### **A. Policy Requirements.**

THE SIXTH, SEVENTH AND EIGHTH SENTENCES ARE DELETED AND REPLACED AS FOLLOWS:

The certificates of insurance shall be on an Acord® form or a substantially similar form. Ensure that insurance policies are endorsed to provide written notice to the City at least 30 days prior to changes to and/or cancellation of the policies. Upon request, provide the RE with a certified copy of each policy and all applicable endorsements to each policy.

#### **B. Types**

##### **1. Comprehensive General Liability Insurance.**

THE FOLLOWING IS ADDED:

Ensure the policy names Atlantic County and the City, their officers, employees and agents as additional insured.

## **2. Comprehensive Automobile Liability Insurance.**

THE FOLLOWING IS ADDED:

Ensure the policy names Atlantic County and the City, their officers, employees and agents as additional insured.

## **3. Owner's and Contractor's Protective Liability Insurance.**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure the policy names Atlantic County and the City, their officers, employees and agents as additional insured.

THE FOURTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Ensure the policy names Atlantic County and the City, their officers, employees and agents as additional insured.

## **5. Excess Liability Insurance.**

THE FOLLOWING IS ADDED:

Ensure the policy names Atlantic County and the City, their officers, employees and agents as additional insured.

## **C. Renewal**

THE FIRST SENTENCE IS DELETED AND REPLACED WITH FOLLOWING:

Submit certificates of insurance to demonstrate continuous coverage until Acceptance.

Certificates of Insurance for each policy issued from the Contractor must carry evidence that Atlantic County and the City, their officers, employees and agents have been added to the policies as additional insured.

## **107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

### **107.12.01 Alternative Dispute Resolution**

If the parties are unable to resolve a contractual claim amicably, including a notice of change under Section 104.03, the parties will participate in good faith, in non-binding mediation pursuant to *N.J.S.A. 40A:11-50*.

Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator.

Each party shall rank the proposed mediators in order of preference. The fifth person on each list will be excluded from further consideration. The chosen mediator shall be the person who is the combined highest-ranking mediator on both preference lists, excluding the fifth person on each list. In the event of a tie, the mediator shall be chosen by lot.

Upon request, provide the RE with 5 copies of all documentation submitted in support of the claim.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator.

Each party will bear its own cost of participation in mediation and they will divide the cost of the mediator equally.



If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Atlantic County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

#### **107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

THIS SECTION SHALL BE DELETED IN ITS ENTIRETY.

#### **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**

##### **1. Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

- a. Specialty Items are as listed below:
  - Portable Power Distribution Panel

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

#### **108.02 COMMENCEMENT OF WORK**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Unless otherwise stated, the Contractor shall commence the work herein covered within ten (10) days after the date of the mailing of a notice to proceed along with the fully executed Contract by the City. However, in no case shall the Contractor commence work until a construction schedule is submitted to and approved by the Resident Engineer and participation in preconstruction conference scheduled by the City, unless the Contractor is specifically authorized to commence work by the City in writing.

Should Contractor begin work prior to execution of the Contract by the City, such work shall be considered as having been done by him/her at his/her own risk and as a volunteer. In the event the City decides to reject the Contract, the Contractor shall at his/her own expense do such work as is necessary to leave the site in a neat condition to the satisfaction of the Resident Engineer. If any of the work done prior to the City's rejection affects any existing road or highway, the Contractor shall at his/her expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Resident Engineer. However, all work done in accordance with the Contract Documents prior to its execution by the City will, when he/she executes the Contract, be considered authorized work and will be paid for as provided in the Contract.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work prior to execution of the Contract by the City.

The Contractor shall notify in writing the City Administrator and the Chief of Police, as well as the Fire and Police Departments, School District and First Aid Squads, serving the Brigantine City at least 7 days in advance of beginning construction. Such notification shall include the duration of project and a description of the methods to be employed to maintain traffic throughout the work site.

In no case will work commence prior to receipt and approval by the City of the necessary insurance documents.

#### **108.04 WORK SITE AND STORAGE**

THE FOLLOWING IS ADDED:

Private property shall not be used for storage purposes without written permission of the owner or lessee, and any other approvals, including those as specified in 107.01.02. Copies of such written permission shall be furnished to the RE before storage.

Materials shall be stored to ensure the preservation of their quality and fitness. Stored materials, even though approved before storage, may again be inspected before their use on the Project. Stored materials shall be located so as to facilitate their prompt inspection. With the approval of the RE, portions of the ROW may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space must be provided by the Contractor at the Contractor's expense. Equipment and materials shall be placed behind traffic control devices or stored more than 30 feet from the traveled way. Furnishing, placing, and removing the traffic control devices shall be at no Additional Compensation. No materials shall be stored within restricted areas noted on the plans or in regulated environmental areas.

## **108.07 TRAFFIC CONTROL**

### **108.07.01 Interference**

THE SIXTH PARAGRAPH IS DELETED AND REPLACED WITH THE FOLLOWING:

The Contractor agrees that he shall have no right to, nor shall he make any claim whatsoever for damage or additional compensation by reason of the Engineer revising the stage construction or the maintenance of traffic requirements of the Contract. An extension of time may, however, be granted if appropriate under Subsection 108.11.

THE FOLLOWING IS ADDED:

The contractor is responsible for coordinating all traffic control operations with the police department. Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or Legal Holidays unless approved by the RE.

## **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 107.11.01.

## **108.10 CONTRACT TIME**

THE SECOND PARAGRAPH IS DELETED:

THE FOLLOWING IS ADDED:

- A. Complete all work required for Substantial Completion by May 22, 2023.
- C. Achieve Completion by June 20, 2023.

## **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

THE FOLLOWING SUBPARTS UNDER THE FIRST PARAGRAPH ARE CHANGED TO:

1. Fails to submit the required contract documents as outlined in Section 108.02 within 30 calendar days of the start of Contract Time OR fails to begin construction operations within 21 calendar days of the scheduled start date/Notice to Proceed.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

If the City directs the Surety to complete the Contract, and the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the City a request for approval of the proposed completion-contractor as a subcontractor as per Section 108.01. The City has the right to reject a request by the Surety to use the Contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety. In addition, the City has the right to reject a request by the Surety to contract with employees of the Contractor, directly or under the direction of a consultant to the Surety, to complete the Contract. The City's right to reject contained in this paragraph is based on the sole discretion of the City.

#### **108.16 PARTIAL ACCEPTANCE**

THE PROVISIONS OF THIS SECTION ARE DELETED FROM THIS CONTRACT.

#### **108.18 SUBSTANTIAL COMPLETION**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Contractor will provide written notice to the RE when the Work is substantially complete. Upon notice the RE will arrange for inspection by the City. If the inspection indicates that the Work is not substantially completed the RE will respond within 14 days and provide the Contractor with the 'punch-list' and necessary instructions for completion and correction. Upon completion and correction of the Work, the Contractor will again notify the RE that the work is substantially complete and the RE will perform another inspection. Repeat this procedure until the Work on the project site is determined to be substantially completed by the RE.

#### **108.19 COMPLETION AND ACCEPTANCE**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

No Incentive Payment for Early Completion is specified for this project.

The Contractor will provide written notice to the RE when the Work is complete. Upon notice the RE will notify the City for concurrence of completion of all work items to the satisfaction of the City requirements.

If the City determines that the Work is not complete, the RE will respond within 14 days and provide the Contractor with the necessary instructions for completion and correction. Complete the Work to gain the acceptance of the City as communicated through the RE.

Upon satisfaction of the RE that construction operations are complete and acceptable; the project will move to City administration for processing of project completion documentation; this marks the Construction Operation Completion Date. The Contractor will work with City administration to complete the required documentation of bonds, lien releases, change orders, warrantees, and other documentation as required herein, see Section 109.11.

#### **108.20 LIQUIDATED DAMAGES**

THE FOLLOWING IS ADDED:

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the City will assess liquidated damages in the amount of \$1,000.
- B. For each day that the Contractor fails to achieve Complete the work as specified in Subsection 108.10 of these Special Provisions, the City will assess liquidated damages in the amount of \$500.

#### **108.21 WARRANTIES**

THE FOLLOWING IS ADDED:

Before final payment is made, the Contractor shall furnish a Surety Corporation Maintenance Bond in a sum equal to 5 percent of the Final Contract price. The bond and the Surety Corporation shall be satisfactory to the City. The Maintenance Bond shall remain in full force and effect for a period of one year from the date of acceptance of the Project by the Brigantine City and shall provide that the Contractor guarantees to replace for said period of one year all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirements of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one year.

If, in the judgment of the City, any part of the Project needs be replaced, repaired or made good during the specified guaranty period, for the reasons stated above, the RE will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within 5 days from the date of service of such notice or at such other time as the RE may direct, or if he fails to complete such work within the time prescribed by the RE, then the Township will have the work done by others and the cost thereof shall be paid by the Contractor or his Surety. Before the Surety is released from its bond, the City shall certify in writing that the foregoing obligations have been duly performed.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.05 ESTIMATES**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor shall be advised that partial payments will be made pursuant to *N.J.S.A. 2A:30A-2(a)*.

In response to a monthly invoice from the contractor the RE will determine the approximate quantities of work satisfactorily completed in accordance with the Contract documents during the preceding period. Partial payments on account of such estimates will be made based on the prices bid in the Proposal or as provided by Field Order, Change Order or supplementary agreement.

No such estimate or payment shall be required to be made when, in the judgment of the Resident Engineer, the work is not proceeding in accordance with the Contract documents or following the Resident Engineer giving the Contractor and Surety notice of delay, neglect or default under Subsection 108.14.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. The Resident Engineer upon determining that any payment under a previous estimate was improper, unwarranted, or incorrect for any reason may deduct the amount of such payment from the subsequent monthly estimate and partial payments made to the Contractor. The Resident Engineer will deduct from any monthly estimate and payment and/or the final payment such amounts as are required to be deducted pursuant to provisions of the contract documents.

The Department will deduct and withhold 2 percent in retainage from the total Estimate amount for State Funded Projects. On State Funded Projects, the Contractor may not withhold subcontractor retainage that exceeds the amount of retainage that the Department withholds from the Contractor.

Regarding Federally Funded Projects, the Department will deduct and withhold 2 percent in retainage from the total Estimate amount, excluding amounts for subcontracted work, until Substantial Completion. Pursuant to 49 C.F.R. § 26.29(b) (1), the Contractor may not withhold retainage from a subcontractor on Federally Funded Projects.

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, from the previous progress payment and will be paid the amount due from the current progress payment, 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.

### **109.07 BONDS POSTED IN LIEU OF RETAINAGES**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

The Contractor may post bonds in lieu of allowing the deduction of 2% retainage, in accordance with *N.J.S.A. 40A:11- 16.1*.

### **109.08 AS-BUILT QUANTITIES**

THE FOLLOWING IS ADDED:

The Resident Engineer may from time to time, before Substantial Completion, prepare as-built quantities and incorporate these quantities into monthly estimate certificates through an appropriate Field Order or Change Order. Such interim as-built quantities are subject to recalculation in completion of the Final Certificate.

### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

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.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private vendors or other persons entering into contracts with the City 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 five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

#### **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 FOLLOWING IS ADDED:

When a project includes funding from other sources, such as State and Federal Aid grants, the Contractor will cooperate with the City for the completion of all final documents as maybe required for the City to fulfill its obligation of final contract documentation.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.03 PROCEDURE**

##### **151.03.01 Performance Bond and Payment Bond**

THE FIRST PARAGRAPH IS REVISED TO:

Within ten (10) City business days of the date of Award or Conditional Award, the Bidder to whom the contract has been awarded shall complete and deliver a Performance Bond and a Payment Bond on forms satisfactory to the City. Each bond shall be separate and distinct, and each shall be for a sum equal to the total contract price. With the bond, provide a certification authorizing the attorney-in-fact to commit the Surety and a true and correct statement of the Surety's financial condition. With the bond, submit the schedule of broker's fees, the certified rate schedule, paid invoices and the report of execution for the bond to the RE.

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<b>Item</b>	<b>Pay Unit</b>
PERFORMANCE BOND AND PAYMENT BOND	DOLLAR

### **SECTION 152 – INSURANCE**

#### **152.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

Railroad Protective Liability Insurance is not required.

In addition to the requirement of section 107.11.02, the cost of all insurance shall be included in the unit prices bid for the various items included in the proposal.

No separate payment shall be made for the cost of Pollution Liability Insurance or Railroad Protective Liability Insurance, which cost shall be included in the unit prices bid for the various items included in the Proposal.

### **SECTION 153 – PROGRESS SCHEDULE**

#### **153.01 DESCRIPTION**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Bar Chart Progress Schedule is acceptable for use on this Project.

##### **153.03.01 CPM PROGRESS SCHEDULE**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the Department.

Approval of the schedule by the RE does not modify the Contract or constitute acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval.

### **153.03 PROCEDURE**

THE FOLLOWING NEW SUBSECTION IS ADDED:

#### **153.03.04 Limitation of Operations.**

All work that is performed shall be coordinated with the RE and is subject to performance only during the permissible work hours listed herein and/or those provided by Atlantic County and the Municipality during the Contract.

The Contractor is to maintain access to the properties around the project site at all time. The Contractor shall minimize the duration of any temporary access restriction that may be required and shall provide advance notices to the property owners that may be affected.

1. Three Day Holiday Weekend(s)
  - a. For Holidays listed in the table below that fall on "Saturday thru Monday" Work is prohibited, due to Holiday weekend, starting on Friday. Work cannot resume until after 9:30 a.m. on Tuesday.
  - b. "Friday thru Sunday" All work on Thursday must be cleared and ready for traffic by 3:00 p.m. Work may resume on Monday, however lane closures or detours will not be allowed until after 9:30 a.m.
  - c. If work extends to other holiday(s) similar types of conditions will apply.

Easter Sunday
Memorial Day
July 4 <sup>th</sup>
Labor Day
Election Day
Thanksgiving Day
Christmas Day
New Years Day

### **153.04 MEASUREMENT AND PAYMENT:**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

No separate payment shall be made for the cost of Progress Schedule and updates, which cost shall be included in the unit prices bid for the various items included in the Proposal.

## **SECTION 154 – MOBILIZATION**

### **154.04 MEASUREMENT AND PAYMENT:**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
MOBILIZATION	LUMP SUM

## **SECTION 155 – CONSTRUCTION FIELD OFFICE**

REPLACE THIS SECTION WITH THE FOLLOWING:

This Section intentionally left blank.

## **SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

### **156.01 DESCRIPTION**

REPLACE THIS SECTION WITH THE FOLLOWING:

No Materials Field Laboratory or Curing Facility will be required. However, the Contractor shall provide the equipment and personnel as described in 156.03.05.

### **156.03 PROCEDURE**

#### **156.03.01 Materials Field Laboratory**

THIS SUBSECTION IS DELETED.

#### **156.03.02 Materials Field Laboratory Maintenance**

THIS SUBSECTION IS DELETED.

#### **156.03.03 Curing Facility**

THIS SUBSECTION IS DELETED.

#### **156.03.04 Curing Facility Maintenance**

THIS SUBSECTION IS DELETED.

#### **156.03.05 Nuclear Density Gauge**

THE FOLLOWING IS ADDED:

The Contractor shall provide a person certified by the manufacturer in the use and operation of the nuclear density gauge. The certification shall be provided to the Engineer at least two (2) weeks prior to the use of the nuclear density gauge on the project. The certified person shall be on the site whenever compaction, grading and/or paving operations are being conducted.

#### **156.03.06 Flexural Beam Testing Equipment**

THIS SUBSECTION IS DELETED.

#### **156.03.07 Concrete Compression Testing Equipment**

THIS SUBSECTION IS DELETED.

### **156.04 MEASUREMENT AND PAYMENT**

REPLACE THIS SECTION WITH THE FOLLOWING:

The Contractor will provide all equipment, maintenance, certifications and personnel at the Contractor's expense. No separate payment will be made for equipment, maintenance, certifications and personnel costs.

## **SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

### **157.03.01 Construction Layout**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All work shall be performed under the supervision of a New Jersey Licensed Land Surveyor.

The Contractor shall furnish all necessary qualified personnel and adequate equipment to preserve such controls throughout the duration of the contract and shall lay out all of the lines and grades necessary for the complete



construction of the project. Prior to commencement of construction, the Contractor shall verify the difference in elevation between benchmarks and shall check the baselines for closure.

The Contractor shall provide the Engineer with copies of all calculations and staking data at least two Working Days before the use of said stakeout information. The survey notes and data shall include, but not be limited to, field notes that were used to establish and set construction stakes, field notes for the alignment, horizontal, and vertical project control, and field notes to document the easement and the monument location.

The Contractor shall make all necessary computations to establish the exact position of all the work from the control points which are shown in the plans or furnished by the RE. All the work shall be referenced to baselines which the Contractor shall establish from the control points, re-establish when necessary and maintain throughout the life of the contract so as not to delay the RE from making necessary preliminary, interim, and final measurements and from checking the Contractor's layout if he/she so desires.

The Contractor shall be responsible for maintaining the points he/she has established. Any error or apparent discrepancies found in the plans or specifications shall be immediately called to the attention of the RE in writing for interpretation prior to proceeding with work.

The Contractor shall be responsible for the finished work conforming to the lines and grades called for in the plans and specifications and he/she shall correct all errors caused by his/her personnel or Subcontractors in his/her employ at no cost to the City at the direction of the RE.

Attention is directed to the need for caution in laying out and constructing the various items of work, to ascertain that these items do not encroach on private property or areas where easements have not been obtained.

#### **157.04 MEASUREMENT AND PAYMENT:**

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<b>Item</b>	<b>Pay Unit</b>
CONSTRUCTION LAYOUT	DOLLAR

### **SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL**

#### **158.01 DESCRIPTION**

THE FOLLOWING SHALL BE ADDED TO THIS SECTION:

Soil Erosion Control shall include the installation and maintenance of inlet sediment control devices and the carrying out of such other soil erosion control measures as may be described elsewhere herein or directed by the RE or SECS District or in the case of County Roads, as directed by the County Engineer.

All soil erosion and sediment control facilities shall be constructed in conformance with the New Jersey Standards, therefore.

#### **158.03.02 SESC Measures**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

**21. Inlet Sediment Control.** Inlet sediment control devices shall be constructed in accordance with the details in the Plans and shall be placed where indicated in the Plans. They shall be securely fastened in place and shall be maintained in good working order by the Contractor as long as they are needed.

A sediment control device no longer needed at one location may be reset at another, provided that it is in good condition and functions properly. All sediment control facilities shall be ultimately removed from the Project site, by the Contractor.

**22. Roadway Cleaning.** The roads are to be kept clean and dust free. All streets are to be swept daily with a power broom with a water tank or with a water wagon.

**23. Maintenance of Adjacent Roadways.** The Contractor shall be responsible for maintaining the cleanliness and condition of all roadways over which construction traffic travels. All adjacent roadways and areas shall be kept clean of construction debris, excess materials and trash generated during construction operations.

#### **158.04 MEASUREMENT AND PAYMENT**

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<b>Item</b>	<b>Pay Unit</b>
SILT FENCE	LINEAR FOOT
INLET FILTER TYPE 2, 2' X 4'	UNIT
CONCRETE WASHOUT SYSTEM	LUMP SUM
EMERGENCY OIL SPILL KIT, TYPE 1	UNIT

Separate payment will not be made for any other temporary soil erosion and sediment control and water quality that is necessary during construction will not be made but will be included in the various items in the proposal. No separate payment shall be made for Soil Erosion Control unless otherwise requested in the Form of Proposal.

Unless otherwise specifically provided for in this proposal no separate or additional payment will be made for Soil Erosion Control. The Contractor is responsible for complying with Applicable Soil Erosion Control measures.

### **SECTION 159 – TRAFFIC CONTROL**

#### **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 FOLLOWING IS ADDED TO THIS SUBSECTION:

Traffic Control, including vehicular and pedestrian traffic and/or Construction Scheduling shall be coordinated with Atlantic County Engineer's Office, local police departments, fire departments, school and public transportation agencies (i.e. Bus routes). There will be no separate payment for this coordination.

#### **159.03.02 Traffic Control Devices**

THE FIRST PARAGRAPH IS CHANGED TO:

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.

### **159.03.08 Traffic Direction**

#### **B. Police.**

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

When local ordinance requires or as included in the plans, the pay item TRAFFIC DIRECTOR, POLICE 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 cost for TRAFFIC DIRECTOR, POLICE will be reimbursed under this Contract at the State's prevailing wage rate for Traffic Director, Flagger. For this contract, the prevailing rate is \$80.78 per hour. 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 TRAFFIC DIRECTOR, POLICE 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 TRAFFIC DIRECTOR, POLICE. Improper notice will result in any expenses related to TRAFFIC DIRECTOR, POLICE to be subtracted from the Contractors invoices.

THE FOLLOWING SUBSECTION IS ADDED:

### **159.03.10 Temporary Pedestrian Access Staging.**

#### **1. Temporary Sidewalk.**

Temporary sidewalk pay item is to be used when a diversion is needed in the existing pedestrian route and will be constructed of 1 ½" thick HMA surface course over 4" thick Dense Graded Aggregate. Temporary sidewalk is to be used when diversions are off the roadway or to tie the existing sidewalk into an in-road diversion. Temporary sidewalk can also be used to provide temporary access through sidewalk work-zone areas to the door threshold of buildings. Temporary sidewalks shall also include any temporary HMA ramping within accessible routes.

### **159.03.11 Traffic Control Plan (TCP).**

THE FOLLOWING IS ADDED:

The Contractor shall submit to the Engineer and the local police department prior to the preconstruction meeting a TCP that conforms to the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) and the Contract Documents. No work restricting traffic shall occur until the TCP has been approved. The Contractor shall work in accordance with the provisions of the traffic control plans and shall only deviate from the plans if approved.

### **159.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
CONSTRUCTION SIGNS	SQUARE FOOT
PORTABLE VARIABLE MESSAGE SIGN	UNIT

TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION  
TRAFFIC DIRECTOR, FLAGGER

UNIT  
HOUR

THE FOLLOWING IS ADDED:

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

### 160.03.01 Fuel Price Adjustment

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

Fuel Price Adjustment will be reimbursable when deemed eligible by NJSA 40A:11-13.

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment  
MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date  
BF = Basic Fuel Price Index  
G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly 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](#) without written approval from the RE.

### 160.03.02 Asphalt Price Adjustment

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

Asphalt Price Adjustment will be reimbursable when deemed eligible by NJSA 40A:11-13).

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment  
MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date  
BA = Basic Asphalt Price Index  
T = Tons of New Asphalt Binder<sup>1</sup>

<sup>1</sup>. 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. **Tons of New Asphalt Binder shall be the tons of Asphalt Cement generated from Virgin Asphalt Cement only**

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

**160.04 MEASUREMENT AND PAYMENT:**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
FUEL PRICE ADJUSTMENT	DOLLAR

**SECTION 161 – FINAL CLEANUP**

**161.04 MEASUREMENT AND PAYMENT:**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
FINAL CLEANUP	LUMP SUM

## **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 signposts, 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.

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 CONSTRUCTION**

##### **201.03.01 Clearing Site**

THE FOLLOWING IS ADDED:

##### **C. Mailbox and Sign Relocation.**

THE FOLLOWING IS ADDED:

Signs and posts that are to be removed and not used for this project (i.e. stop signs, etc.) shall be returned to the Atlantic County Dept. of Public Works, Northfield yard, located on Rte. 9. The Contractor shall take care not to damage these signs while removing or transporting.

THE FOLLOWING NEW PARAGRAPH(S) ARE ADDED:

- I. Preservation and Resetting.** The Contractor shall be required to preserve any existing sprinkler system, signs, posts, conduit, etc. This work shall include any relocating, adjusting the height or anything else needed to restore these items to working condition.

The Contractor shall also be responsible for resetting to the proper elevation any utility box, meter, valve, vent, casting, etc. that lies behind the edge of pavement/curb.

#### **201.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
CLEARING SITE	LUMP SUM

THE FOLLOWING IS ADDED:

CLEARING SITE to be paid as follows:

- 25% Paid upon completion of all electrical improvements or a reduced percentage as determined by the engineer should all electrical 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 Traffic Items or a reduced percentage as determined by the engineer should all Traffic Items not be completed at the time of an intermediate payment.
- 25% shall be retained and paid upon final payment.

## **DIVISION 400 – PAVEMENTS**

### **SECTION 401 – HOT MIX ASPHALT (HMA) COURSES**

#### **401.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This section also describes pavement repair work shown on construction details and necessary for the construction of curb, gutter, conduit and other contract pay items.

#### **401.03 CONSTRUCTION**

##### **401.03.01 Milling**

##### **A. Milling of HMA.**

THE LAST PARAGRAPH IS CHANGED TO:

The time interval between milling of HMA surface and placing of new HMA overlay shall not exceed 72 hours. Shorter time interval requirements shall be as directed by the RE.

##### **401.03.07 HMA Courses**

##### **E. Spreading and Grading.**

THE FOLLOWING SUBPART IS ADDED:

##### **3. Interface Between Pavement Repair Strip and Existing Pavement.**

Where new pavement is to abut with existing pavement, the existing pavement is to be sawcut full depth prior to any reconstruction.

Where milling and overlay abut with existing pavement, the existing pavement is to be sawcut to the depth of the milling.

The Contractor shall cut a neat, straight, vertical line using a pavement saw. The saw shall be a self-powered pavement saw with a diamond tipped circular blade. If the pavement to remain is damaged, it shall be repaired at the Contractor's expense.

The Work shall include the cost of cleaning up, as well as any noise abatement procedures that might be required.

##### **4. Interface Between Proposed Curb/Gutter and Pavement Repair Strip.**

Where pavement repair strip is to abut new curb or gutter apply polymerized joint adhesive to contact surfaces before paving.

The Work shall include the cost of cleaning up, as well as any noise abatement procedures that might be required.

##### **H. Air Void Requirements.**

THIS SUBSECTION IS DELETED.

##### **I. Thickness Requirements**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

##### **J. Ride Quality Requirements.**

THIS SUBSECTION IS DELETED.

##### **401.03.08 Core Samples**

THIS SUBSECTION IS DELETED

## 401.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

The Department will measure and make payment for Items as follows:

Item

POLYMERIZED JOINT ADHESIVE

Pay Unit

LINEAR FOOT

There will be no payment for pavement repair or HMA pavement courses. HMA pavement construction required for pavement repair will be incidental to the costs of the various pay items in this contract.

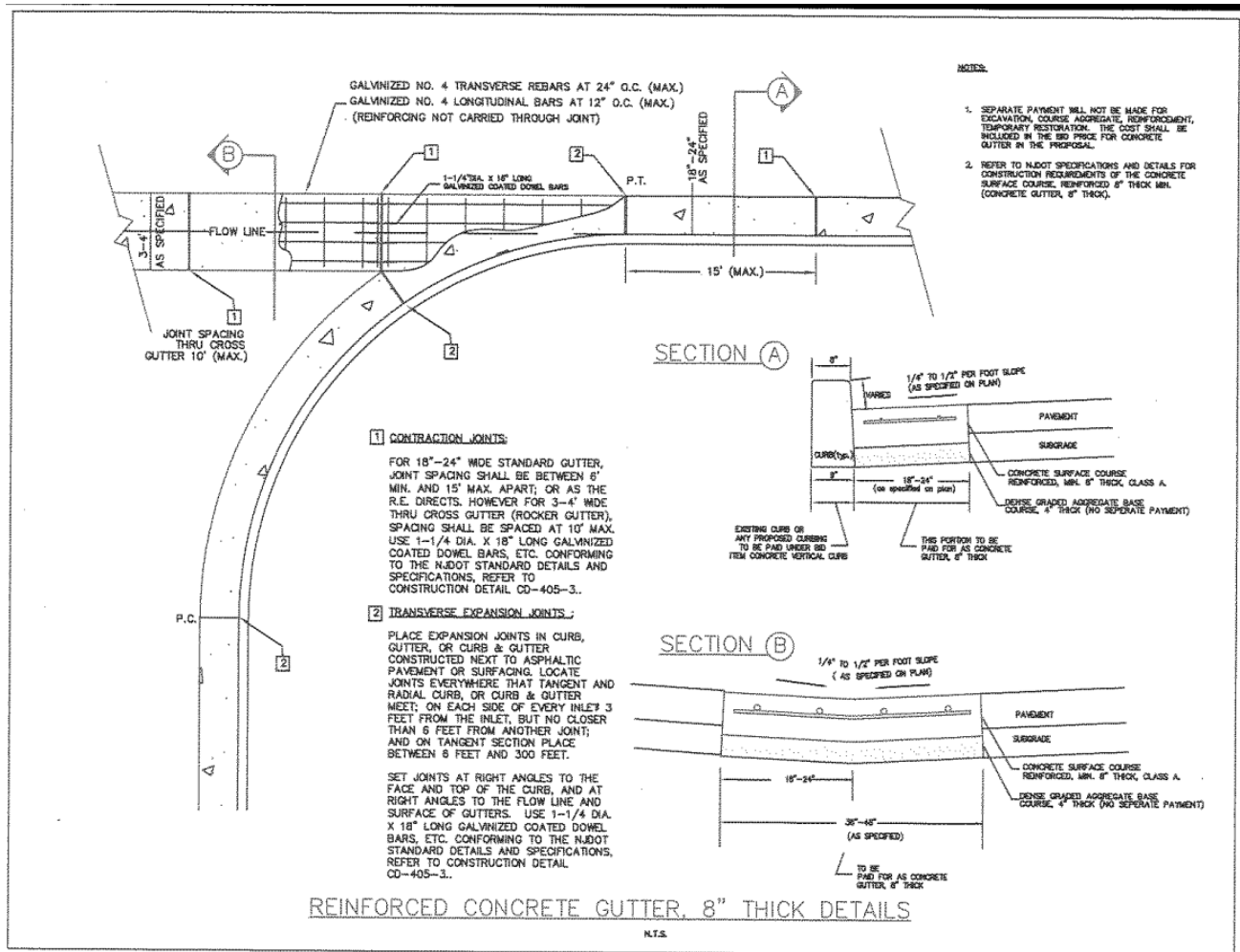
## SECTION 405 – CONCRETE SURFACE COURSE

### 405.03.02 Concrete Surface Course

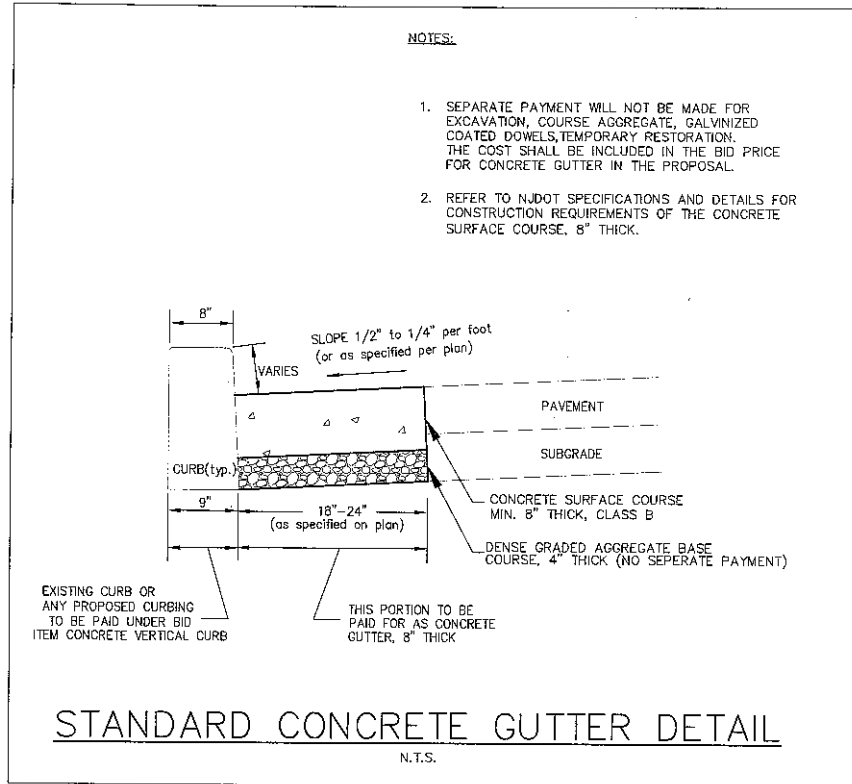
THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

#### 405.03.02.01 Concrete Gutter Detail

All work to construct CONCRETE GUTTER *shall comply with requirements of constructing CONCRETE SURFACE COURSES.*







#### 405.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ADDED:

*Item*  
CONCRETE GUTTER

*Pay Unit*  
SQUARE YARD

## **DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

### **SECTION 602 – DRAINAGE STRUCTURES**

#### **602.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

It is the contractor's responsibility to verify Curb Piece sizes to ensure specified curb face will fit as per existing field conditions.

#### **602.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
RECONSTRUCTED INLET, TYPE B CONVERT TO INLET TYPE A	UNIT
BICYCLE SAFE GRATE	UNIT

### **SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS**

#### **606.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section also describes the requirements for constructing permeable Precast Concrete Pavers on an aggregate base with plastic edge constraints.

Refer to subsection 157.03.01 Construction Layout for Contractor responsibility for Layout.

#### **606.02 MATERIALS**

##### **606.02.01 Materials**

THE FOLLOWING IS ADDED:

**Precast Concrete Pavers.** Provide permeable 4 x 8 Precast Concrete Pavers, sized at 3 7/8" x 7 7/8" x 3". Pavers shall be ADA compliant conforming to ASTM C 1781. Permeable pavers shall be manufactured by Hanover Architectural Products.

Hanover Architectural Products.

5000 Hanover Road

Hanover, PA 17331

info@hanoverpavers.com

(800) 426-4242

**Plastic Edge Restraints.** Provide Plastic Edge Restraints, Triangular PVC extrusions 1-3/4 inches high by 3-1/2 inches wide. Use rigid type of restraints for straight runs and flexible restraints for curved edges. Hold restraints in place with 3/8- inch diameter by 12-inch- long steel spikes.

**Aggregate.** Provide AASHTO #57 stone for the base course, and AASHTO #59 for the leveling course and the joints.

**Geotextile.** Provided nonwoven needle-punched geotextile made from polyolefins or polyesters; with elongation greater than 50 percent; conforming to AASHTO M 288. The Apparent Opening Size shall be No. 40 sieve,

maximum conforming to ASTM D 4751. The Permittivity shall be 0.5 per second, minimum conforming to ASTM D 4491.

#### **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.

#### **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.

#### **H. Protection and Curing.**

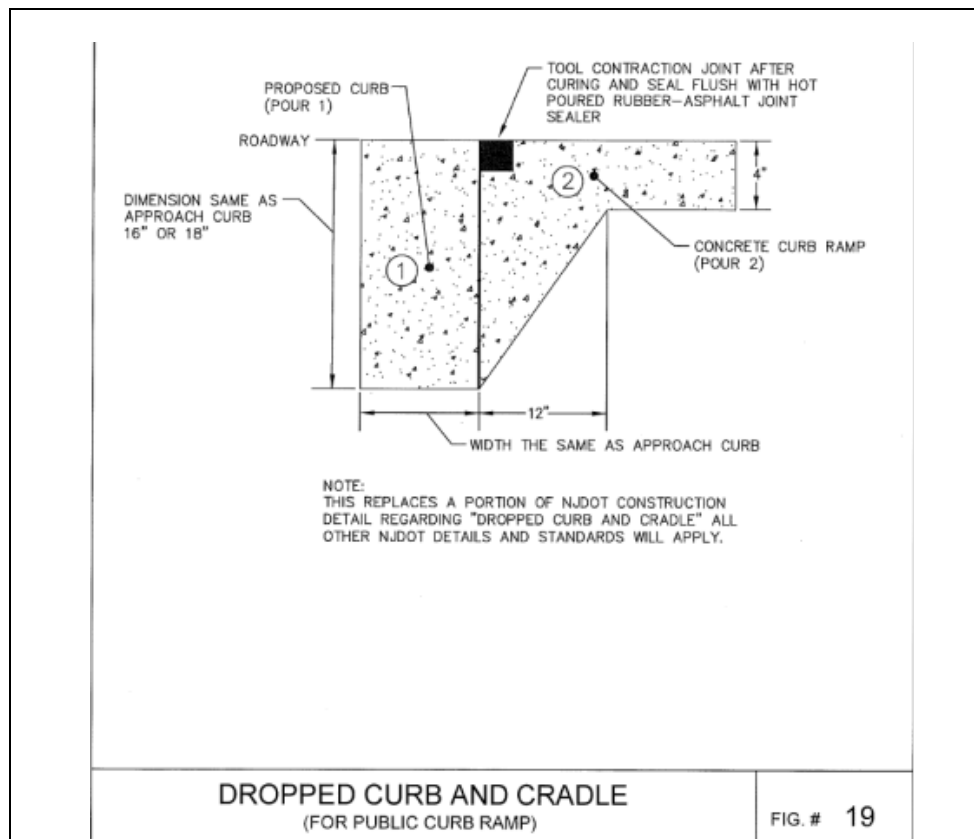
THE FOLLOWING IS ADDED:

The Contractor shall preserve and/or restore to the original condition the areas adjacent to where new concrete is constructed.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- J. Resetting of Existing Signs and Posts.** Existing signs which are not to be removed or replaced under this contract, and which are in an area of new or reconstructed sidewalk, shall have their posts sleeved with PVC pipe of sufficient diameter to leave a clearance of between 0.5" and 1" between the post and the inside wall of the pipe. The top of the pipe shall be installed flush with the surface of the sidewalk, and the pipe filled with clean sand to within 0.5" its top, and the remaining 0.5" filled grouted with mortar of a similar appearance to the sidewalk material. Sidewalks shall not be poured until such signs have had their posts made plumb.

- K. Dropped Curb and Cradle - Detail (below), replaces that portion of NJDOT CD 606-1:**



THE FOLLOWING SUBPART(S) ARE ADDED:

**606.03.04 Curb Ramp.** This work is the construction of approved concrete curb ramps and driveway crossings which are part of the pedestrian accessible route at the locations identified in the contract drawings.

Do not start construction work until curb ramps and driveway crossings grading and layout are approved by the Engineer.

Locations shown on the contract drawings where curb ramps and driveway crossings are proposed to meet vehicular and pedestrian safety parameters which are in compliance with the American with Disabilities Act. Prepare and submit construction layout and proposed grading drawings for proposed curb ramps and driveway crossings for review and approval by the Engineer.

Alterations to existing facilities must meet the requirements to the maximum extent feasible. For alterations where it is technically infeasible to meet the contract drawings requirements, a technically infeasible document must be submitted and approved by the Engineer to document access has been provided to the maximum extent feasible. Do not begin construction of the curb ramp or driveway crossing until approval is obtained.

Construction of the curb ramps and driveway crossing must accommodate the existing utility facilities within the project unless otherwise noted in the contract drawings. If utility relocations become part of the construction effort, notify the Engineer who will contact the affected utility companies of the project construction effort in advance, secure the utility company approvals and incorporate their scheduling requirements into the overall project schedule.

If curb ramps or driveway crossing impacts any element of the ramp design including sidewalk transitions, grading, or become located outside projects right-of-way, notify the Engineer.

Sketches drawn to scale should be provided depicting the curb ramp's or driveway crossing's layout and grading including any impediments to providing any ramps which are not fully in accordance with the contract drawings should be submitted to the Engineer. The sketches should include the following information:

1. Depict the existing and proposed vertical elevations of the finished grade of roadway directly in front of and at the center of the proposed ramp (designated to the nearest 0.10').
2. Depict the existing longitudinal and cross slopes of the roadway directly in front of and at the center of the proposed ramp (designated to the nearest 0.10%).
3. Indicate proposed running & cross slope percent of the ramp (designated to the nearest 0.10%).
4. Show proposed running & cross slope percent of the sidewalk transitions to the ramp and or landing (designated to the nearest 0.10%).
5. Indicate limits of removal of existing sidewalk (designated to the nearest 0.10').
6. Proposed length and width of the ramp.
7. Proposed horizontal location of the landing area.
8. Proposed slopes of the landing area (designated to the nearest 0.10%).
9. Proposed slopes of flares (designated to the nearest 0.10%).
10. Proposed horizontal measurements of flares (designated to the nearest 0.10').
11. Depict the proposed horizontal placement of Detectable Warning Surfaces (DWS).
12. Depict horizontal and vertical relationships to the pedestrian push buttons (designated to the nearest 0.10'), as applicable.
13. Depict horizontal relationship of the crosswalk and stop bars (designated to the nearest 0.10').
14. Depict any utility features within the curb ramp construction area.
15. Provide positive drainage; avoid potential drainage issues (no pooling of water is permitted).
16. Depict existing and proposed right-of-way and construction easements, as applicable.
17. Complete and submit documentation for technical Infeasible, as applicable.
18. Slopes of constructed curb ramps and driveway crossings shall be measured with a 2' or 4' Smart Level.

Submissions that take advantage of any errors and/or omissions in the contract drawings or discrepancies with the Special Provisions will not be accepted. In the event any such error, omission, or discrepancy is discovered, immediately notify the Engineer. Failure to notify the Engineer will constitute a waiver of all claims for misunderstandings, ambiguities, or other situations resulting from the error, omission, or discrepancy.

All minimum and maximum dimensions contained in the contract drawings are absolute. Acceptance will not be issued if any newly constructed ramp does not comply with the approved drawings, construction standards and specifications.

Each ramp or driveway crossing is eligible for payment only one time. Additional payments will not be made for reconstruction.

#### **606.03.05 Precast Concrete Pavers**

Excavate as specified in 202.03.03. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place sleeves for signs and delineator posts at locations shown on the Plans. Ensure that sleeves are flush with the finished surface.

Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density. Place aggregate base, compact by tamping with plate vibrator, and screed to depth indicated. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches. Place leveling course and screed to a thickness of 2 inches, taking care that moisture content remains constant, and density is loose and constant until pavers are set and compacted. Treat leveling course with herbicide to inhibit growth of grass and weeds.

Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures. Cut unit pavers with motor-driven masonry saw equipment to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible.

Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz. Spread aggregate and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of aggregate on the surface for joint filling.

#### **606.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
CONCRETE SIDEWALK, 4" THICK	SQUARE YARD
CONCRETE SIDEWALK, REINFORCED, 6" THICK	SQUARE YARD
DETECTABLE WARNING SURFACE	SQUARE YARD
PRECAST CONCRETE PAVERS	SQUARE YARD
RESET PRECAST CONCRETE PAVERS	SQUARE YARD

THE FOLLOWING IS ADDED:

Each ramp or driveway crossing is eligible for payment only one time. Additional payments will not be made for reconstruction.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials to construct in accordance with the plans and specifications.

## **SECTION 607 – CURB**

### **607.03.02 Concrete Vertical Curb and Concrete Sloping Curb**

#### **B. Constructing Forms.**

THE FOLLOWING IS ADDED TO THIS SUBPART:

The 9" x variable height concrete vertical curb item shall have widths of 8" at the top and 9" at the bottom.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- H. Restoration.** Contractor is required to preserve and/or restore to the original condition the area adjacent to where new concrete is constructed. Contractor shall also restore the adjacent pavement section, this restoration shall include saw cutting the asphalt, and backfilling with HMA BASE & SURFACE COURSES.

THE FOLLOWING SUBPART IS ADDED:

### **607.03.08 Concrete Gutter**

The concrete gutter shall be constructed in accordance with Section 405.

### **607.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
9" X VARIABLE HEIGHT CONCRETE VERTICAL CURB	LINEAR FOOT

THE FOLLOWING IS ADDED:

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal, pavement restoration, and disposal of all materials to construct in accordance with the plans and specifications.

## **SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS**

### **610.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section also describes the requirements for the furnishing and applying traffic paint to concrete vertical curb and decorative crosswalk surface treatment.

### **610.03 CONSTRUCTION**

#### **610.03.01 Traffic Stripes**

THE FOLLOWING IS ADDED:

Prior to the commencement of striping operations, the Contractor shall verify, in the presence of the inspector, that he has the proper striping plan and that his equipment is properly configured to apply centerline markings, as follows:

1. Centerline stripes shall be 4 inches wide; the space between adjacent parallel stripes making up the same centerline shall be 6 inches, measured from their nearest edges.
2. The skip line sequencing mechanism shall be adjusted to provide for the placement of a 10-foot long painted stripe every 40 feet ( $\pm 1$  inch), with a thirty-foot long space between the end of one stripe and the beginning of the next.

## **610.03.02 Traffic Markings Lines, Traffic Markings Symbols, and Traffic Markings Route Symbols**

### **C. Applying Traffic Markings.**

IN FIRST SENTENCE DELETE

“...OR HOT EXTRUDED THERMOPLASTIC...”

DELETE SUBPARAGRAPH “2. EXTRUDED THERMOPLASTIC.”

THE FOLLOWING SUBPARTS ARE ADDED:

### **610.03.09 Traffic Paint, Curb**

Paint concrete vertical curb, top and face, at locations indicated on the Plans and as specified in 610.03.01.

### **610.03.10 Traffic Paint, Crosswalk**

Install a decorative pavement coating within the striped thermoplastic crosswalk as indicated on the Plans. Installation shall be performed in accordance with manufacturer's recommendations. Provide decorative pavement coatings manufactured by GAF StreetBond® SB150 Pavement Coating or approved equal. Pavement coating color shall be Terra Cotta.

## **610.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
TRAFFIC STRIPES, 4”	LINEAR FOOT
TRAFFIC STRIPES, 8”	LINEAR FOOT
TRAFFIC MARKINGS, LINES, 24”	LINEAR FOOT
REMOVAL OF TRAFFIC STRIPES	LINEAR FOOT
TRAFFIC MARKING LINES, 8”	LINEAR FOOT
TRAFFIC MARKING SYMBOLS	SQUARE FOOT
TRAFFIC PAINT, CURB	LINEAR FOOT
TRAFFIC PAINT, CROSSWALK	SQUARE FOOT

TRAFFIC PAINT, CURB will be measured by the linear foot along the top of the curb.

TRAFFIC PAINT, CROSSWALK will be measured by the square foot between the 8” wide white crosswalk lines.

THE FOLLOWING IS ADDED:

Prior to installing permanent striping, the contractor shall verify no water ponding conditions exist throughout the limits of the project. If a ponding condition is identified after permanent striping has been placed the contractor shall regrade the pavement via milling and paving or via infrared repair to allow the area to drain or perform whatever corrective work is necessary to drain the area including but not limited removal and reconstruction of ADA curb ramps, reconstructing curb lines and then restripe the area to conform the proposed improvements. No separate payment shall be made for remobilization to restripe.

## SECTION 612 – SIGNS

### 612.03.01 Regulatory and Warning Sign and Type GA “U” Post Support Guide Signs

THE FOLLOWING IS ADDED AFTER SECOND PARAGRAPH

Signs with dimensions 36” X 36” or larger width/height dimension(s) shall be mounted on two (2) breakaway posts.

THE FOLLOWING IS ADDED:

Signs which are to be installed under this Contract, and which are in an area of new or reconstructed sidewalk or concrete island, shall have their posts sleeved with PVC pipe of sufficient diameter to leave a clearance of between 0.5" and 1" between the post and the inside wall of the pipe. The top of the pipe shall be installed (or trimmed) flush with the surface of the sidewalk, and the pipe filled with clean sand to within 0.5" its tops, and the remaining 0.5" filled grouted with mortar of a similar appearance to the sidewalk material. Sidewalks shall not be poured until such signs have had their posts made plumb

All proposed signs shall be set to meet the current MUTCD standards

All permanent signs installed by the Contractor shall have the following information written on their reverse sides using a paintstick or other durable marking material:

- a. The date of installation, in the form “1/1/2008”.
- b. The name of the installing company.

**Aluminum sign blanks** shall be fabricated in accordance with the standard details and **subsection 911.01.02.A.** of the Standard Specifications, with the exception that the bolt hole shall be 11/32 inch x 11/32 inch **SQUARE**

**Sign mounting hardware** shall conform to the standard details and **subsection 911.01.01 and 911.02.01** of the Standard Specifications, with the following exceptions:

- a. Bolts are to be 5/16”-18 **CARRIAGE** bolts.
- b. Bolts and hex nuts are to be **STAINLESS STEEL**, not hot-dipped galvanized.
- c. **All signs not mounted on traffic signal standards or arms shall be attached using vandal-resistant fasteners of a type not requiring special tools for installation. The Contractor shall submit the type of fastener he proposes to use for pre-approval by the County Engineer.**

### 612.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

Item	Pay Unit
REGULATORY AND WARNING SIGN	SQUARE FOOT



## DIVISION 700 – ELECTRICAL

### SECTION 701 – GENERAL ITEMS

#### 701.03 CONSTRUCTION

##### 701.03.12 Foundations

THE FOLLOWING IS ADDED:

Construct decorative lighting standard and meter cabinet foundations in accordance with the details provided in the Plans and the manufacturer's recommendations.

##### 701.03.14 Meter Cabinet

THE FOLLOWING IS ADDED:

Furnish and install a UL listed, NEMA 4X stainless steel locking enclosure containing the electrical service panel, electronic time control, and lighting contactor. Enclosure to be mounted on a stainless steel riser base supported from grade. All live parts are to be installed at a minimum elevation of 2 feet above the FEMA Base Flood Elevation of 9' NAVD. Enclosure will be manufactured by APX Enclosures, Inc. and as specified below or approved equal.

<u>Manufacturer</u>	<u>Contact</u>	<u>Model</u>
APX Enclosures, Inc.	www.apx-enclosures.com	LS503017S0754X

##### 701.03.15 Cable and Wire

##### C. Connection and Coordination with Utility Services.

THE FOLLOWING IS ADDED:

Provide advanced notice and coordination with service providers to verify current status of service requests for all required utility services. Perform coordination required to re-establish and revise any service requests that may have expired due to time restraints, or due to a change in system requirements.

Service Requests				
Location	Service Type	ACE Job #	Estimated Cost	Contact
P1	Lighting	SR# 05237325 WO# 17992678	No Charge to Town	Mr. Nick Kabala (609) 457-1272
P2	Lighting	SR# 05237586 WO# 17992654	No Charge to Town	Mr. Nick Kabala (609) 457-1272
P3	Lighting	SR# WO#	No Charge to Town	Mr. Nick Kabala (609) 457-1272

THE FOLLOWING SUBPART IS ADDED:

##### 701.03.16 5-20R GFCI Receptacle WP Enclosure

Furnish and install a 20 amp, GFCI receptacle and UL listed enclosure with a clear extra-duty weatherproof in-use cover at the location indicated on the Plans. Enclosure to meet NEC extra-duty code requirements and be made of heavy-duty, UV rated plastic, color "black". Furnish and install all hardware as required. The GFCI receptacle and enclosure will be "Gard-N-Post" manufactured by Arlington Industries, Inc. and as specified below or approved equal.

<u>Manufacturer</u>	<u>Contact</u>	<u>Model</u>
Arlington Industries, Inc.	www.aifittings.com	GPD19B

##### 701.03.17 Portable Power Distribution Panel

Furnish a UL listed, NEMA 3R, 60-amp 240/120 volt, 3Ø, portable power distribution panel with a heavy duty welded steel two-wheel cart, pneumatic tires, center point lifting bracket, push/pull handles, and non-conductive,

non-metallic enclosure polyester powder coat finish. Panel shall include weatherproof/in-use outputs of at a minimum, two (2)-20 amp, 250VAC, 1Ø receptacles, two (2)-30 amp, 250VAC, 1Ø receptacles, and six (6) 120VAC, 1Ø duplex GFCI receptacles. Panel shall include a 60 amp, 240V, 3Ø, 3-wire, with ground, input. Provide a 60 amp, 250VAS rated, 30-foot-long outdoor rated cord with plugs matching the permanent panel 60 amp, 250VAC rated receptacle. The portable distribution panel will be manufactured by Power Temp Systems, Inc. and as specified below, no substitution permitted.

<u>Manufacturer</u>	<u>Contact</u>	<u>Model</u>
Power Temp Systems, Inc.	www.powertemp.com	P0602401PHN3SO

#### **701.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
2" RIGID METALLIC CONDUIT	LINEAR FOOT
1" RIGID NONMETALLIC CONDUIT	LINEAR FOOT
FOUNDATION, TYPE METER CABINET	UNIT
FOUNDATION, TYPE LIGHTING	UNIT
METER CABINET, TYPE LIGHTING	UNIT
GROUND WIRE, NO. 10 AWG	LINEAR FOOT
MULTIPLE LIGHTING WIRE, NO. 10 AWG	LINEAR FOOT
SERVICE WIRE, NO. 2 AWG	LINEAR FOOT
5-20R GFCI RECEPTACLE WP ENCLOSURE	UNIT
PORTABLE POWER DISTRIBUTION PANEL	UNIT

### **SECTION 703 – HIGHWAY LIGHTING**

#### **703.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section also describes the requirements for providing and installing a complete decorative roadway lighting system.

#### **703.03 CONSTRUCTION**

THE FOLLOWING IS ADDED:

Maintain up-to-date as-built drawings of the decorative lighting system. Place copies of the as-built drawings in a plastic pocket mounted inside the meter cabinet, and provide a copy to the RE.

THE FOLLOWING SUB SECTIONS ARE ADDED:

##### **703.03.08 Lighting Standard Decorative**

Install the decorative lighting standard as specified in 703.03.01. The decorative lighting standard will be the Wadsworth round fluted aluminum pole as manufactured by Holophane and as specified below no substitution permitted.

<u>Manufacturer</u>	<u>Model</u>	<u>Catalog No.</u>
Holophane	Wadsworth	WDA 14 F5J 17 P07 ABG RAL9011

**703.03.09 Luminaire Decorative**

Install the decorative luminaire as specified in 703.03.03. The decorative luminaire will be the Granville Classic Standard LED3 as manufactured by Holophane and as specified below, so substitution permitted.

<u>Manufacturer</u>	<u>Model</u>	<u>Catalog No.</u>
Holophane	Granville Classic Standard LED3	GVD3 P20 40K MVOLT CLF GL3 RAL9011 RB ST TBK

**703.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
LIGHTING STANDARD DECORATIVE	UNIT
LUMINAIRE DECORATIVE	UNIT

## **DIVISION 800 – LANDSCAPING**

### **SECTION 804 – TOPSOIL SPREADING**

#### **804.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
TOPSOILING SPREADING, _" THICK	SQUARE YARD
BORROW TOPSOIL	CUBIC YARD

### **SECTION 806 – FERTILIZING AND SEEDING**

#### **806.03.01 Fertilizing and 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**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
FERTILIZING AND SEEDING, TYPE A-3	SQUARE YARD

### **SECTION 809 – MULCHING**

#### **804.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
STRAW MULCHING	SQUARE YARD

### **SECTION 811 – PLANTING**

#### **811.04 MEASUREMENT AND PAYMENT**

THIS SUBSECTION IS AMENDED TO READ AS FOLLOWS:

<b>Item</b>	<b>Pay Unit</b>
SMALL DECIDUOUS TREE, 3-3 1/2" CALIPER, B&B	UNIT
GROUND COVER OR VINE, #1 CONTAINER	UNIT

THE FOLLOWING SECTION IS ADDED:

## **SECTION 812 – LANDSCAPE APPURTENANCES**

### **812.01 DESCRIPTION**

This Section describes the requirements for providing and installing streetscape appurtenances such as trash receptacles, bike racks and benches.

### **812.02 MATERIALS**

Provide materials as specified:

#### **812.02.01 Trash Receptacle**

Provide trash receptacle with separate bins for trash and recycling made from plastic with stainless steel hardware. Bin will have a total capacity of 26 cubic feet. Bin roof will be "reverse vail", sloping away from the bin openings. The left side bin will have a rectangular opening and have a symbol showing a person depositing trash and the right-side bin will have a "Saturn" shaped opening and a recycling symbol. Product shall be "Berkeley Double Side Load" manufactured by Nex-Terra, no substitution permitted. The trash receptacle panel color shall be "Sand" and the trim color will be "Black".

Manufacturer Contact:

Nex-Terra  
N823 N2341 Executive Drive  
Sussex, WI 53089  
(800) 505-7926

#### **812.02.02 Bike Rack**

Provide 7" long x 3" wide x 35" high cast aluminum bike rack with a powdercoat finish. Product shall be "Olympia Bike Rack" manufactured by Forms+Surfaces, no substitution permitted.

Manufacturer Contact:

Forms+Surfaces  
30 Pine Street  
Pittsburgh, PA 15223  
phone: 800-451-0410  
fax: 412-385-4715  
email: sales@forms-surfaces.com  
website: www.forms-surfaces.com

#### **812.02.03 Bench**

Provide bench with powder coated aluminum sides and wood slats. 8-foot bench will have overall dimensions of 99 11/16" long x 29 1/4" deep x 34 9/16" high. Product shall be Model 447 manufactured by DuMor, no substitution permitted.

Manufacturer Contact:

DuMor Inc.

138 Industrial Circle  
Mifflintown, PA 17059  
Phone: 800-598-4018  
Fax: 717-436-9839  
Email: sales@dumor.com  
Website: www.dumor.com

### **812.03 CONSTRUCTION**

#### **812.03.01 Trash Receptacle**

Handle products in accordance with manufacturer's instructions. Store products in manufacturer's original packaging until ready for installation. Protect products from impacts and abrasion during storage. Mount the trash receptacle to a concrete surface with embedded stainless-steel anchors and tamper-resistant stainless-steel bolts.

#### **812.03.02 Bike Rack**

Handle products in accordance with manufacturer's instructions. Store products in manufacturer's original packaging until ready for installation. Protect products from impacts and abrasion during storage. Mount the bike rack to a concrete surface with embedded stainless-steel anchors and tamper-resistant stainless-steel bolts.

#### **812.03.03 Bench**

Handle products in accordance with manufacturer's instructions. Store products in manufacturer's original packaging until ready for installation. Protect products from impacts and abrasion during storage. Mount the bench to a concrete surface with embedded stainless-steel anchors and tamper-resistant stainless-steel bolts.

### **812.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<b>Item</b>	<b>Pay Unit</b>
TRASH RECEPTACLE	UNIT
BIKE RACK	UNIT
BENCH	UNIT

## DIVISION 900 – MATERIALS

### SECTION 902 – ASPHALT

#### 902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the RE, only one source of supply for hot mix asphalt surface course may be used on the project.

#### 902.02.04 Sampling and Testing

THE FOLLOWING IS ADDED TO SUBPART D:

The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.D 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 report their findings.

**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 hat 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

**A. Aluminum Components.** Use aluminum materials conforming to the requirements in [Table 911.01.01-1](#).

THE FOLLOWING IS ADDED TO TABLE 911.01.01-1

Table 911.01.01-1 Aluminum Sign Components		
Aluminum Items	Test Method	Alloy and Temper
Vandal Resistant nuts (p/o fasteners), 1/4 inch and under	ASTM B 211	2017-T4

## 911.01.02 Fabrication

### A. Sign Panels.

SECOND SENTENCE OF SECOND PARAGRAPH IS CHANGED TO:

Punch 11/32 inch x 11/32 inch **SQUARE** holes in the sign blank for attachment to sign supports.

### 911.02.01 Steel “U” Post Sign Supports

SECOND SENTENCE OF FIRST PARAGRAPH IS CHANGED TO:

Provide 18-8 stainless steel 5/16 x 18 Carriage headed bolts (conforming to ASTM A 320, Grade B8, Class 1) and vandal resistant nuts (conforming to Table 911.01.01-1), for securing the signs to the steel “U” post.



## **DIVISION 1000 – EQUIPMENT**

### **SECTION 1001 – TRAFFIC CONTROL EQUIPMENT**

#### **1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS**

THE FIRST PARAGRAPH PART 1 IS CHANGED TO:

1. Meets crash-worthiness requirements as specified in 159.03.02.

### **SECTION 1009 – HMA PLANT EQUIPMENT**

#### **1009.01 HMA PLANT**

##### **A. Requirements for HMA Mixing Plants.**

##### **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.

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX A**

## **FEDERAL AID ATTACHMENTS- SPECIFICATIONS**

**NO TEXT THIS PAGE**

## FEDERAL AID PROJECT ATTACHMENT 1

### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal 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 subcontracts in accordance with USDOT requirements.
- B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.
- C. Definitions**
- 1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
    - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
    - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
  - 2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
    - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
    - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
      - (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
      - (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
      - (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
      - (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
      - (5) Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

- (6) Women
  - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
  - (8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
3. **Commercially Useful Function (CUF).** A DBE 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 DBE 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.
  4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.
  5. **DBE 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.
  6. **DBE 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.
  7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, 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 DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.
  8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.
- D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E. Contractor's DBE Obligations.** Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department's Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.
1. **Post Award Obligations**
    - a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at: <https://njucp.dbesystem.com/>.
  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 Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.
  - (3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified 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 DBE firm's termination will be as 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 DBE 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 DBEs. 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 DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be 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 DBE 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 subcontractor is a DBE and the detailed reason(s) for termination.
- c. Meeting Contract DBE Goal.** Report attainment toward meeting the Contract DBE goal by submitting monthly, all DBE 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 DBEs used on the Contract to meet the Contract goal, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE 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 DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a DBE 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 DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE 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 DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE 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 DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE 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 DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.

- e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE 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. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

- F. **DBE Goals for the Contract.** This Contract includes a goal of awarding **8 percent (8%)** of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department's DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting DBE Participation.**

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.
2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.
3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.
4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R. Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.
6. If the Contractor is a certified DBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.
7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a

certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

#### H. Commercially Useful Function

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs 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 DBE 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 DBE 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 DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE 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 itself, for the project.
3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE 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 DBE.** The DBE 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 DBE 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 DBE firm.
5. **Lease of Equipment.** A DBE 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 DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE 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 DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE 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 DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE 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 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, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA 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 DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **DBE Regular Dealers.** DBE 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.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and then signed by the Contractor. 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 DBE goal.

8. **DBE Manufacturers.** DBE 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 DBE 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 DBE participation.

- I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs 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 DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE 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 DBE 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 DBE participation.

3. Providing interested DBEs 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 DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE 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 DBEs is not in itself sufficient reason for failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs 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 DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. 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 DBE, and it is not a sound basis for rejecting a prospective replacement DBE'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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE 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 DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE 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 DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
7. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. DBE Liaison Officer.** Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**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.** Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 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. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:
  - a. The names of DBE 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 DBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made and efforts taken in seeking out and utilizing DBEs 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 DBEs on the Contract.

- f. Records of all DBEs and non-DBEs 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 DBE 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 DBEs 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 or U.S. DOT, or both, and prosecution by the State Attorney General's Office or U.S. Department of Justice, or both.
- 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 Federal funding agencies.
- O. Prompt Payment to Subcontractors.** On Federal Aid Projects, 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 DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE 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.

## FEDERAL AID PROJECT ATTACHMENT 2

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

#### (23 CFR, PART 230, SUBPART A, APPENDIX A TO SUBPART A - SPECIAL PROVISIONS)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program on Federal and Federal Aid Highway construction contracts, except for those contracts awarded under 23 U.S.C. 117, and to the preparation and submission of reports pursuant thereto as per 23 CFR, Part 230, Subpart A, Appendix A to Subpart A - Special Provisions.

#### A. General

1. **Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to 23 USC 140, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in the Contract constitute the specific affirmative action requirements for project activities under this Contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
2. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
3. The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- B. Equal Employment Opportunity Policy.** The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.”

- C. Equal Employment Opportunity Officer.** The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active EEO contractor program and who must 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 recommended such action, or who are substantially involved in 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 compliance with the above agreement, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor's Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. **EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official 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 engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority and female employees.
2. Take the following actions 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 the Contractor's equal employment opportunity policy in areas 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, and/or other appropriate means.

#### E. Recruitment

1. When advertising for employees, include in all advertisements for employees the notation: "An Equal Opportunity Employer". Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force 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 female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group 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/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation 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. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

#### 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 race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

1. Conduct a project site inspection at the start of work, and periodically thereafter, 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 its obligations under this Contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

**G. Training and Promotion**

1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.
2. Advise employees and applicants for employment of available training programs and entrance requirements for each.
3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

**H. On-the-Job Training.** The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journey person status in the craft concerned by the end of the training period.

Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.

It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

At or after the preconstruction conference, and prior to the start of Work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor's training program shall include:

- a. Number of trainees or apprentices to be trained in all selected Training Positions,
- b. Standard Program Hours for all positions,
- c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- e. Training Guidelines for all positions, and
- f. Training that will be provided by the Contractor and provided by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journey people in the various crafts within a reasonable area of recruitment. Submit timely, revised Training Programs, as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

### 3. Assignment of Training to Subcontractors

In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

### 4. Reimbursement of the Contractor for Providing Training

The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

## I. Apprentice/Trainee Requirements of the Contract

The number of training positions will be **Zero (0)**, where feasible, consisting of at least **Zero (0)** APPRENTICES and **Zero (0)** TRAINEES. TRAINEE HOURS=**0**.

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the DCR/AA).

Where feasible, assign at least 50% of the training positions to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

### 1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.



Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyperson status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyperson status or in which he or she has been employed as a journeyperson. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum" (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor's records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyperson status upon completion of a training guideline and may complete up to three (3) different positions.

2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department

Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

At the start of training, provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.

Maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

Maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program

Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions as specified in 23 CFR 230, Appendix B to Subpart A of Part 230 if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

#### 4. Enforcement Measures and Contractor's Rating

Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journey person is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.

Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.

Failure of a Contractor to comply with the Training Special Provisions of the Contract, and as specified in 23 CFR Part 230, Appendix B to Subpart A of Part 230, may result in the actions as set forth as specified in Section 105.

**J. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.
2. Use maximum effort 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 race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.
4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities 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.

#### K. Subcontracting

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.
2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

#### L. Records and Reports

1. Maintain records necessary to determine compliance with the Contractor's equal employment opportunity requirements. Documents will include the following:
  - a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.

- b. 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 work force).
  - c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.
- 2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

## FEDERAL AID PROJECT ATTACHMENT 3

### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID PROJECTS

#### (MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

##### A. Employment Goals.

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority And Women Employment Goal Obligations For Construction Contractors and Subcontractors on Federal Aid Projects</b>		
<b>County</b>	<b>Minority Participation Percent</b>	<b>Women Participation Percent</b>
Atlantic	18.2	6.9
Bergen	22.6	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16.0	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	5.8	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

If a project is located in more than one county, the minority work hour goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

## **B. Reporting Requirements.**

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
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: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.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 the 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 data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## **FEDERAL AID PROJECT ATTACHMENT 4**

### **FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID PROJECTS**

#### **(AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)**

A. As used in these Specifications:

1. Covered area means the County or Counties in which the Project is located.
2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
4. Minority includes:
  - a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);
  - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.

F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. Where possible, assign

two or more women to each construction project. Specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.
- J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.



- M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

## FEDERAL AID PROJECT ATTACHMENT 5

### STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID PROJECTS

#### (N.J.S.A. 10:5-31 ET SEQ. (P.L.1975, C.127) N.J.A.C. 17:27-1.1 ET SEQ.)

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 Department 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 sub-contractor 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 Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - a. The Contractor or subcontractor shall interview the referred minority or women worker.
    - b. 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.
    - c. 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.
    - d. 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 Department and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the Department by the Department of LWD, Construction EEO Monitoring Program, through its web-site, 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 Department.

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 re-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.

It is the policy of the NJDOT that its contracts should create a work-force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT 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 NJDOT satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT 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: [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep specific records 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 NJDOT with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

## FEDERAL AID PROJECT ATTACHMENT 6

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID PROJECTS

The Contractor and subcontractors agree to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

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 shall 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 investigative 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 action 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 complaint 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 an investigation is a subcontractor's 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.
- 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.

In conjunction with the above requirements, the Contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the Contractor and subcontractors 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.

## FEDERAL AID PROJECT ATTACHMENT 7

### PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID 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 an individually identifying number, (e.g. the last four digits of the employee's social security number) 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 Copeland Act, as amended 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 the Department's CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed "Statement of Compliance".
- 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.
- E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b.** Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov). If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

# Federal Aid Attachment 8

FHWA-1273 -- Revised July 5, 2022

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO 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. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty 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 minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. 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 race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will 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.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its 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.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of 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 race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number 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 [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

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

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

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

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is



submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **FEDERAL AID ATTACHMENT 9**

### **STATE MANDATORY ADDENDUM TO FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED**

**ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA-1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.**

FHWA-1273 shall be read to include:

1. All references to “race, religion, sex, color, national origin, age or disability” shall be read to include “sexual orientation and gender identity”.
2. SECTION IV. DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal Aid highway, regardless of the location of the project in compliance with 23 USC 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal Aid construction contracts in excess of \$150,000 and all related subcontracts, supply contracts and vendor contracts “comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal Aid construction project.

## FEDERAL AID ATTACHMENT 10

### FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS

#### (AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, 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 a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## FEDERAL AID ATTACHMENT 11

### BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over \$100,000 shall require the following mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 11) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

# APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:		
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>			<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<b>Federal Use Only:</b>			<b>Authorized for Local Reproduction</b> Standard Form - LLL		



## Office of the Secretary of the Treasury

## Pt. 21, App. B

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - ULL-A

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX B**

## **FEDERAL PREVAILING WAGE RATES (DAVIS-BACON ACT)**

**NO TEXT THIS PAGE**

"General Decision Number: NJ20220001 09/09/2022

Superseded General Decision Number: NJ20210001

State: New Jersey

Construction Type: Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	05/20/2022
4	06/17/2022
5	08/05/2022
6	09/09/2022

BRNJ0002-002 05/01/2021

	Rates	Fringes
Bricklayer.....	\$ 45.20	33.26

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

-----  
BRNJ0002-003 05/01/2021

DOES NOT INCLUDE BUILDING CONSTRUCTION IN MERCER COUNTY - SEE  
SUNJ1993-001

	Rates	Fringes
Cement mason.....	\$ 45.20	33.26

Cement mason:  
Epoxy, acid and latex work: \$.50 per hour additional.

-----  
CARP0006-005 05/01/2022

	Rates	Fringes
Carpenter.....	\$ 53.30	58%

-----  
\* CARP0454-002 05/01/2022

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Piledriver.....	\$ 45.73	37.94

PAID HOLIDAYS:  
New Year's Day, Washington's Birthday, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day; provided that the worker works any of the three days  
in the five-day work week preceding the holiday and the  
first work day after the holiday.

-----  
CARP1556-002 05/01/2021

MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 49.00	48.27

Work on land pile driving, while handling and working with  
creosote and creosote-impregnated products: \$.25 per hour  
additional.

Work on hazardous/toxic/contaminated waste removal, on a  
hazardous/toxic/contaminated waste site, where the worker  
comes into contact with hazardous/toxic/contaminated waste  
material, and when A, B or C personal protective equipment  
is required and used for respiratory, skin or eye  
protection: 20% per hour additional.

-----  
ELEC0269-003 10/01/2017

BURLINGTON COUNTY (north of a line following the west and south  
limits of Burlington Borough from the Delaware River, in a  
southeasterly direction, to the Burlington - Mt. Holly road;  
then, south-southeast along the Burlington - Mt. Holly road to  
the town of Mt. Holly, includes Mt. Holly; then, east along the  
Pennsylvania Railroad to the town of New Lisbon, includes New  
Lisbon; then, continuing along the Pennsylvania Railroad to the  
Ocean County line); MERCER COUNTY:

	Rates	Fringes
Line construction: Continuous pipe-type underground oil-filled transmission conduit		

installations:

Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%

-----  
ELEC0269-004 07/06/2020

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
--	-------	---------

ELECTRICIAN

Cable Splicer.....	\$ 52.71	62.48%
Electrician.....	\$ 51.71	64.70%

-----  
ELEC0351-001 10/04/2021

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
--	-------	---------

Electricians:

Cable splicer on lead cable.	\$ 46.51	72.54% + .65
Electrician and cable splicer.....	\$ 50.19	77.04%+.55

-----  
ELEC0351-002 12/05/2021

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following



the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line);  
CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Line construction:		
Groundmen.....	\$ 28.05	56.69%+13.77
Heavy equipment operator....	\$ 40.80	56.69%+13.77
Lineman.....	\$ 51.00	56.69%+13.77

ELEC0400-001 05/30/2022

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Electrician & Cable Splicer.....	\$ 53.12	39.05

ELEC0400-002 05/30/2022

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Electrical installation equipment operators: Hole-digging equipment; truck with winch or pole, and steel hand; truck without winch; ground person.....	\$ 30.30	20.60
Equipment service person...	\$ 53.12	38.81
Line technician, cable splicer, x-ray technician, and equipment repair person.....	\$ 53.35	38.81
Line technician/welder.....	\$ 53.35	38.81
All other work:		
Ground person.....	\$ 37.35	27.17
Line technician, cable splicer, and equipment operator.....	\$ 53.35	38.81

Work with hazardous materials: 10% per hour additional.

-----  
ENGI0825-002 07/01/2021

Rates            Fringes

Power equipment operators:

GROUP 1.....	\$ 56.02	31.80
GROUP 2.....	\$ 54.43	31.80
GROUP 3.....	\$ 52.52	31.80
GROUP 4.....	\$ 50.89	31.80
GROUP 5.....	\$ 49.18	31.80
GROUP 6.....	\$ 42.84	27.25

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

""A"" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work; front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is ""outside material tower hoist"", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

### GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder

(motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

-----  
ENGI0825-004 07/01/2018

Rates      Fringes

Power equipment operators:

Steel erection:

GROUP 1.....	\$ 58.27	30.45
GROUP 2.....	\$ 57.27	30.45
GROUP 3.....	\$ 56.27	30.45
GROUP 4.....	\$ 53.77	30.45
GROUP 5.....	\$ 52.77	30.45
GROUP 6.....	\$ 51.77	30.45
GROUP 7.....	\$ 50.18	30.45

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

""A"" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console

type (not hand jack or pile load test type); side boom;  
straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

IRON0011-001 07/01/2021

MONMOUTH COUNTY; OCEAN COUNTY (north third of county):

	Rates	Fringes
--	-------	---------

Ironworkers:		
Reinforcing.....	\$ 44.14	46.72
Structural.....	\$ 46.44	46.72

IRON0399-001 07/01/2018

	Rates	Fringes
--	-------	---------

Ironworker.....	\$ 49.43	29.70
-----------------	----------	-------

IRON0399-008 07/01/2018

ATLANTIC COUNTY; BURLINGTON COUNTY (south and east of a line starting from the point on the Atlantic-Burlington county line where the Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to

the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAPE MAY COUNTY; CUMBERLAND COUNTY (east of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); OCEAN COUNTY (south third of county):

	Rates	Fringes
Ironworkers:		
HIGHWAY CONSTRUCTION:		
Fence and guardrail.....	\$ 47.98	29.70
Precast and structural.....	\$ 50.20	29.70
Reinforced concrete.....	\$ 49.20	29.70

LABO0172-001 03/01/2021

HIGHWAY CONSTRUCTION:

	Rates	Fringes
Laborers:		
Group 1.....	\$ 43.50	32.35
Group 2.....	\$ 44.20	32.35
Group 3.....	\$ 44.45	32.35
Group 4.....	\$ 48.00	32.35

Hazardous waste removal work:  
Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:  
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:  
Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer

(only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:

Blaster

LABO0172-003 03/01/2021

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES:

Rates	Fringes
-------	---------

Laborers:

HIGHWAY CONSTRUCTION:  
ASPHALT WORK:

GROUP 1.....	\$ 43.50	32.35
GROUP 2.....	\$ 44.20	32.35
GROUP 3.....	\$ 44.45	32.35
GROUP 4.....	\$ 48.00	32.35

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:



GROUP 1:  
Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:  
Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:  
Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:  
Blaster

-----  
PAIN0711-009 02/01/2022

	Rates	Fringes
--	-------	---------

Painters:		
Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses).....	\$ 57.23	32.85

-----  
PAIN0711-014 05/01/2015

	Rates	Fringes
--	-------	---------

Painters:

All other work:

Brush and roller.....	\$ 37.76	21.50
-----------------------	----------	-------

Spray.....	\$ 38.91	17.19
------------	----------	-------

-----  
PLAS0592-028 05/01/2022

ATLANTIC, CAPE MAY, CUMBERLAND AND OCEAN COUNTIES:

	Rates	Fringes
--	-------	---------

Cement mason.....	\$ 46.71	34.22
-------------------	----------	-------

-----  
PLAS0592-029 05/01/2022

BURLINGTON, MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
--	-------	---------

Cement mason.....	\$ 46.71	34.22
-------------------	----------	-------

-----  
PLAS0592-031 05/01/2022

CAMDEN, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
--	-------	---------

Cement mason.....	\$ 43.07	37.86
-------------------	----------	-------

-----  
TEAM0331-001 05/01/2020

ATLANTIC COUNTY:

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 2.....	\$ 39.45	22.535
--------------	----------	--------

GROUP 3.....	\$ 39.60	22.535
--------------	----------	--------

GROUP 4.....	\$ 39.80	22.535
--------------	----------	--------

GROUP 5.....	\$ 39.95	22.535
--------------	----------	--------

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site

where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:

Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

DEFINITION OF GROUPS:

GROUP 2:

Truck driver, dump truck driver, water truck driver, transit mix driver, pick-up truck driver, tank truck driver, track truck driver, agitator truck driver, concrete mobile unit driver, stringer bead truck driver, Ross carrier driver, warehouse forklift driver, A-frame truck driver, gin pole truck driver, form truck driver, driver for truck having self-loading/unloading attachment, vacuum truck/trailer driver

GROUP 3:

Tow truck driver

GROUP 4:

Trailer truck driver, winch truck driver, off-road dump truck driver, fuel truck driver, tractor trailer driver, asphalt oil distributor driver, off-road water truck driver

GROUP 5:

Mechanic

-----  
TEAM0469-002 05/01/2022

BURLINGTON COUNTY (east of a line drawn from the New Jersey Turnpike to the Delaware River); MERCER, MONMOUTH AND OCEAN COUNTIES:

Rates      Fringes

Truck drivers:

Group 1.....\$ 44.81      36.775

Group 2.....	\$ 44.86	36.775
Group 3.....	\$ 44.96	36.775
Group 4.....	\$ 45.06	36.775

#### Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

#### VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

#### DEFINITION OF GROUPS:

##### GROUP 1:

Drivers of the following type vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half truck, winch truck, side-0-matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, A-frame, all dual-purpose trucks, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel truck (driver of fuel truck, including handling of unit), skid truck (debris container - entire unit), concrete mobile truck (entire unit), expediter (parts chaser), beltcrete truck, pumpcrete truck, line truck, reel truck, wrecker, utility truck, tank truck; driver of the following type vehicles: Broyhill coal tar

epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pick-up, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, or similar type vehicles); on-site repair shop; team driver; vacuum or vac-all truck (entire unit)

GROUP 2:  
Driver of 3-axle trucks and floats

GROUP 3:  
Driver of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring tractor and wagon, dumptor, bottom, rear and side dump, carryall and scraper (not self-loading - loading over the top), water sprinkler, trailer, water pull and similar type of vehicle; driver of tractor and trailer-type vehicles; flat, float, I-beam, low bed, water sprinkler, bituminous transit mix, road oil, fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing pole spread, bituminous distributor, water pull (entire unit) (tractor trailer), reel trailer and similar type of vehicle

GROUP 4:  
Winch trailer driver

-----  
TEAM0676-001 05/01/2022

BURLINGTON COUNTY (west of a line drawn from the New Jersey Turnpike to the Delaware River); CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 40.00	30.16
GROUP 3.....	\$ 40.15	30.16
GROUP 4.....	\$ 40.35	30.16
GROUP 5.....	\$ 40.50	30.16

Hazardous waste removal work:  
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: \$1.00 per hour additional.

#### SHIFT WORK:

An owner mandated irregular shift starting any time other than between 6:00 am and 8:00 am to receive \$1.00 per hour, for each hour worked, in addition to the regular rate of pay.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

#### BEREAVEMENT PAY:

In case of a death in the worker's immediate family (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

#### DEFINITION OF GROUPS:

##### GROUP 2:

Dump truck driver; water truck driver; transit mix driver; pick-up truck driver; tank truck driver; track truck driver; agitator truck driver; concrete mobile unit driver; stringer bead truck driver; tack rig driver; Ross Carrier driver; warehouse forklift driver; A-frame truck driver; gin pole truck driver; form truck driver; driver for truck having self-loading/unloading attachment; vacuum truck

##### GROUP 3:

Tow truck driver

##### GROUP 4:

Trailer truck driver; winch truck driver; off-road dump truck driver; fuel truck driver; tractor trailer driver (any trailer driver); asphalt oil distributor driver; off-road water truck driver; vacuum tractor trailer

##### GROUP 5:

Mechanic

-----  
WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination



- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX C**

## **New Jersey Prevailing Wage Rates-Atlantic County**

**NO TEXT THIS PAGE**



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

### PREVAILING WAGE RATE DETERMINATION

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

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

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

#### Prevailing Wage Rate

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

**W** = Wage Rate per Hour

**B** = Fringe Benefit Rate per Hour\*

**T** = Total Rate per Hour

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

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

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

#### Apprentice Rate Schedule

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

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

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

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

## Comments/Notes

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

## Public Works Contractor Registration

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

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

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

## Snow Plowing

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

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

County - ATLANTIC

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

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

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

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 - ATLANTIC**

**Craft: Boilermaker**

**PREVAILING WAGE RATE**

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

**Craft: Boilermaker**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Boilermaker**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

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

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - ATLANTIC**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

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

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Carpenter**

**PREVAILING WAGE RATE**

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

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:3**

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**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - ATLANTIC**

the day after Thanksgiving.

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

**County - ATLANTIC**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

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

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Carpenter-Residential Construction**

**PREVAILING WAGE RATE**

	10/20/22
Foreman	W50.97 B11.58 T62.55
Journeyman	W44.32 B10.78 T55.10

**Craft: Carpenter-Residential Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.46			

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Carpenter-Residential Construction**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**RESIDENTIAL CONSTRUCTION:**

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See " Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**COMMENTS/NOTES**

\*\*\*See " Bricklayer, Stone Mason" Rates\*\*\*

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

**County - ATLANTIC**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

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

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - ATLANTIC**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - ATLANTIC**

**Craft: Diver**

**PREVAILING WAGE RATE**

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

**Craft: Diver**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	27.67	28.48	29.27	30.09						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Diver**

**COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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

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

**County - ATLANTIC**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

	09/21/22	11/01/22	05/01/23
Foreman	W54.88 B38.14 T93.02	W54.88 B39.64 T94.52	W56.98 B41.14 T98.12
Journeyman	W45.73 B38.14 T83.87	W45.73 B39.64 T85.37	W47.48 B41.14 T88.62

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	22.82	24.44	26.87	29.27						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Dockbuilder/Pile Driver**

**COMMENTS/NOTES**

Creosote Handling:

- May 1st to Sept. 30th: + \$0.50 above hourly rate
- Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous Material Work:

- On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

**FOREMAN REQUIREMENTS:**

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

**SHIFT WORK:**

- Shift work pertains to both land and water work.
- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.
- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.
- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

**OVERTIME:**

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

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

**County - ATLANTIC**

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

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

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

**County - ATLANTIC**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

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

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - ATLANTIC**

**Craft: Electrician**

**PREVAILING WAGE RATE**

	10/03/22
Asst. General Foreman	W62.10 B54.67 T116.77
Foreman	W57.96 B51.45 T109.41
General Foreman	W67.28 B58.70 T125.98
Journeyman, Cable Splicer	W51.75 B46.62 T98.37
Lead Foreman	W59.51 B52.66 T112.17
Working Foreman, Welder, Crane Operator (all types)	W54.34 B48.64 T102.98

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	16.30	20.70	23.40	27.63	31.87					
Benefits	7.89	9.14	9.90	11.11	12.31					

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 or more instruments or voice/data lines.
- All camera installations.

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

FOREMAN REQUIREMENTS (number of Electricians on site):

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

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

**County - ATLANTIC**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - ATLANTIC**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 2:3**

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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

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

**County - ATLANTIC**

**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 - ATLANTIC**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	10/03/22
Assistant General Foreman	W62.10 B54.59 T116.69
Foreman	W57.96 B51.33 T109.29
General Foreman	W67.28 B58.65 T125.93
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W25.88 B26.17 T52.05
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W36.23 B34.29 T70.52
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W43.99 B40.38 T84.37
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W20.70 B1.24 T21.94
Journeyman Lineman	W51.75 B46.46 T98.21
Lead Foreman	W59.51 B52.56 T112.07
Working Foreman	W54.34 B48.49 T102.83

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - ATLANTIC**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

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

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

**OVERTIME:**

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - ATLANTIC**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

**Craft: Electrician-Utility Work (North)**

**COMMENTS/NOTES**

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

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



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

**County - ATLANTIC**

**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	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

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

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

**County - ATLANTIC**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/22
Helper over 5 years	W44.46 B41.03 T85.49
Helper under 5 years	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W31.76 B39.38 T71.14

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma n	benefit	rate for	all	intervals				

**Ratio of Apprentices to Journeymen - \***

\* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed under the direction of a mechanic in wrecking old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

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

**County - ATLANTIC**

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

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

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

**County - ATLANTIC**

**Craft: Glazier**

**PREVAILING WAGE RATE**

	05/11/22
Foreman	W50.09 B35.61 T85.70
Journeyman	W46.09 B35.61 T81.70

**Craft: Glazier**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.16	22.19	25.78	28.81						
Benefits	19.16	21.14	22.65	14.81						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Glazier**

**COMMENTS/NOTES**

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

**FOREMAN REQUIREMENT:**

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

**OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$43.97/hr.

Double time = \$52.33/hr.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PREVAILING WAGE RATE DETERMINATION**

**County - ATLANTIC**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	07/01/22	07/01/23	07/01/24	07/01/25
Foreman	W53.40 B36.85 T90.25	W0.00 B0.00 T92.75	W0.00 B0.00 T95.50	W0.00 B0.00 T98.25
Journeyman	W51.90 B36.85 T88.75	W0.00 B0.00 T91.25	W0.00 B0.00 T94.00	W0.00 B0.00 T96.75

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	45%	55%	65%	75%	80%					
Benefit	33.60	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio = 1:4 on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company). There is no limit to the number of apprentices allowed on any one job, provided there is at least 1 journeyman on the job.

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- If there is only 1 Insulator on the job, he must be designated a Foreman.
- If there are 2 to 10 Insulators on the job, 1 must be designated a Foreman.
- If there are 11 or more Insulators on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Journeyman wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

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

**SHIFT DIFFERENTIALS**

- Shift work must run for a minimum of two (2) consecutive days and a minimum of two (2) shifts per day must be worked. Additionally, no less than two (2) employees may work on any one (1) shift. If these requirements are not met then shift work would not apply and the applicable overtime rate shall be paid.
- 1st Shift- Monday through Friday (7:00 AM- 3:00 PM).
- 2nd Shift- Monday through Friday (3:00 PM - 11:00 PM): additional 15% of the regular rate, inclusive of benefits.
- 3rd Shift- Monday through Friday (11:00 PM - 7:00 AM): additional 20% of the regular rate, inclusive of benefits.
- When a single night shift is established by the project owner for work not accessible during the day (due to the building being occupied), Monday through Friday, work performed during a second shift (3:00 PM-11:00 PM) shall be paid an additional 20% of the regular rate, inclusive of benefits, and work performed during a third shift (11:00 PM-7:00 AM) shall be paid an additional 25% of the regular rate, inclusive of benefits.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

**County - ATLANTIC**

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

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

**County - ATLANTIC**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	07/01/22	07/01/23	07/01/24	07/01/25
Foreman	W53.40 B36.85 T90.25	W0.00 B0.00 T92.75	W0.00 B0.00 T95.50	W0.00 B0.00 T98.25
Journeyman	W51.90 B36.85 T88.75	W0.00 B0.00 T91.25	W0.00 B0.00 T94.00	W0.00 B0.00 T96.75

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply only to the REMOVAL of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

**FOREMAN REQUIREMENTS:**

- If there is only 1 Asbestos Worker on the job, he must be designated an Abatement Foreman.
- If there are 2 to 10 Asbestos Workers on the job, 1 must be designated an Abatement Foreman.
- If there are 11 or more Asbestos Workers on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Abatement Mechanic wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

**MECHANIC-TO-APPRENTICE RATIO:**

- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

**OVERTIME:**

- Hours in excess of 8 per day, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

**County - ATLANTIC**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W62.23 B33.77 T96.00	W0.00 B0.00 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W64.73 B33.77 T98.50	W0.00 B0.00 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W57.23 B33.77 T91.00	W0.00 B0.00 T93.20	W0.00 B0.00 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - ATLANTIC**

paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

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

**County - ATLANTIC**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W50.97 B31.42 T82.39	W0.00 B0.00 T84.59	W0.00 B0.00 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W53.47 B31.42 T84.89	W0.00 B0.00 T87.09	W0.00 B0.00 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W45.97 B31.42 T77.39	W0.00 B0.00 T79.59	W0.00 B0.00 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

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 bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02 B31.07 T83.09	W0.00 B0.00 T85.29	W0.00 B0.00 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W54.52 B31.07 T85.59	W0.00 B0.00 T87.79	W0.00 B0.00 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W47.02 B31.07 T78.09	W0.00 B0.00 T80.29	W0.00 B0.00 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - ATLANTIC**

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 - ATLANTIC**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

	07/01/22
Foreman-Fence and Guardrail	W53.00 B35.64 T88.64
Foreman-Rod/Mesh	W58.12 B36.42 T94.54
Foreman-Structural	W59.27 B36.42 T95.69
Journeyman-Fence and Guardrail	W49.07 B35.64 T84.71
Journeyman-Rod/Mesh	W50.54 B36.42 T86.96
Journeyman-Structural	W51.54 B36.42 T87.96

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	63%	77%	86.5%							

**Ratio of Apprentices to Journeymen - \***

\* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

**Craft: Ironworker**

**COMMENTS/NOTES**

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

**SHIFT DIFFERENTIALS:**

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

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

**County - ATLANTIC**

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

- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$41.13.

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$39.96.

When wages are double, benefits = \$44.28.

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

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

County - ATLANTIC

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	08/09/22
Foreman	W41.38 B24.21 T65.59
Journeyman (Handler)	W36.78 B24.21 T60.99

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.07	25.75	29.42	33.10						
Benefit	22.06	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PREVAILING WAGE RATE DETERMINATION**

**County - ATLANTIC**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/19/22
Class A Journeyman	W36.50 B30.62 T67.12
Class B Journeyman	W35.75 B30.62 T66.37
Class C Journeyman	W30.39 B30.62 T61.01
Foreman	W41.06 B30.62 T71.68
General Foreman	W45.63 B30.62 T76.25

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**County - ATLANTIC**

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

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

**OVERTIME:**

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

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

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

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

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

**County - ATLANTIC**

**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%						
Benefits	22.38	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

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

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

**County - ATLANTIC**

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

**Craft: Laborer-Residential and Modular Construction**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

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

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

**\* SKILLED TRADESMAN-**

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

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

**MODULAR RESIDENTIAL CONSTRUCTION-** all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

**County - ATLANTIC**

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PREVAILING WAGE RATE DETERMINATION**

**County - ATLANTIC**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	06/20/22
Foreman	W62.42 B35.32 T97.74
Journeyman	W54.28 B32.80 T87.08

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	31% of	Appren	tice	Wage	Rate	for all	intervals	+ \$15.97		

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

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

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

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

**County - ATLANTIC**

**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 - ATLANTIC**

**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 - ATLANTIC**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	02/03/22
Apprentice (1st year)	W28.35 B13.80 T42.15
Apprentice (2nd year)	W32.35 B24.75 T57.10
Foreman (Charge Person)	W41.00 B25.53 T66.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W36.23 B25.53 T61.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W40.00 B25.53 T65.53

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - ATLANTIC**

**Craft: Paperhanger**

**PREVAILING WAGE RATE**

	05/18/22
Foreman	W51.90 B28.21 T80.11
Journeyman	W47.19 B28.21 T75.40

**Craft: Paperhanger**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	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 - ATLANTIC**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

See "Plumber" Rates

**Craft: Pipefitter**

**COMMENTS/NOTES**

\*\*\* See PLUMBER Rates\*\*\*

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

**County - ATLANTIC**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

\*\*\*See CEMENT MASON Rates\*\*\*

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

**County - ATLANTIC**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/11/22
Foreman	W52.32 B50.30 T102.62
Journeyman	W47.56 B50.30 T97.86

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	31.34	32.76	35.54	36.93	38.31	39.71	41.11	42.50	43.91	45.27

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

**OVERTIME:**

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

**County - ATLANTIC**

**Craft: Roofer**

**PREVAILING WAGE RATE**

	05/06/22
Foreman (5 workers or less)	W43.48 B33.87 T77.35
Foreman (6 workers or more)	W43.98 B33.87 T77.85
Journeyman	W41.48 B33.87 T75.35

**Craft: Roofer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	22.89	27.14	33.87	33.87						

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer**

**COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

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

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

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

**County - ATLANTIC**

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

	05/06/22
Foreman (3 workers or less)	W31.50 B22.10 T53.60
Foreman (4 workers or more)	W32.25 B22.10 T54.35
Helper	W15.63 B22.10 T37.73
Journeyman (shingle work)	W31.25 B22.10 T53.35

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							
Benefits	22.10	22.10	22.10							

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

OVERTIME:

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

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

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

**County - ATLANTIC**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	07/22/22
Foreman	W32.54 B24.35 T56.89
Journeyman	W30.54 B24.35 T54.89

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	23.79	23.84	23.88	23.93	23.97	24.02	24.07	24.12	24.16	24.25

**Ratio of Apprentices to Journeymen - 1:2**

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

**FOREMAN REQUIREMENTS:**

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

**OVERTIME:**

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

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



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

**County - ATLANTIC**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/01/22
Foreman	W58.08 B45.74 T103.82
Journeyman	W54.58 B45.74 T100.32

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	14.26	15.93	17.61	19.26	20.93	29.26	31.46	33.62	35.80	37.98

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).\*

\* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

.

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**JOB SITE FOREMAN REQUIREMENTS:**

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

**SHOP FOREMAN REQUIREMENTS (For custom fabrication):**

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

**OVERTIME:**

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

**County - ATLANTIC**

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

- Benefits on overtime hours are as follows:

Time and one-half = \$53.04.

Double-time = \$60.34.

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

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

**County - ATLANTIC**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	04/01/22
Foreman	W55.19 B32.40 T87.59
General Foreman	W57.44 B32.40 T89.84
Journeyman	W52.19 B32.40 T84.59

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.62	8.62	20.01	20.01	20.26	20.26	20.26	20.26	20.26	20.26

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he/she shall be designated a Foreman.
- On any job with 22 or more Sprinkler Fitters 1 shall be designated a General Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Friday.

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

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

**County - ATLANTIC**

**Craft: Tile Worker**

**PREVAILING WAGE RATE**

	06/06/22
Finisher	W42.80 B28.57 T71.37
Setter	W50.14 B34.05 T84.19

**Craft: Tile Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Worker**

**COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - ATLANTIC**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/12/22	05/01/23
Bucket, Seeding/Fertilizing/ Mulching trucks	W41.45 B24.64 T66.09	W42.45 B25.64 T68.09
Concrete mobile unit; Tack Spreader, Transit Mix trucks	W41.45 B24.64 T66.09	W42.45 B25.64 T68.09
Dump, Tank, Pick-up, Vacuum or Vac-All trucks	W41.45 B24.64 T66.09	W42.45 B25.64 T68.09
Helper on Straight 3-axle truck, Mechanic's helper	W41.25 B24.64 T65.89	W42.25 B25.64 T67.89
Mechanic	W41.95 B24.64 T66.59	W42.95 B25.64 T68.59
Shop Steward, Large Off-Road Dump Truck, Winch Truck	W41.90 B24.64 T66.54	W42.90 B25.64 T68.54
Straight 3-axle truck	W41.45 B24.64 T66.09	W42.45 B25.64 T68.09
Tow Truck	W41.60 B24.64 T66.24	W42.60 B25.64 T68.24
Tractor Trailer, Fuel, and Asphalt Oil Distributor Trucks	W41.80 B24.64 T66.44	W42.80 B25.64 T68.44
Water Truck	W41.80 B24.64 T66.44	W42.80 B25.64 T68.44

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 per hour.

**OVERTIME:**

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

**County - ATLANTIC**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

**County - ATLANTIC**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/12/22	05/01/23
Driver	W41.45 B24.64 T66.09	W42.45 B25.64 T68.09

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- All designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.  
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

**County - ATLANTIC**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

**Craft: Welder**

**COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .



**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX D**

## **New Jersey Prevailing Wage Rates-Statewide**

**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:**

**07/01/2022**

Rate	Fringe	Total
55.63	36.65	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.63	36.65	92.28

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled  
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.38	36.65	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
47.80	36.65	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman



TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS      Rates Expiration Date :

Effective Dates:

**07/01/2022**

Rate	Fringe	Total
57.96	36.65	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.09	36.65	88.74

**CLASSIFICATIONS:**

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.09	36.65	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including  
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and  
maintenance)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.04	36.65	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
63.72	36.65	100.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
62.72	36.65	99.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to  
139 ft.

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.22	36.65	95.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
61.72	36.65	98.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
58.22	36.65	94.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
60.85	36.65	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

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

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

Effective Dates:

**07/01/2022**

Rate	Fringe	Total
56.79	36.65	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console  
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier



**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
54.13	36.65	90.78

**CLASSIFICATIONS:**

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.60	36.65	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.84	36.65	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
58.41	36.65	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
47.80	36.65	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.55	36.65	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
65.74	36.65	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
64.08	36.65	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
61.24	36.65	97.89

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.58	36.65	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY  
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

**07/01/2022**

Rate	Fringe	Total
61.24	36.65	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

**TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.38	36.65	87.03

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

**TERRITORY**  
**ENTIRE STATE**

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

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)



**DRILL FOR GROUND WATER SUPPLY**     **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.97	36.65	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
49.13	36.65	85.78

**CLASSIFICATIONS:**

Driller's Helper

**OPERATING ENGINEERS MARINE-DREDGING**     **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

**CLASSIFICATIONS:**

Crane Operator

**TERRITORY**  
**ENTIRE STATE**

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

**MICROSURFACING/SLURRY SEAL**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

**SHIFT DIFFERENTIALS:**

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

**OVERTIME:**

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**     **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Screedman

**ASPHALT LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

**CLASSIFICATIONS:**

Foreman



**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**

**Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

TERRITORYNEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATEPREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH

Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

- SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
  - When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
  - Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
  - Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

- Hazardous Waste Work:
- where Level A, B, or C protection is required: + \$5.00/hr
  - other Hazardous Waste site: + \$1.00/hr
- Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

- CLASSIFICATIONS:
- basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman
- Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

- CLASSIFICATIONS:
- wagon drill or drill master helper; powder carrier; magazine tender; signal man

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

**PIPELINE - MAINLINE TRANSMISSION**      **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

**NOTES:**

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

**OVERTIME:**

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

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

**Effective Dates:**

**06/01/2022**

Rate	Fringe	Total
55.34	34.65	89.99

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

06/01/2022

Rate	Fringe	Total
55.34	34.65	89.99

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

06/01/2022

Rate	Fringe	Total
33.84	24.27	58.11

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**      **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

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

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper



**ASPHALT LABORERS- NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

**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 be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**     **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
65.28	53.00	118.28

**CLASSIFICATIONS:**

General Foreman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
58.14	48.74	106.88

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
55.08	46.90	101.98

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Welder



**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
40.80	38.24	79.04

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
35.70	35.33	71.03

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
33.15	33.82	66.97

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
30.60	32.30	62.90

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
28.05	30.77	58.82

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

**CLASSIFICATIONS:**

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
71.78	34.88	106.66	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.43	34.88	105.31	108.64

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.20	34.88	105.08	108.41

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (301)  
NJDOT Job No. 5503311

# **APPENDIX E**

**NJDOT Monthly Employment Utilization CC-257R  
Electronic Reporting Instructions**

**NO TEXT THIS PAGE**



## New Jersey Department of Transportation

### Division of Civil Rights & Affirmative Action

#### Monthly Employment Utilization CC-257R Electronic Reporting Information

Reporting of workforce information via Form CC-257R is now available on the internet through the New Jersey portal at <https://www.nj.gov>

To access this application, you need: **1)** to be registered with the New Jersey Portal (My NewJersey); and **2)** to receive an authorization code (via email) that will provide you with the link to the application.

#### **If you already have a portal account, DO NOT register again.**

The instructions below explain the registration process for a portal account. Please follow these instructions carefully.

#### **New Jersey Portal Registration Instructions**

*If you have already registered on the New Jersey portal and need to enter an Authorization Code for a new application, go to <https://www.nj.gov> and follow the instructions beginning at Step 7 below.*

1. Open an Internet browser and type <https://www.nj.gov> in the address box and press <Enter>
2. At the top left (under the "Home" tab) are the "Login" and "Register" boxes for the portal
3. Click on "[Register](#)"
4. In the dialog box entitled "Create Your My New Jersey Account," enter a Logon ID and Password of your choosing and the rest of the requested information. Be sure to include a challenge question and valid email address in case you forget your password. (This is the account your Portal password will be sent to if you forget it. You will not be able to get into the application if you do not log onto the Portal)
5. Now that you have created your account, logout. The next step is to verify the existence of your new account.
6. Log in your account using your newly created Logon ID and Password.

#### **Activating Authorization Code**

Authorization codes will be sent via email under separate cover, after you have emailed the following to [trnsport@dot.nj.gov](mailto:trnsport@dot.nj.gov):

1. Company Name
2. Email Address for company Official or CEO
3. Company's Federal Identification Number
4. Contact Person's Name (this should be the person who registered the account and will be logging on and supplying the requested employment data)
5. Contact Person's email address



## **Monthly Employment Utilization CC-257R Electronic Reporting Instructions - continued**

Once you receive the code, follow the instructions below to access the CC-257R reporting program.

6. Once logged into the Portal, select “Enter Authorization Code.”
7. Follow the instructions carefully. Type the code in the text box labeled, “Enter your authorization code” and click the “Finished” button. Note that the code is case sensitive.
8. The system will log you out.
9. Log into your account. Your new application will have a link under the NJDOT heading.

### **Please Note**

1. Federal Executive Order 11246 requires workforce reporting to be completed monthly by both prime and subcontractors.
2. The prime contractor submits a report for its total workforce and is responsible for ensuring that its subcontractors submit their respective reports.
3. These reports are to be submitted by the 10th day of each month during the term of the contract, and include the total work hours for each employee classification in each trade in the covered area for the monthly reporting period.
4. The state job number (CE#) specific to the project is the unique identifier needed for reporting, and inserted in the Job Number field.
5. Each report should be based on a calendar month, starting on the 1<sup>st</sup>, and ending on the last day of the month being reported.

### **Also Note:**

1. Under no circumstances should you give your authorization code to another user. This code has been personalized for your particular need.
2. Questions concerning the workforce report should be directed to the NJDOT, Division of Civil Rights/Affirmative Action at (609) 963-2047.
3. Questions concerning the request for authorization code should be directed to NJDOT's AASHTOWare Support Staff - Ryan DelGrande at (609) 963-1868.
4. For problems with system errors, please contact Marc Dorsch at (609) 963-2425.

# APPENDIX F

## ADA LINKS

- DOJ's 2010 ADA Standards
  - [https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)
- NJDOT STANDARD CONSTRUCTION DETAILS – ROADWAY 2
  - CD-606-1; CD-606-2; CD-606-3; CD-606-4
  - <https://www.state.nj.us/transportation/eng/CADD/v8/>

**NO TEXT THIS PAGE**

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX G**

## **Advisory Notice to All Bidders**

**NO TEXT THIS PAGE**

# **ADVISORY NOTICE TO ALL BIDDERS**

## **TOPIC: CIVIL RIGHTS GOAL REQUIREMENTS**

***Federal - Disadvantaged Business Enterprise (DBE) /***

***Emerging Small Business Enterprise (ESBE) and***

***State - Small Business Enterprise (SBE) Goals***

***The following guidance is provided to help insure your bid is not rejected for being non-responsive and/or not responsible due to State and Federal Civil Rights Goal Requirements.***

***If the project you will be bidding on has a Federal DBE / ESBE or State SBE Goal, please make note of the following:***

- ✓ ***DBE/SBE/ESBE Utilization/Participation Plan and ALL Commitment Forms Must Be Submitted by all Bidders within Five (5) days after bid opening.***
- ✓ ***Be sure to include ALL required forms and documentation as follows:***
  - ***CR-266 “Schedule of DBE/ESBE/SBE Participation”***
  - ***CR-273 “Confirmation of DBE/ESBE/SBE Firm”***
  - ***CR-272 “DBE/ESBE/SBE Regular Dealer/Supplier Verification” – if applicable***
  - ***CR-274 “DBE/ESBE/SBE Trucking Verification” – if applicable***
- ✓ ***Make sure that all required forms are PROPERLY, ACCURATELY and FULLY COMPLETED***

***Please note that the following, common errors can cause a bid to be rejected:***

- Bidder fails to sign the CR-266;
- Bidder fails to submit **COMPLETED** and **SIGNED** CR-273 confirming agreement for each DBE/ESBE/SBE firm listed on the CR-266
- Not verifying and confirming the proper NAICS Code(s) in the NJUCP directory for the classification of work the DBE is certified for, and committed to perform;
- Bidder completes and signs the CR-273 for the DBE/ESBE/SBE subcontractor;
- Failing to identify the correct item numbers, work descriptions and NAICS codes on the CR-266 and CR-273;
- Bidder fails to submit a **COMPLETED** and **SIGNED** CR-272 (Dealer/Supplier Verification) and/or CR-274 (Trucking Verification) from each DBE/ESBE/SBE dealer/supplier or trucker listed on the CR-266 – when applicable;
- Item Numbers and Contract Amounts on CR-266 and CR-273 don't correspond or match;
- DBE/SBE subcontractor listed on the CR-266 is not in good standing (i.e., not currently certified as a DBE or registered as a SBE);
- Identifying SBE subcontractors on the CR-266 for a Federally funded, DBE goal project and vice-versa; and

- Failure to submit adequate documentation to support Good Faith Efforts (GFE) when the DBE/ESBE/SBE goal is not met.

If you have any questions or need clarification concerning the above forms, please contact the Division of Civil Rights/Affirmative Action's Contractor Compliance Unit at 609-963-2047 or by email at [DOT-CR.Verifications@dot.nj.gov](mailto:DOT-CR.Verifications@dot.nj.gov).

**All serious bidders should submit DBE/ESBE/SBE Participation Plan/Commitment Forms. It is in the best interest of the New Jersey Department of Transportation as well as the contracting community.**

**NOTE: If the apparent low bidder fails to meet the DBE/ESBE/SBE Goal and does not provide adequate documentation of its Good Faith Efforts, the NJDOT may go to the next lowest and responsive and responsible bidder.**

# **APPENDIX H**

**Atlantic City Electric House Raising/Demolition  
Application (for Pole Removal)**





An Exelon Company

## House Raising/Demolition Application

*Please complete the following application for all house raisings and demolitions.*

**House Raising or Demolition** \_\_\_\_\_

**Plans to reinstate service:**                      Yes                      No

(If you plan to reinstate service please note we will require a new application for service/meter location)

**Address of property:** \_\_\_\_\_

\_\_\_\_\_

**Meter Number:** \_\_\_\_\_

**Requested date of disconnect:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Due to weather and emergencies, work may take up to 10 days to complete.*

**Owner's Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Telephone Number:** \_\_\_\_\_

**Release letter sent to the following**

*(this will be needed for your demolition permits through the City/Township):*

**Fax number:** \_\_\_\_\_

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

**Email Address:** \_\_\_\_\_

**Please fax the completed application to 609-645-4788 or email to**

**[NewBusinessPleasantville@AtlanticCityElectric.com](mailto:NewBusinessPleasantville@AtlanticCityElectric.com)**

If you have any questions, please contact the New Business Department:

Atlantic City Electric  
2542 Fire Road  
Egg Harbor Twp., NJ 08234  
609-645-4667

**LIGHTHOUSE DISTRICT STREETSCAPE  
IMPROVEMENT PROGRAM**  
2016 TRANSPORTATION ALTERNATIVES PROGRAM  
Federal Project No. TAP-0638 (304)  
NJDOT Job No. 5503313

# **APPENDIX I**

**Cape-Atlantic Conservation District  
Certification - Soil Erosion and Sediment  
Control Plan**

March 2, 2022

Matthew Doran, City Engineer  
City of Brigantine  
1417 W. Brigantine Avenue  
Brigantine, NJ 08203

RE: CERTIFICATION – SOIL EROSION AND SEDIMENT CONTROL PLAN  
APPLICATION NO. 107-22  
PROJECT NAME: Lighthouse District Streetscape Improvements  
BLOCK(S): N/A LOT(S): N/A MUNICIPALITY: Brigantine  
LOCATION: Brigantine Blvd. (Lighthouse Circle to 30<sup>th</sup> Street)  
PLANS PREPARED BY: Greenman-Pedersen, Inc.  
DATE: 2/24/22 LAST REVISED DATE: ---

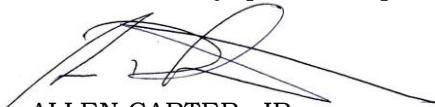
Pursuant to the New Jersey Soil Erosion and Sediment Control Act; N.J.S.A. 4:24-39 et seq. the Cape Atlantic Conservation District has reviewed the erosion control application and hereby grants certification of the soil erosion and sediment control plan for the above referenced project subject to the following:

1. That the applicant carries out all land disturbance activities in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, promulgated by the State Soil Conservation Committee. A copy of the Erosion Control Plan must be on site.
2. The owner/applicant must obtain a District issued Report of Compliance prior to the issuance of any Certificates of Occupancy by the municipality. **Requests for Certificates of Compliance must be made Five (5) working days in advance.**
3. Revisions to the certified plan relating to, or that will affect land disturbance on the site, must be submitted to the District office for certification.
4. Any conveyance of the project (or portion thereof) prior to its completion will transfer full responsibility for compliance to subsequent owner(s). The District must be notified in writing of any change of ownership.
5. This approval is limited to the soil erosion and sedimentation controls specified in this plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.
6. This Certification is valid for three and one-half years and will **expire on 8/30/2025.**

The District requires written notification at least 48 hours in advance of any land disturbance activity **(use enclosed Start of Construction postcard).**

Failure to comply with the above conditions may result in the issuance of a **STOP CONSTRUCTION ORDER.**

If there are any questions, please feel free to call our office.



ALLEN CARTER, JR.,  
Chairman

cc: Richard Stevens, Construction Official  
Brian Mausert, Planner

## NOTICE OF START OF LAND DISTURBANCE

Job Supervisor:\_\_\_\_\_ Phone#:\_\_\_\_\_

Co. Name:\_\_\_\_\_ Fax#:\_\_\_\_\_

Address:\_\_\_\_\_ Cell#:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_

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

Municipality:\_\_\_\_\_

District Application#:\_\_\_\_\_

Last Revised Date of Plans:\_\_\_\_\_

This will serve as the required 48 hour notice as to the start of the above mentioned project. This project will start on:\_\_\_\_\_

**Failure to notify this office of start of construction will result in the issuance of a violation notice and/or a stop work order.**

**Please mail your completed form to:**

**Cape Atlantic Conservation District  
6260 Old Harding Highway  
Mays Landing, NJ 08330**

**Or**

**Fax (609) 625-7360**

**Or**

**Email: [MarieRogowski@capeatlantic.org](mailto:MarieRogowski@capeatlantic.org)**