

**TECHNICAL SPECIFICATIONS FOR:**  
**CCTV EVALUATION OF STORM SEWERS**

**FILE NO.: SCE-R13058.011**

**BOROUGH OF NETCONG, COUNTY OF SUSSEX, STATE OF NEW JERSEY**

**BOROUGH OF NETCONG**

**AUGUST 2023**

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NJPE LICENSE #24GE05322100

08/23/2023  
DATE

**DAREN J. PHIL, PE**  
NJPE LICENSE #24GE03619100

08/23/2023  
DATE

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# Borough of Netcong

23 MAPLE AVENUE  
NETCONG, NEW JERSEY 07857  
TEL 973-347-0252 FAX 973-347-3020

## NOTICE TO BIDDERS

Sealed bids will be received by the Netcong Borough Administrator until **September 19, 2023** at **11:00am** prevailing time at the offices of the Borough, located at the Borough of Netcong Municipal Building, 23 Maple Avenue, New Jersey 07857 at which time and place bids will be opened and read in public for:

### CCTV EVALUATION OF STORM SEWERS

The work will include but is not limited to, the cleaning and televising of approximately three thousand linear feet (3,000 LF) of storm sewer piping and drainage structures within the Borough of Netcong. The work will also include temporary traffic control, coordination of uniformed police traffic, and disposal of removed materials. Pipe diameters may range in size from eight inches to 36 inches. The Contractor will be responsible to coordinate and obtain all access permits required to occupy Rights-Of-Way, in addition to access coordination with property owners before and after required activities. The Contractor shall be responsible for providing all labor, supervision, trade skills, materials, and equipment required for this project as described in the Construction Documents. The Contract will allow **60** calendar days for completion of the work from the notice to proceed.

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "**CCTV Evaluation of Storm Sewers**" on the outside, and addressed to Ralph Blakeslee, Borough Administrator, at the address above. A certified check or cashier's check made payable to the order of the Borough of Netcong, or a duly executed Bid Bond, in the amount of ten percent (10%) of each bid, but in no case in excess of \$20,000.00 must be deposited by the Bidder together with a Surety Consent evidencing that They can obtain the required Performance Bond. All applicable surety bonds required in connection with the advertisement and award of building contracts or sub agreements must be written by a surety company listed on the Federal Treasury List (Department Circular 570 – Surety Companies Acceptable on Federal bonds), incorporated herein by reference. Copies of this document may be obtained from the Department.

All necessary bid specifications and bid forms may be secured on or after **August 24, 2023**, on the Borough website. Any Bid Addenda will be issued on the Borough website and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

The Proposal must be accompanied by a Non-Collusion Affidavit, a Corporate Disclosure Statement, and a Stockholders Certificate.

The Proposal must also be accompanied by a Certificate from a Surety Company guaranteeing that the successful respondent will furnish performance and payment (labor and materials) bonds, each in a sum not less than 100% of the total price for the complete Proposal, if awarded, with an approved surety company authorized to do business in the State of New Jersey and acceptable to the Borough.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

This Proposal is being solicited through a fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.

This project is subject to both Davis Bacon wage rate requirements and New Jersey Prevailing wage rate requirements. The contractor shall utilize the higher of the two rates in each and every category of work on the project.

This project is expected to be funded in part by New Jersey Department of Environmental Protection (NJDEP) and New Jersey Environmental Infrastructure Trust (NJEIT). Neither the State of New Jersey, the NJEIT nor any of their departments, agencies or employees is, or will be, a party to this contract or subcontract. This contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3,-4,-5,-9 and -10. All federal prevailing wage regulations as well as the Federal Labor Standards Provisions will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises are encouraged to submit bids. Bids for proposals in excess of \$100,000 must be accompanied by a written Affirmative Action Plan. Bidders are required to comply with the requirements of P.L. 1975, c. 127.

In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-3.17(a)24 and 4.17(a)24, the Contractor (subcontractor) shall comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SEDs). The successful bidder for the project shall commit to the use of small business concerns owned and controlled by SEDs with a goal of ten percent (10%) of the work value under the contract. All contractors, including SED contractors, shall submit their own SED Utilization Plan to the NJDEP OEOPCA, with a copy to the Owner, within thirty (30) days of the contract award. The contractor's plan shall contain provisions to meet the specific SED Utilization requirements of the contract. The contractor's plan shall outline the entire project or contract work, the estimated time to complete the work, each significant segment of work on which SEDs will or may participate and a description of how SEDs will be contacted. The Contractor shall submit SED Participation Monthly Progress Reports (Form OEO-003) to the Project Compliance Officer and shall submit SED Participation Building Phase Quarterly Reports (Form OEO-002) to the Project Compliance Officer and to the OEOPCA, in accordance with N.J.A.C. 7:22-9.12.

The vendor shall maintain all documentation related to products, transactions, or services under this 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.

Ralph Blakeslee, Borough Administrator  
Borough of Netcong

## GENERAL INSTRUCTIONS

### 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
  - (1) Addressed to the Borough Administrator
  - (2) Bearing the name and address of the bidder on the outside
  - (3) Clearly marked "**CCTV Evaluation of Storm Sewers**" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- C. It is the bidder's responsibility to see that bids are presented to the Borough Administrator on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The Borough reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
  - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted  
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Requests for Bid packages are available to prospective bidders from the Borough of Netcong at a cost of. All addenda are posted on the Borough's website and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Borough of Netcong is not responsible for third party supplied specifications.

### 2. BID SECURITY

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

A. ☒ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to N.J.S.A. 40A:11-21. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☒ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Borough stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid.

C. ☒ **PERFORMANCE BOND**

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. ☒ **LABOR AND MATERIAL (PAYMENT) BOND**

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

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. ☐ **MAINTENANCE BOND**

Upon acceptance of the work by the Borough, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

### 3. **PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)**

- A. (1) The Borough of Netcong is exempt from any local, state or federal sales, use or excise tax. The Borough of Netcong will not pay for New Jersey State Sales and Use Tax that are included in any invoices. The Borough of Netcong will not pay service charges such as interest and late fees.
- (2) The Borough of Netcong will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids shall be **signed in ink** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. **Estimated Quantities** (Open-End Contracts, Purchase as Needed) The Borough has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Borough. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.*

### 4. **FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB Borough of Netcong locations. No price escalation. The vendor shall void the contract and permit the Borough of Netcong to solicit open market pricing should any price increase or surcharge be imposed.

### 5. **INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Borough Administrator. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at [jmeehan@netcong.org](mailto:jmeehan@netcong.org). In order to be given consideration, written requests for interpretation and or clarification must be received at last ten (10) business days prior to the date fixed for the opening of the bids.



- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The Borough's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

E. Discrepancies in Bids

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

**6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

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

**7. METHOD OF CONTRACT AWARD**

- A. The Borough reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Borough to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

- B. The Borough further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Borough may also elect to award the contract on the basis of unit prices.
- D. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the Borough to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

## **8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced; or
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

- 9. ☒ NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.** Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [https://www.nj.gov/labor/wagehour/wagerate/wage\\_rates.html](https://www.nj.gov/labor/wagehour/wagerate/wage_rates.html).

- 10. ☒ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT—N.J.S.A. 34:11-56.48 et seq.** N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub- subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at [https://www.nj.gov/labor/wagehour/regperm/pw\\_cont\\_reg.html](https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

*Effective May 1, 2019* a [Supplement](#) to the PWCR application must be completed for all new and renewal applications. The Supplement pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law.

**11. ☒ NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**

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

**12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

**1. Goods, Professional Services and Service Contracts**

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**2. Construction Contracts**

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) ) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

**14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

**15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

**16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

**17. INSURANCE AND INDEMNIFICATION**

The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the Borough of Netcong with insurance companies licensed to provide insurance in the State of New Jersey. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

Insurance shall be evidenced by Certificates and/or Policies as determined by the Borough. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Administrator, Borough of Netcong, by registered mail, return receipt requested and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Borough, prior to the commencement of the project.

**All Certificates of Insurance shall state that the Borough of Netcong, and their professionals, their successors, officers, agents, employees, and servants as additional insureds for this Contract. If the Certificate-of-Insurance includes a provision which require that the policy be endorsed to name additional insured parties or any other provisions of the insurance requirements, the appropriate endorsements must be included with the insurance certificate.**

**A. Insurance Requirements**

**Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$500,000.00

**General Liability Insurance**

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors

- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

#### **Automobile Liability Insurance**

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverages.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

#### **Additional Insurance Requirements**

All policies and Certificates of Insurance shall be approved by the Borough of Netcong, Risk Manager prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the Borough of Netcong, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above-described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the Borough of Netcong including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the Borough of Netcong harmless from any loss or damage to all materials, equipment and machinery involved under this contract.
- All Certificates of Insurance shall state that the Borough of Netcong, and their professionals, their successors, officers, agents, employees, and servants are carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 & CG20370704 attached or their equivalent as determined solely by the Borough of Netcong Risk Manager.

#### **B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

### **C. Indemnification**

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

The Borough of Netcong will not accept Mutual Limitation of Liability terms.

#### **18. PAYMENT**

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough of Netcong Mayor and Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

#### **19. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. The Borough of Netcong will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

#### **20. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)**

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

#### **21. TERMINATION**

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Borough of Netcong will pay for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the

purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- D. In case of default by the contractor, the Borough may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Borough.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- H. The Borough may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Borough is conditioned upon the availability of Borough of Netcong funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Borough at the end of any particular fiscal year may terminate such services. The Borough will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- I. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Borough of Netcong by notice to the parties.

## **22. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.



In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**23. ADDITIONS/DELETIONS OF SERVICE**

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

**24.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**25.** Bidders shall not write in margins or alter the official content or requirements of the Borough bid documents.

**26. SPECIFICATIONS**

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

**27. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

**28. TRUTH IN CONTRACTING LAW**

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

**29. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, Borough of Netcong ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid

Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

#### **30. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **31. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Finance prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

#### **32. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

**33. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Borough may solicit the goods and/or services from any bidder on this contract.

**34.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**35.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**36. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

N.J.S.A. 52:3255 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Borough is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

**37. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

N.J.S.A. 52:32-60.1 any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus.

**38. ENVIRONMENTAL MAINTENANCE BOND**

This Contract is funded in part by New Jersey Environmental Infrastructure Financing Program and the Contractor shall supply an Environmental Maintenance Bond in accordance with subsection 151.03.04

**39. SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY ECONOMICALLY DISADVANTAGED INDIVIDUALS (SEDs)**

This Contract is funded in part by New Jersey Environmental Infrastructure Financing Program and the successful bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises **AND** owned and controlled by socially and economically disadvantaged individuals (SEDs). In accordance with the provisions of N.J.S.A. 58:11-26, N.J.A.C. 7:22-3.17(a) 24 and 4.17(a)24, the Contractor (and Subcontractors) shall comply with all the provisions of N.J.A.C. 7:22-9.

In accordance with the provisions of N.J.A.C. 7:22-3.17(a) 24 and 7:22-4.17(a) or 7:22-6.17(a) 24, the Borough of Netcong has submitted a SED Utilization Plan to the NJDEP Office of Equal Opportunity and Public Contract Assistance (NJDEP OEOPCA) in which the Borough of Netcong commits to award no less than ten percent (10%) of the total amount of all

contracts related to the project to small business enterprises owned and controlled by SEDs. In conformity with N.J.A.C. 7:22-3.17, the Contractor shall submit its own SED Utilization Plan to the NJDEP OEOPCA, with a copy to the Borough of Netcong, within thirty (30) days of the Contract award indicating how its goal will be achieved by the Contractor for the duration of the Project, in accordance with N.J.A.C. 7:22-3.17 and 7:22-9, et seq.

40. **SUPPLEMENTAL CONSTRUCTION REQUIREMENTS**

Supplemental construction requirements and construction permit information is provided in Attachment 10 for the Contractor's use and information for compliance with the requirements for State Assisted Environmental Infrastructure Facilities projects and in order to prepare and obtain the necessary construction permits. In the event that there is any discrepancy, the supplemental construction requirements shall prevail.

41. **AMERICAN IRON AND STEEL REQUIREMENTS**

Implementation of American Iron and Steel Provisions of P.L. 113-76 is provided in Attachment 16 for the Contractor's use and information for compliance with these requirements.

42. Representatives of the New Jersey Department of Environmental Protection must be present at the Preconstruction Conference, Progress/Coordination Conferences, and Final Environmental Inspection.

43. The requirements outlined in statutes LPC (N.J.S.A.) 40A11-, N.J.A.C. 7:22-, and 7:14-2, applicable to the bidding and contractual process, shall take precedence to any conflicting requirements of the bid documents. Language regarding these statutes can be found in Attachment 9.

## **SPECIFICATIONS**

### **1. SCOPE OF SERVICES**

#### **1.1. Objectives**

The work will include, but is not limited to, the cleaning and televising of approximately three thousand linear feet (3,000 LF) of storm sewer piping and drainage structures within the Borough of Netcong. The work will also include temporary traffic control, coordination of uniformed police traffic, and disposal of removed materials. Pipe diameters may range in size from eight inches to 36 inches. The Contractor will be responsible to coordinate and obtain all access permits required to occupy Rights-Of-Way, in addition to access coordination with property owners before and after required activities. The Contractor shall be responsible for providing all labor, supervision, trade skills, materials, and equipment required for this project as described in the Construction Documents. The Contract will allow **60** calendar days for completion of the work from the notice to proceed.

### **2. SPECIFICATIONS:**

#### **3.1 Protection of Public, Work and Property**

The successful Bidder shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by his operations during performance of the Work. The successful Bidder shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, county and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards and protection of the workmen and the public. This requirement will apply continuously 24 hours a day and shall not be limited to normal working hours. The successful Bidder shall return any area disturbed to the original or better condition subject to the approval of the Borough, the tenant and the property owner.

#### **3.2 Measurement and Scope of Payment**

The Borough will measure quantities as specified in the individual Measurement and Payment sections for each item outlined on the Bid Proposal Page. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

**BOROUGH OF NETCONG**

## ***EXCEPTIONS***

*For each exception, the bidder must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.*

**(IF NONE SO STATE)**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**USE ADDITIONAL SHEET IF NECESSARY**

**REQUEST FOR BIDS  
CCTV EVALUATION OF STORM SEWERS  
BOROUGH OF NETCONG**

**CONTACT PERSON:** Ralph Blakeslee, Borough Administrator  
Borough of Netcong Municipal Building  
23 Maple Avenue, Netcong, NJ 07857  
Phone: (973) 347-0252  
Fax: (973) 347-3020

**BID SUBMISSION DEADLINE:** September 19, 2023 at 11:00am

**RESPONDING COMPANY NAME:** \_\_\_\_\_

**COMPANY CITY/TOWN:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**BACKGROUND**

The work will include, but is not limited to, the cleaning and televising of approximately three thousand linear feet (3,000 LF) of storm sewer piping and drainage structures within the Borough of Netcong. The work will also include temporary traffic control, coordination of uniformed police traffic, and disposal of removed materials. Pipe diameters may range in size from eight inches to 36-inches. The Contractor will be responsible to coordinate and obtain all access permits required to occupy Rights-Of-Way, in addition to access coordination with property owners before and after required activities. The Contractor shall be responsible for providing all labor, supervision, trade skills, materials, and equipment required for this project as described in the Construction Documents. The Contract will allow 60 calendar days for completion of the work from the notice to proceed.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent 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 Respondent)

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

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

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

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



**BEFORE YOU SUBMIT YOUR PROPOSAL BE SURE TO CHECK (initial each box):**

1. That the Proposal is signed by the President, Vice President, or Authorized Representative.
2. That the following required documents are properly executed and included as directed.

**DOCUMENT CHECKLIST**

**Bidder  
Initial  
Each Box**

<input checked="" type="checkbox"/>	Proposal Form – signed	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form - sign	
<input checked="" type="checkbox"/>	Bidders Affidavit– sign	
<input checked="" type="checkbox"/>	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond)	
<input checked="" type="checkbox"/>	Consent of Surety	
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure - sign and notarize	
<input checked="" type="checkbox"/>	A listing of Subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
<input checked="" type="checkbox"/>	Certification of Non-Debarment for Federal Government Contracts	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - sign and notarize	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language - read	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language – read and sign	
<input checked="" type="checkbox"/>	Prohibited Russia-Belarus Activities & Iran Investment Activities (to be submitted prior to Contract award)	
<input checked="" type="checkbox"/>	Compliance with New Jersey Prevailing Wage Act Certification	
<input checked="" type="checkbox"/>	Certificate of Non-Segregated Facilities	
<input checked="" type="checkbox"/>	Certification of Bidder Regarding Equal Employment Opportunity	
<input checked="" type="checkbox"/>	Certification of Bidder Regarding Affirmative Action Program (Construction Contracts)	
<input checked="" type="checkbox"/>	Build America, Buy America (BABA) Act Construction Contract Language	
<input checked="" type="checkbox"/>	A Business Registration Certificate <u>N.J.S.A. 52:32-44</u> (to be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Public Works Contractor Certificates for Contractor and all named Subcontractors <u>N.J.S.A. 34:11-56.51</u> (to be submitted prior to contract award)	
<input type="checkbox"/>	Specifications Technical – read in entirety	

☐ - Means Respondent to read the item(s)

☒ - Means Respondent to provide the required form(s) fully executed

**NOTE:**

- 1) The required forms when not properly executed and returned can result in rejection of the proposal.
- 2) Respondent understands that the specifications herein are incorporated into and fully part of any contract as may be awarded as result of this proposal submittal.
- 3) All questions pertaining to this request must be submitted in writing to the Borough Administrator via email at [rblakeslee@netcong.org](mailto:rblakeslee@netcong.org) or via fax to (973) 347-3020, no later than ten (10) business days prior to the submission due date deadline posted on the cover of this document.
- 4) Please provide one (1) original submission and one (1) photocopy.
- 5) IMPORTANT: REQUIRED FORMS HEREIN SHALL NOT BE SUBMITTED DOUBLE SIDED

**Respondent Signature:** \_\_\_\_\_

**BOROUGH OF NETCONG, New Jersey**  
**BID PROPOSAL FORM/SIGNATURE PAGE**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

**CCTV EVALUATION OF STORM SEWERS**  
**SCHEDULE OF PRICES**

SECT #	ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Words)	EXTENDED AMOUNT (In Figures)
154	1	Mobilization * The lump sum unit price is not to exceed requirements of the table in Section 154	LS	1	\$ _____		\$ _____
159	2	Traffic Control Devices	LS	1	\$ _____		\$ _____
159	3	Uniformed Traffic Directors (Allowance)					\$ <u>5,000.00</u>
655	4	Temporary Bypass Piping and Pumping	LS	1	\$ _____		\$ _____
656	5	Storm Sewer Line Heavy Cleaning (If & Where Directed) Allowance					\$ <u>5,000.00</u>
657	6	Clean And Closed Circuit Televis (CCTV) Less Than 8-Inch Diameter Sewer (If & Where Directed)	LF	25	\$ _____		\$ _____
657	7	Clean And Closed Circuit Televis (CCTV) Greater Than 8-Inch To 12-Inch Diameter Sewer	LF	260	\$ _____		\$ _____
657	8	Clean And Closed Circuit Televis (CCTV) Greater Than 12-Inch To 24-Inch Diameter Sewer	LF	1,522	\$ _____		\$ _____
657	9	Clean And Closed Circuit Televis (CCTV) Greater Than 24-Inch To 36-Inch Diameter Sewer	LF	928	\$ _____		\$ _____
657	10	Clean And Closed Circuit Televis (CCTV) Greater Than 36-Inch To 42-Inch Diameter Sewer (If & Where Directed)	LF	25	\$ _____		\$ _____
657	11	Disposal Of Hazardous Soils (If & Where Directed) (Min Price \$100/Ton)	TON	25	\$ _____		\$ _____

**TOTAL CONTRACT BID PRICE:** \$ \_\_\_\_\_ (In Figures)

**COMPANY NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **(Partnership)**  
**(Corporation) (Limited Liability Company)**

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

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

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
(Corporation)  
The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_ having its (Individual)

Principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

The Owner has financed this program through the New Jersey Infrastructure Bank. It is the intention of the Owner to award the complete project to the lowest responsible bidder.

## BIDDER'S AFFIDAVIT

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

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

I, \_\_\_\_\_, being duly sworn, do make this my affidavit and state:

that he is the \_\_\_\_\_  
(Title and Name of Company)

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

\_\_\_\_\_  
(Signer)

\_\_\_\_\_  
(Printed Name)

Subscribed and sworn to before me on

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

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

My Commission expires : \_\_\_\_\_

**BID BOND**  
**CCTV EVALUATION OF STORM SEWERS**

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned \_\_\_\_\_,  
\_\_\_\_\_ as Principals, and \_\_\_\_\_,  
\_\_\_\_\_ as Surety, are held and firmly bound unto \_\_\_\_\_  
as Owner in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, we hereby jointly bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted to the  
**Borough of Netcong** the accompanying Bid, dated \_\_\_\_\_ 20 \_\_\_\_ attached and hereby  
made a part hereof, for \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the said  
opening, and the Owner shall accept the bid of the Principal and the Principal shall, within ten (10)  
business days after the date of notification of award, enter into a written Contract with the Owner in  
accordance with the Bid as accepted, and give bond(s) with good and sufficient surety or sureties, as  
may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of  
the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give  
such bond(s) within the time specified, if the Principal shall pay the Owner the difference between the  
amount specified in said Bid and the amount for which the Owner may procure the required work or  
supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of  
no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several  
seals this \_\_\_\_\_ day of \_\_\_, 20 \_\_\_, the name and corporate party being thereto affixed, and these  
presents signed by its undersigned representative, pursuant to the authority of its governing body.

**Individual Principal:**

By: \_\_\_\_\_(seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_  
(Printed or Typed Name)

**Partnership Principal:**

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(seal)  
(Signature of Partner)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

\_\_\_\_\_  
(Address of Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(seal)  
(Signature of Partner)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

\_\_\_\_\_  
(Address of Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(seal)  
(Signature of Partner)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

\_\_\_\_\_  
(Address of Partner)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(seal)  
(Signature of Partner)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

\_\_\_\_\_  
(Address of Partner)

\* Attach appropriate proof, dated as of the same date of the Bond, evidencing authority to execute in behalf of the corporation.



**Corporation Principal:**

\_\_\_\_\_  
(Name of Corporation)

Attest:

\_\_\_\_\_

By: \_\_\_\_\_(seal)  
(Signature of Officer & Title)

\_\_\_\_\_  
(Printed or Typed Name of Officer)

**OR (If Appropriate)**

\_\_\_\_\_  
(Name of Corporation)

\*By \_\_\_\_\_(seal)  
(Signature of Authorized Representative)

Witness:

\_\_\_\_\_

\_\_\_\_\_  
(Printed or Typed Name of Representative)

\* Attach appropriate proof, dated as of the same date of the Bond, evidencing authority to execute on behalf of the partnership.

**SURETY'S CONSENT  
CCTV EVALUATION OF STORM SEWERS**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ a corporation of the  
State of \_\_\_\_\_ having its principal office at \_\_\_\_\_ ("Bidder")  
and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ having  
its principal office at \_\_\_\_\_

(a) surety company(ies) qualified to do business in the State of New Jersey ("Surety") do(es) consent, and agree, that if the Contract for which the preceding Bid or Proposal is made, be awarded to the Bidder it (they) will, upon the award of such Contract, become security first, for the full and faithful performance of said work, including guarantee for two (2) years and, secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said Contract in the form required by Chapter 2A: 44-143 et seq. R.S. 1937 and the amendments thereof and supplements thereto, the Performance Bond and the labor and material obligations each to be in an amount equal to 100 percent of the Contract price, and each to be conditioned so as to indemnify the **Borough of Netcong** against loss due to the failure of the Bidder to meet the stipulations of Respective Bonds, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within the specified time period after written notice that the same is ready for execution, if so awarded, and if the sum, which the Owner may be obliged to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid or Proposal would be entitled, then the said Surety Company or Companies will pay, without proof of notice or demand, to the Owner the amount of any such excess, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its \_\_\_\_\_ and \_\_\_\_\_ its corporate seal to be hereto affixed and duly attested by its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

(Corporate Seal of Company)

\_\_\_\_\_  
Name of Company

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President or Authorized Agent

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper officer in the manner prescribed by the Laws of New Jersey. (Surety Company's own form is accepted if in substantial compliance with this form.)

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A  
SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

**Part IV Certification**

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

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

## LISTING OF SUBCONTRACTORS

In accordance with N.J.S.A. 40A:11-16, the names, addresses, and telephone numbers of any subcontractors used on this project for the following categories must be listed below:

- Plumbing and Gas Fitting and all kindred work
- Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and all kindred work
- Electrical Work
- Structural Steel and Ornamental Iron Work

Additionally, list below any subcontractors completing work requiring specific qualifications outlined on the Qualifications Certification Affidavit.

- 1) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Percent of Total Contract Price: \_\_\_\_\_  
Work to be Done by Subcontractor: \_\_\_\_\_
- 2) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Percent of Total Contract Price: \_\_\_\_\_  
Work to be Done by Subcontractor: \_\_\_\_\_
- 3) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Percent of Total Contract Price: \_\_\_\_\_  
Work to be Done by Subcontractor: \_\_\_\_\_
- 4) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Percent of Total Contract Price: \_\_\_\_\_  
Work to be Done by Subcontractor: \_\_\_\_\_
- 5) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Percent of Total Contract Price: \_\_\_\_\_  
Work to be Done by Subcontractor: \_\_\_\_\_

Percent of total work to be completed by all subcontractors, named or unnamed (must not exceed 50%): \_\_\_\_\_ %

\*Attach additional sheets if necessary

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

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

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

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

**Part I - Vendor Information**

Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE Code (if applicable)	

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

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

**Part II - Certification of Non-Debarment: Individual or Organization**

I hereby certify that the **individual or organization** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Netcong is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Borough of Netcong to notify the Borough of Netcong 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 Borough of Netcong, permitting the Borough of Netcong to declare any contract(s) resulting from this certification void and unenforceable.

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

### **Part III – Certification of Non-Debarment: Individual or Entity Owning Greater than 50 Percent of Organization**

<b>SECTION A (Check the Box that Applies)</b>			
<input type="checkbox"/>		Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.	
Name of Individual or Organization:			
Physical Address			
<b>OR</b>			
<input type="checkbox"/>		No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.	
<b>SECTION B (Skip if no Business entity is listed in Section A above)</b>			
<input type="checkbox"/>		Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.	
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity:			
Physical Address			
<b>OR</b>			
<input type="checkbox"/>		No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.	
<b>SECTION C Certification</b>			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>&lt;name of organization&gt;</b>.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Netcong is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify the Borough of Netcong 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 Borough of Netcong, permitting the Borough of Netcong to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print)		Title	
Signature		Date	

## Part IV Certification of Non-Debarment: Contractor – Controlled Entities

SECTION A			
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be..		
Name of Business Entity:		Physical Address	
**Add additional sheets if necessary**			
OR			
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company		
SECTION B (Skip if no business entities are listed in Section A of Part IV))			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV:		Physical Address	
**Add additional sheets if necessary**			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
SECTION C Certification			
I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge; that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Netcong is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Borough of Netcong to notify the Borough of Netcong 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 Borough of Netcong permitting the Borough of Netcong to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print)		Title	
Signature		Date	



NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the  
bidder making the Bid for the above named project, and that I executed the said Bid with 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 Bid and in this affidavit are  
true and correct, and made with full knowledge that the Borough relies upon the truth of the  
statements contained in said Bid 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

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

Subscribed and sworn to before me

this \_\_\_\_\_

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

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

My Commission expires: \_\_\_\_\_

**BOROUGH OF NETCONG, NEW JERSEY**  
**EXHIBIT A**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?**    Yes ☐    No ☐  
**If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**    Yes ☐    No ☐  
**If yes, please submit a photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

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

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

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

## AFFIRMATIVE ACTION AFFIDAVIT

(TO BE COMPLETED BY FIRMS WITH LESS THAN 50 EMPLOYEES)

STATE OF NEW JERSEY }

COUNTY OF }

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ in the  
County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law  
on my oath depose and say that:

1. I am (President, partner, owner) of the firm of \_\_\_\_\_, a  
bidder making a proposal upon the above-named project.
2. \_\_\_ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127, it's rules and regulations  
issued by the Treasurer, State of New Jersey pursuant thereto.
4. \_\_\_ has complied with all the affirmative action requirements of the State of New Jersey, including  
those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of  
New Jersey pursuant hereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975 c. 127  
and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New  
Jersey, County of \_\_\_\_\_, (City, Town, Borough)  
of \_\_\_\_\_, until an affirmative action plan is approved. I am also aware  
that the contract may be terminated and \_\_\_\_\_ may be  
debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action  
Office and complete an Employee Information Report (AA-302).

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title

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

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

My Commission expires: \_\_\_\_\_

**BOROUGH OF NETCONG, NEW JERSEY**  
**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. 17:27-1.1 ET SEQ.**  
**CONSTRUCTION CONTRACTS**

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

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

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

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

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

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 targets employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union

at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever

vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

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

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

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

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

## SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
33 WEST STATE STREET  
TRENTON, NJ 08625

  
State Treasurer

**VOID**

### BOROUGH OF NETCONG, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#: 970-097-382/500

ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611


EFFECTIVE DATE: 01/01/01

FORM-BRC(08-01)


TRADE NAME: CLIENT REGISTRATION

SEQUENCE NUMBER: 0107300

ISSUANCE DATE: 07/14/04

  
John S. Tully  
Acting Director

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

  
**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

**BOROUGH OF NETCONG, NEW JERSEY**

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

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.

**Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

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

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

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

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

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

**BOROUGH OF NETCONG, New Jersey**



## Prohibited Russia-Belarus Activities & Iran Investment Activities

<b>Person or Entity:</b>	
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### **Part I - Certification**

#### COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

#### **CONTRACT AWARDS AND RENEWALS**

<input type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i>
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#### **CONTRACT AMENDMENTS AND EXTENSIONS**

<input type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)</i>
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#### **IF UNABLE TO CERTIFY**

<input type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i>
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## **Part II - Additional Information**

### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

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

## **Part III – Certification of True and Complete Information**

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

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

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

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

## COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT CERTIFICATION

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24 inclusive) and all acts amendatory thereof and supplemental thereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that he/she have been blacklisted for failure to pay the prevailing wages as required by the New Jersey Prevailing Wage Act  
\_\_\_\_\_
2. Has any person having an "interest" in the bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid?  
\_\_\_\_\_
3. Has any person having an interest in the bidder within the meaning of N.J.S.A. 34:11-56.38 had any "interest" as aforesaid in any firm, corporation, or partnership, which has been blacklisted as aforesaid?  
\_\_\_\_\_
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.

THE UNDERSIGNED CERTIFIES that the foregoing information and any attachments hereto, to the best of Their knowledge are true and complete. Furthermore, the Undersigned agrees, that if awarded the Contract, any and all Prevailing Wage Rates required under the Contract will be paid.

The undersigned is (an Individual)  
(a Partnership) under the laws of the State of \_\_\_\_\_  
(a Corporation)  
(a Limited Liability Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Subscribed and Sworn Before Me

This \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

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

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

\_\_\_\_\_

## CERTIFICATE OF NON-SEGREGATED FACILITIES

THE UNDERSIGNED CERTIFIES that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities, recreation or entertainment areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or nation origin, because of habit, local custom, or otherwise.

THE UNDERSIGNED FURTHER AGREES that (except where They have obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the provisions of the Equal Opportunity clause; that he/she will retain certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

The undersigned is                    (an Individual)  
    (a Partnership)                    under the laws of the State of \_\_\_\_\_  
    (a Corporation)  
    (a Limited Liability Corporation)

having principal offices at \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Subscribed and Sworn Before Me

This \_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

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

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

## **CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY**

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that They shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

He further agrees that (except where They have obtained identical certifications from proposed subcontractors for specific time periods) They will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that They will retain such certifications in **Their** files, and that They will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

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(Signature)

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(Date)

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(Name and Title of Signer – Please type)

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**AFFIRMATIVE ACTION CERTIFICATION  
(CONSTRUCTION CONTRACTS)**

- A. This contract is subject to and all bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27; Affirmative Action Regulations.
- B. For any violations of this law in addition to all other penalties allowable by law, the violator shall be subject to a fine up to \$1,000.00 for each violation for each day during which the violation continues, as delineated in N.J.A.C. 17:27-10.6, with said fine to be collected in a summary manner pursuant to the "Penalty Enforcement Law of 1999" (N.J.S.A. 2A:58-10 et seq.) (P.L. 1975, C127, Para. 5b) (N.J.A.C. 17:27).
- C. ALL CONTRACTORS
1. All contractors shall complete and submit the Initial Project Workforce Report Form AA-201, upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations.
  2. Failure to submit the form may result in the contract being terminated.
  3. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202, once a month thereafter for the duration of the contract to the Division of Contract Compliance and to the Public Agency Compliance Officer.

The undersigned contractor certifies that They are aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the Law.

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

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

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

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

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## **BUILD AMERICA, BUY AMERICA (BABA) ACT CONSTRUCTION CONTRACT LANGUAGE**

The Contractor acknowledges to and for the benefit of the Owner and the Funding Authority that it understands the goods and services under this Agreement are being funded with Federal Monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and Understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America Requirements, as may be requested by the Owner of the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation, attorneys fees) incurred by the Owner or Funding Authority resulting from such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

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

### **By Authorized Representative:**

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

Printed Name and Title: \_\_\_\_\_

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

## SPECIAL PROVISIONS

*The Standard Specifications for Road and Bridge Construction, 2019 edition, the most recent revisions, including all BDCs, as published by the New Jersey State Highway Department, the Plans, Technical Specifications, Advertisement, Contractor's Proposal and including but not limited to the amendments and revisions hereinafter comprise the Contract. In case of conflict between the amendments and revisions hereinafter and the Standard Specifications for Road and Bridge Construction, 2019 edition, the amended specification governs. Any items not covered in the amended specification are governed by The Standard Specifications for Road and Bridge Construction, 2019 edition, hereinafter referred to as the NJDOT Specifications. For State Aid projects, the **Special Provisions for State Aid Projects** (Attachment 6) are requirements and amendments to the General Provision. In the case of any discrepancy between **Special Provisions for State Aid Projects** and any other section in the Specification, the requirements and amendments given in the **Special Provisions for State Aid Projects** take precedence.*

The following **Special Provisions** are supplementary requirements and amendments to the General Provisions. In the case of any discrepancy, the requirements and amendments given in these **Special Provisions take precedence**.

### TIME OF THE ESSENCE OF CONTRACT

With regard to all dates and time periods set forth or referred to in this Specification, time is of the essence. The Contract will allow 60 calendar days for completion of the work from the notice to proceed.

### WORKING HOURS

Work may be performed Monday through Friday between the hours of 7:00 am and 6:00 pm. For local roads the Engineer must approve early starts and work on Saturdays, Sundays, and Holidays. County and State hours shall be in accordance with applicable Road Opening Permits. NJDOT Utility Road Opening Permit shall be used to direct allowable working hours for NJDOT roads.

### LIQUIDATED DAMAGES

Liquidated damages will be assessed to the contractor for failure to complete the work on time. Damages will be assessed for each and every calendar day the work is not finished in the amount of \$500.00.

### PROJECT SCHEDULE

The Contractor shall construct the proposed project in order to comply with construction timing restrictions and conditions of permits of the project within the Contract time limit. Once the Notice to Proceed is issued the work shall progress in accordance with the sequence of construction.

### LOCAL AND COUNTY ROAD PERMITS

The Contractor shall obtain all local City, County and NJDOT road permits as required to perform the work as described in the contract documents. Payment will not be made for the time spent in arranging and coordinating permit applications and approvals, but all costs thereof shall be included in the prices bid for the various pay items in the proposal.

### ADDITIONAL COORDINATION MEASURES

The Contractor shall be responsible to coordinate Their overall construction activities including, but not limited to, the following:

- A. Pedestrian and vehicular access to properties must be maintained at all times. Access for emergency vehicles must be maintained at all times.
- B. Contractor shall consider the recycling and garbage pickup schedules in traffic control planning.



- C. Contractor shall provide notifications to City regarding activities on all school districts for routes, pickup locations, walking school bus routes, etc. School buses will need to be let through, and the Contractor shall coordinate and make necessary adjustments to his construction schedule to accommodate.

#### **UNIFORMED TRAFFIC DIRECTORS**

The cost for Uniformed Traffic Directors will be reimbursed without markup. The Contractor shall arrange and coordinate with the police department as necessary to have Uniformed Traffic Directors assigned at the times and locations required. Separate payment will not be made for the time spent in arranging and coordinating staffing of Uniformed Traffic Directors, but all costs thereof shall be included in the prices bid for the various pay items in the proposal.

#### **END OF SECTION**

## **DIVISION 100 – GENERAL PROVISIONS**

### **SECTION 101 – GENERAL INFORMATION**

#### **101.01 INTRODUCTION**

*This subsection is supplemented as follows:*

Whenever any section, subsection, subpart or subheading is amended by such terms as but not limited to, *changed to, supplemented, replaced, added or deleted*, it is construed to mean that it amends that section, subsection, subpart or subheading of the *Standard Specifications for Road and Bridge Construction, 2019 edition*, the most recent revisions to that edition, and the supplemental specifications for State Aid Projects, latest revision, hereinafter referred to as the *NJDOT Specifications*.

#### **101.03 TERMS**

*The following terms are revised as follows:*

Certain terms are used in the Contract Documents and are defined as follows:

**ADDENDUM:** Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification or corrections.

**CONTRACTOR:** The successful bidder or bidders after They have been selected by the Council and have entered into a contract to perform the work, or Their heirs, executors, administrators, successors, or assigns.

**EXTRA WORK:** New Work and quantity adjustments to Items that are not the result of as-built measurement or calculation. Work covered by Allowances is not considered Extra Work.

**PLANS** shall mean the same as Contract Drawings.

**SPECIFICATIONS:** The directions, provisions and requirements, contained herein, together with all written agreements made to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

**SUBCONTRACTOR:** Those having a direct contract with the Contractor to perform a phase of the construction.

**SUBSTANTIAL COMPLETION:** When the work, or specified part thereof, has progressed to a point where in the opinion of the Owner the work or specified part thereof, can be utilized for its intended purpose.

**SURETY:** The corporate body which is bound with and for the Contractor and which engages to be responsible for Their payment of all debts pertaining to and for Their acceptable performance of the work for which They have contracted.

**WORK:** All labor, materials, supplies, tools and equipment, insurance, bonds and other facilities necessary to complete the Contract.

*The following terms have been added:*

**ALLOWANCE BID ITEMS:** A bid item included in the Contract Price where the amount of work included in the bid item cannot be determined prior to Construction.

**CONTINGENCY BID ITEMS:** A bid item included in the Contract Price for unanticipated work that may arise during Construction.

**CONTRACT DRAWINGS:** All sketches, plans, surveys, reproductions of drawings pertaining to the construction of the structures and appurtenances.

**CONTRACT DOCUMENTS:** All sections of this Specification, Construction Plans, and any Addenda, if issued, as defined in the Contract.

**CONTRACTOR'S PLANT AND EQUIPMENT:** Material, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

**DIRECTION:** Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

**DIRECTIVE:** Written documentation of the actions of the Owner in directing the Contractor.

**ENGINEER:** The individual or entity named as such in the Contract.

**FURNISH:** To deliver to the job site or other specified location any time, equipment or material.

**MAY:** Refers to permissive actions.

**OWNER:** The Borough of Netcong.

**PROJECT SPONSOR:** The Owner or the Owner's representative

**PUNCH LIST:** A List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer when the Contractor (1) notifies the Engineer in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accepts the work.

**SHALL** Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

**SPECIFY** Refers to information described, shown, noted or presented in any manner in any part of the contract.

**SUPPLIERS:** Those having a direct contract with the Contractor to perform a phase of the construction.

**TECHNICAL DATA:** The data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding the existing conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to the Contractor.

**WILL** Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

*Whenever the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following:*

**COMMISSIONER:** The Borough of Netcong.

**COUNTY:** The County of Sussex, New Jersey.

**DEPARTMENT:** The Borough of Netcong.

**"OWNER"** The Borough of Netcong.

**"MUNICIPALITY"** The Borough of Netcong

**"BOROUGH"** The Borough of Netcong

**"SPECIFIED COMPLETION DATE":** The date on which the contract work is specified to be completed.

**"STATE":** The State of New Jersey and/or the Borough of Netcong.

**GENDER NEUTRAL PRONOUNS:** As used in this Specification, the capitalized term "They" shall be the third-person gender-neutral singular subjective pronoun; the capitalized term "Them" shall be the third-person gender-neutral singular objective pronoun; the capitalized term "Their" shall be the third-person gender-neutral singular possessive pronoun; and the capitalized term "Themselves" shall be the third-person gender-neutral singular reflexive pronoun. The foregoing shall also encompass "she" and "he;" "her" and "him;" "her" and "his;" and "herself" and "himself," respectively.

*The following subsection has been added:*

#### **101.05 JOINT VENTURE CONTRACTOR**

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner under this contract shall be deemed to have been given by and shall bind all persons being the Contractor.

*The following subsection has been added:*

#### **101.06 AMENDMENT OF GENERAL PROVISIONS**

These general provisions may be amended only by mutual consent of the Owner and the Contractor in writing.

*The following subsection has been added:*

#### **101.07 LAWS, REGULATIONS, AND PERMITS**

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall be liable for violations of the law in connection with Work provided by the Contractor. If the Contractor observes that the drawings, specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, They shall promptly notify the Owner in writing of such variance.

The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform Work known to be contrary to any laws, ordinances, rules or regulations.

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary for and during the prosecution of the Work and the subsequent guarantee period shall be secured and paid for by the Contractor.

*The following subsection has been added:*

#### **101.08 SUBCONTRACTORS**

The Contractor shall perform with Their own organization not less than one-half of the Work and shall not sublet to one subcontractor more than one-third of the Work without the previous written consent of the Owner. See the Proposal section for listing of subcontractors

*The following subsection has been added:*

#### **101.09 LABOR WAGES**

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

##### **A. Wages:**

1. **General:** The Contractor and each subcontractor engaged in the Work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Department of Labor of the State of New Jersey. An employee whose type of Work is not covered by any of the classified wage rates shall be paid not

less than the rate of wage listed for the classification which most nearly corresponds to the type of Work to be performed.

2. **State Wage Rates:** The Owner has obtained from the Department of Labor the general prevailing rate of wages in the vicinity of the Work to be performed under this contract. These wage rates are included.

**B. Resident Citizens to Be Preferred in Employment on Public Works:**

The Contractor's attention is directed to State Statute 34: 9-2. requiring that preference in employment shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

If this section is not complied with, the contract shall be voidable at the instance of the state, county or municipality.

The Contractor shall keep a list of Their employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

**C. Overtime Work:**

Overtime and shift Work may be established as a regular procedure by the Contractor with reasonable notice and written permission from the Owner. No Work other than overtime and shift Work established as a regular procedure shall be performed between the hours of 5:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such Work as is necessary for the proper care and protection of the Work already performed or in case of an emergency. The Contractor shall make no assumption to the Owner's acceptance of shift work / overtime as a regular procedure at time of Bid.

Contractor agrees to pay the costs of overtime construction observation except those occurring as a result of overtime and shift Work established as a regular procedure. Overtime construction observation shall include observation required during holidays, Saturdays, Sundays and weekdays between the hours of 5:00 P.M. and 7:00 A.M. Costs of overtime construction observation will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime Work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

The Contractor shall also make special note of applicable County restrictions including work hours, limitations to lane closures, etc.

*The following subsection has been added:*

**101.10 ELECTRONIC TRANSMITTALS**

Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

**101.11 BUY AMERICAN**

In accordance with the requirements of the State of New Jersey, NJSA 40A:11-18, the Contractor as a condition of the Contract hereby does agree, that in the performance of the project, only products manufactured in the United States, wherever available, be used; except in instances where the Contractor can establish to the satisfaction of the Owner that a particular treaty or trade agreement of the United States supersedes this provision.

## **101.12 ACCESS TO RECORDS & SITE**

In accordance with NJAC 7:22-3.23 the Project Sponsor, Contractor, and Subcontractors shall provide to NJDEP personnel, and any authorized representative of NJDEP, access to the facilities, premises and records related to the project.

The Project Sponsor shall submit to the NJDEP such documents and information as requested.

The Project Sponsor, and all contractors and subcontractors which contract directly with the recipient or receive a portion of State monies, may be subject to a financial audit.

Records shall be retained and available to NJDEP until the final Fund loan repayment has been made by the Project Sponsor.

## **101.13 RESPONSIBILITY FOR AS-BUILT DRAWINGS**

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

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

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

### **103.01 AWARD OF CONTRACT**

*This entire subsection is deleted and replaced with the following:*

Within sixty (60) days of receipt of bids, except where Owner exercises the right to reject any or all Bids, Owner will award the Contract to the lowest responsible Bidder on the basis stated in the Bid Forms, who furnished adequate security therefore and complied with all requirements of the Advertisement for Bids and these instructions to Bidders, after investigations are made to determine the Bidder's responsibility and capability, and based upon the acceptability by Owner of the list of subcontractors proposed for the Work by the Bidder.

When two (2) or more bids are equal in all respects, award may be made by lot, at the discretion of the Owner, which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

Within sixty (60) days after the receipt of the bids, the Owner will accept one of the bids on the contract for which bids have been received and notify the successful bidder of the acceptance of the bid or will reject all bids on the contract. The acceptance of a Bid shall bind the successful bidder to execute the Contract as provided hereinafter. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the successful Bidder and Owner.

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

*This entire subsection is deleted and replaced with the following:*

Bids Bonds will be returned to the respective bidders, except the three (3) lowest bidders, within ten (10) days after the opening of bids. The remaining bonds will be returned to the three (3) lowest bidders, including the successful bidder, within three (3) days excluding Sundays and holidays after the Contract has been fully executed. If all bids are rejected, all bid securities will be returned forthwith.

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

*Replace the first sentence of the second paragraph with the following:*

The Contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of the award; provided, however, that all parties to the Contract may agree to extend the limit set forth in the specifications beyond the 21-day limit required in this subsection. The Contractor, upon written request to the contracting unit, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the Contract for work to commence, or, if no date is set forth in the contract, upon receipt of authorization. If for any reason the Contract is not awarded and the bidders have paid for or paid a deposit for the plans and specifications to the contracting unit, the payment or deposit shall immediately be returned to the bidders when the plans and specifications are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

*The following subsection is added:*

### **103.08 PRE-AWARD CONFERENCE – GENERAL**

A pre-award conference, at the discretion of the Owner, may be required to determine the successful Bidder's qualifications for performing the Work under this Contract. Participants may include representative of Owner, Engineer, representatives of Federal and State Agencies, and the apparent low Bidder. The conference will be held at Owner's office or at a place mutually agreed upon, or through the use of mutually agreed upon virtual meeting platform.

The Bidder will be notified of the topics to be discussed and the materials to be brought to the Conference. When possible, this conference may be scheduled just prior to the execution of the Agreement.

*The following subsection is added:*

### **103.09 PRE-CONSTRUCTION CONFERENCE**

A pre-construction, post award conference will be required to discuss various contract related topics. Participants may include representatives of Owner, Engineer, Federal and State Agencies, NJDEP, Police Department, Utility Companies, Emergency Responders, similar interested persons, and the Contractor. The conference will be held at the offices of the Owner, unless notified otherwise.

The pre-construction conference will be held within two (2) weeks of the date of Contract execution. The Contractor will be notified of the exact date upon Contract award.

*The following subsection is added:*

### **103.10 SCHEDULES**

#### **Before Starting Construction**

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days and dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### **Acceptance of Schedules**

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with the above. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

*The following subsection is added:*

### **103.11 CONTRACT TIME**

#### **A. General:**

The Contractor shall promptly start Work upon the date stipulated in the Notice To Proceed and shall prosecute the Work so the Work is substantially complete and the site available to the Owner as specified in Special Provisions



During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the Work that shall not be damaged thereby. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

B. Construction Schedule:

The Contractor shall provide progress schedules and reports, demonstrating the plan for scheduling and coordinating the Work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence.

1. **Notice of Delays:** When the Contractor foresees a delay in the prosecution of the Work and in any event immediately upon the occurrence of a delay which the Contractor regards as unavoidable, They shall notify the Owner in writing of the probability of the occurrence of such delay and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence of continuance of the delay. If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and completion of the Work are being delayed thereby. They shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of Their determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.
2. **Avoidable Delays:** Avoidable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Their subcontractors.
3. **Unavoidable Delays:** Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Their subcontractors. Delays in completion of the Work of other Contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of Work. Delays due to normal weather conditions shall not be regarded as unavoidable as the Contractor agrees to plan Their Work with allowances for interference by normal weather conditions.

C. Extension of Time:

1. **Avoidable Delays:** In case the Work is not completed in the time specified, including extension of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the Owner which are attributable to the fact that the Work was not completed on schedule.
2. The Owner may grant an extension of time for avoidable delay if it deems it in its best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs including charges for engineering observation and administration as specified in subheading 108.11.02 incurred during the extension.
3. **Unavoidable Delays:** For delays which the Contractor considers to be unavoidable, They shall submit to the Owner complete information demonstrating the effect of the delay on the controlling operation in Their construction schedule. The submission shall be made within 30 calendar days of the occurrence which is claimed to be responsible for the unavoidable delay. The Owner shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the Work. The Owner agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extension of time, neither extra compensation for engineering observation and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions delay involve controlling operations which would prevent completion of the whole Work within the specified contract time.
4. **Liquidated Damages:** The Contractor unconditionally guarantees that They can and will complete the Work within the time limit stated in the Contract Documents or within the time as extended in accordance with the provisions of this Specification. Inasmuch as the damage and loss to the Owner, which will result from the failure of the Contractor to complete the Work within the stipulated time, will be most difficult or impossible of accurate calculation, the damage to the Owner for such delay and failure on the part of the Contractor shall

be assessed liquidated damages per Special Provision. Liquidated damages shall not be considered as a penalty. The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

As per LPC 40A:11-19, Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a Contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, Their assignees or legal representatives with whom a contract with a contracting unit is made. L.1971, c. 198, s. 19; amended 1999, c. 440, s. 28; 2001, c. 206, s. 1.

*The following subsection is added:*

### **103.12 USE OF COMPLETED PORTIONS OF THE WORK**

The Owner shall have the right to take possession of and use completed or partially completed portions of the Work notwithstanding the time for completing the Work or such portions may not have expired. Such taking possession and use shall not be deemed as completion or acceptance of parts of the Work. If such prior possession or use increases the cost of the Work, the Contractor shall be entitled to claim for extra compensation within five (5) calendar days of each occurrence. The amount of extra compensation shall be determined in accordance with the procedures given herein for determination of change order cost. The Contractor shall not claim extra compensation for possession of portions of the Work specifically required by the Contract.

### **103.13 SED UTILIZATION REQUIREMENTS**

The Contractor must comply with the Socially and Economically Disadvantaged (SED) Requirements at N.J.A.C. 7:22-9 et seq. The Contractor shall submit a plan within thirty (30) days of contract award to meet the SED Utilization Requirements. The Contractor's plan shall include statements of how the SED participation requirement shall be achieved over the duration of the project. Additional guidance on implementation of SED Requirements are contained in Attachments 5-7.).

The Contractor shall submit SED Participation Building Phase Quarterly Reports (Form OEO-002) to the Project Compliance Officer and to the Office of Equal Opportunity and Public Contract Assistance, in accordance with N.J.A.C. 7:22-9.12. A copy of this form is attached.

The Contractor shall submit SED Participation Monthly Progress Reports (Form OEO-003) to the Project Compliance Officer, in accordance with N.J.A.C. 7:22-9.12. A copy of this form is attached.

*The following subsection is added:*

### **103.14 AMERICAN IRON AND STEEL REQUIREMENTS**

The Contractor must comply with the Implementation of American Iron and Steel Provisions of P.L. 113-76. See Attachment 16 for information regarding compliance with these requirements.

### **103.15 BUILD AMERICA, BUY AMERICA REQUIREMENTS**

The Contractor must comply with the Build America, Buy America (BABA) Act. See Attachment 19 for information regarding compliance with these requirements.

## **SECTION 104 – SCOPE OF WORK**

### **104.01 INTENT**

*This subsection has been deleted and replaced with the following:*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

The following is a general description of the Work to be completed and thereby does not represent a complete description of all the Work to be performed as specified in the Contract Documents.

#### **104.01.01 Maintenance of Operations**

The Contractor shall make allowance for and give special consideration to the use of equipment and the installation of equipment at the Owner's facilities so that full operation and performance is maintained during Their Work. Any damage to the existing facilities or malfunction of the process equipment or operation caused by the Contractor's neglect shall be immediately repaired by the Contractor at Their expense, taking all necessary actions to the Owners satisfaction.

Should a conflict occur between the operation of the Owner's facilities and the Contractor's Work, the Owners facility operations shall take precedent. The Contractor shall not be entitled to any extra compensation or claims by which the facilities operations may interrupt Their Work or time schedule.

The Contractor shall make Their own investigations They may feel appropriate and allowed by the Owner to familiarize Themselves with the magnitude of Work involved at the facilities. The Owner shall provide such pertinent information as may be available, however, does not represent such information as all-inclusive or completely accurate. Variations that may exist and cause the Contractor's Work to become substantially different from the intent of the Contract Documents will be cause for claim under provisions of the Agreement.

#### **104.01.02 Cutting and Patching:**

The Contractor shall do all cutting, fitting, or patching of Their Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other contractors shown upon or reasonably implied by

the Drawings and Specifications for the Complete Project and the Contractor shall make good after Their Work as the Engineer may require. The Contractor shall not endanger any Work by cutting, or otherwise, and shall not alter the Work of any other contractor except with the written consent of the Owner. Any cost caused by endangered, defective, or ill-timed Work shall be borne by the responsible contractor as determined by the Owner.

Each division of the specifications should include all cutting and patching for that trade division as required for the proper accommodation of all Work by other trades unless specifically stated to the contrary. In the event that the specifications are inadequate in this respect, the Engineer shall issue needed written instructions.

#### **104.01.03 Cleaning Up:**

The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by Their employees or Work, and at the completion of the Work They shall remove all Their rubbish, tools, scaffolding and surplus materials from the project and shall leave Their Work “broom clean” or its equivalent, unless more exactly specified.

#### **104.01.04 Use of Site and Other Areas:**

Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

**Removal of Debris During Performance of the Work:** During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

**Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

**Loading of Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

## 104.03 CHANGES TO THE CONTRACT

### 104.03.03 Types of Changes

*This subheading has been deleted and replaced with the following:*

#### A. Differing Site Conditions

1. If the Contractor encounters differing site conditions during the progress of the Work of the contract, the Contractor shall promptly notify, within 24 hours, the contracting unit 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 contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
3. If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.
4. (a) The contracting unit 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 contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.  
(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit 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 contracting unit 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.
7. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required, except that the Owner may extend the prescribed time.
8. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
9. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
10. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required

by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice required by subpart 104.03.03.A.

**11. Underground Facilities; Hazardous Environmental Conditions:** subheading 104.04.04 governs rights and responsibilities regarding the presence or location of Underground Facilities. Subheading 105.08.01 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of subheading 104.03.03 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

**B. Suspension of Work**

The Owner shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the Work of the contract.

If the performance of all or any portion of the Work of the contract is suspended by the Owner for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Owner'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 ten (10) calendar days following the conclusion of the suspension, notifies the Owner, 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 Owner. Whenever a work suspension exceeds 60 days, upon seven (7) days written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

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

1. If the Owner determines that the Contractor is entitled to additional compensation or time, the Owner shall make a fair and equitable upward adjustment to the contract price and contract completion date.
2. If the Owner 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 Owner for additional compensation or time attributable to the suspension.

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

**104.03.08 Force Account**

*This entire subheading has been deleted.*

*The following subsection has been added:*

**104.04 CHANGES IN THE WORK**

**104.04.01 Change in Character of Work**

1. If the Contractor believes that a change directive by the contracting unit results in a material change to the contract work, the Contractor shall so notify the contracting unit in writing within 24 hours. 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 contracting unit 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 contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit 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 contracting unit prior to the Contractor performing the subject work. Contractor shall submit a proposed Change Order regarding entitlement to, or the amount or extent of, any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the change in question.
- (b) If the contracting unit 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 contracting unit 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.

#### **104.04.02 Change in Quantity**

1. The contracting unit 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 twenty percent (20%) 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 twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
3. For any minor change in quantity, the contracting unit 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 contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the contracting unit 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 contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80% 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."

#### **104.04.03 Change in Work**

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

The value of such extra Work shall be determined by one of the following means:

1. By estimate and acceptance in a lump sum.
2. By cost and percentage or by cost plus a fixed fee.

Under each of the above methods for establishing the value of extra Work, the construction overhead and profit factors shall be as follows:

- a. The Contractor is entitled to all identifiable direct job costs associated with Extra Work excluding sub Contractor's costs. For Extra Work not in excess of \$ 10,000 the Contractors may add up to ten percent (10%)

overhead factor to their identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a ten percent (10%) profit factor to their identifiable cost, plus overhead amount.

- b. As general policy, these overhead and profit factors may be accepted by Owners as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner must reserve its right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the ten percent (10%) overhead and ten percent (10%) profit indicated above.
- c. Cost increase in subcontracted work may be similarly handled and a prime Contractor may add up to ten percent (10%) to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservations for rights shall apply.
- d. For Extra Work in the amount of \$10,000 to \$100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements. Federally funded projects will be governed by Federal Regulations.

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

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, They shall give written notification to the Owner within forty-eight (48) hours after the receipt of such instructions by certified mail, return receipt requested. In any event, before proceeding to execute the Work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim.

If the Contractor shall claim compensation for any alleged damages sustained by reason of acts of the Owner or its agents, the Contractor shall immediately notify the Owner so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Owner a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be entitled to payment unless a hereinbefore specified.

#### **104.04.04 Underground Facilities**

- A. **Contractor's Responsibilities:** Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
  - 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
  - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. **Notice by Contractor:** If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by subheading 105.02.09), notify Owner and Engineer in writing regarding such Underground Facility.
- C. **Engineer's Review:** Engineer will:
  - 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;



2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- D. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- E. **Owner's Statement to Contractor Regarding Underground Facility:** After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- F. **Early Resumption of Work:** If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

**G. Possible Price and Times Adjustments**

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of subheading 104.04.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of subpart 103.11.B and 103.11.C; and
  - c. Contractor gave the notice required in subpart 104.03.03.A.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this subpart 104.04.04.G.

## SECTION 105 – CONTROL OF WORK

### 105.01 AUTHORITY OF THE DEPARTMENT

*The heading and entire text of this subsection is deleted and replaced with the following:*

### 105.01 AUTHORITY OF THE OWNER

The Owner, acting through the Engineer, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the drawings, specifications and other contract documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

#### 105.01.01 Access to Work

Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that They may comply with such procedures and programs as applicable.

#### 105.01.02 Inspection of Work

The Owner shall have the right to inspect all materials and Work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection.

If the specifications, the instructions of the Owner, laws, and ordinances of any public authority require any Work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection. If the inspection is by an authority other than the Engineer, the Contractor shall advise the Owner of the date fixed for such inspection. Inspections shall be made promptly and, where practicable, at the source of supply.

No work shall be covered up before proper inspection, approval and certificates, if required, are issued. Should any Work that is designated for inspection be covered up without approval or consent of the Engineer, it must be uncovered by the Contractor at Their expense when examination is ordered by the Owner.

Re-examination of questioned Work must be ordered by the Owner by a written order, and if found not in accordance with the Contract Documents, the Contractor shall pay the cost of re-examination and replacement. The Owner shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the Work caused by other contractors. The Owner shall bear the cost of re-examination and replacement only when Work is found to be in accordance with the Contract and the Engineer orders the re-examination and replacement by written order.

The inspection of the Work shall not relieve the Contractor of any of Their obligations under the Contract.

#### 105.01.03 Responsibilities of the Owner

The Owner shall be responsible for the ownership of lands and buildings upon which the proposed Work is to be constructed. The Owner shall not be responsible for lands used for storage of the Contractor's equipment other than that designated on the subject site.

#### 105.01.04 Engineer's Status During Construction

##### A. Visits to Site

1. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work

is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous observations on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

2. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in subpart 105.01.04.B. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**B. Engineer's Authority**

1. Engineer has the authority to reject Work in accordance with subsections 106.05 and 106.08.
2. Engineer's authority as to Submittals is set forth in subsection 106.11.
3. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in subsection 105.12.
4. Engineer's authority as to changes in the Work is set forth in subsection 104.03.
5. Engineer's authority as to Applications for Payment is set forth in subsection 109.02.

**105.02 RESPONSIBILITIES OF CONTRACTOR**

*This subsection is supplemented as follows:*

**Contractor's Means and Methods of Construction**

Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

**105.02.02 Contractor's Supervision and Superintendence**

*This subheading is supplemented as follows:*

Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

It is mandatory that the superintendent be present at the Pre-Construction meeting and subsequent project status meetings.

*The following subheading is added:*

**105.02.07 Character of Workmen**

None but skilled foremen and workmen shall be employed on Work requiring special qualifications. When requested in writing by the Owner, the Contractor shall discharge any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate incompetent or otherwise objectionable.

The Contractor shall save the Owner harmless for damages of claims for compensation that may occur in the enforcement of this requirement.

*The following subheading is added:*

#### **105.02.08 Protection of the Work**

The Contractor shall be responsible for the protection of all Work until its completion and final acceptance, and They shall, at Their own expense, replace damaged or lost material, or repair damaged parts of the Work, and the Contractor and Their sureties shall be liable therefore. They shall take all risks from floods and casualties and shall make no claim for damages for delay from such causes. They may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

*The following subheading is added:*

#### **105.02.09 Emergencies**

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner is hereby permitted to act at Their own discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of emergency Work shall be determined by agreement or arbitration.

Emergencies may arise during the progress of the Work which may require special effort or require extra shifts of workers to continue the Work beyond normal Working hours. The Contractor shall be prepared in case of such emergencies, from whatever cause, to do all necessary Work promptly.

The Contractor shall file with the Owner the names, addresses, and telephone numbers/beepers of Their agents who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

*The following subheading is added:*

#### **105.02.10 Protection of Persons and Property**

The Contractor shall adopt every practical means to minimize interference with traffic and inconvenience, discomfort, or damage to the public. Unless otherwise expressly specified, the Contractor shall prevent injury to all other structures, public and/or private lawns, gardens, shrubbery and trees encountered in the Work; and shall save the Owner harmless from damages for any injury done to structures or to property during the course of the Work.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. They shall erect and properly maintain all necessary safeguards for the protection of Workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, well holes, elevator hatchways, scaffolding, roof openings, window openings, stairways and falling materials.

**The Contractor shall procure written approval from the respective property owners prior to use in the event any other lands are used for storage or staging purposes. A copy of the approval is to be provided to the Owner. Written acceptance of conditions of said land by the property owner must be provided with request for final payment.**

*The following subheading is added:*

#### **105.02.11 Damage to Persons and Property:**

In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers, boards, commissions, employees and agents (including the Engineer) against and from any and all claims, demands, causes of action, suits and proceedings, regardless of the merits of the same and from damages (including damages to the Owner's property), liability, costs or expenses of every type, all or any part thereof which arise by reason of any injury to any person or persons, including death or property damage, resulting from

any act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by either of them in the prosecution of any Work included in the Contract.

*The following subheading is added:*

#### **105.02.12 Materials Services and Facilities**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, all other facilities including water, gas and electric services and all costs and expenses of every kind necessary for the execution, completion and delivery of the Work within the specified time.

*The following subheading is added:*

#### **105.02.13 Plans and Specifications**

The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used, but only with the concurrence of the Engineer. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels or grades, walks, driveways or other existing conditions before executing any Work.

It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions, visit and project site and acquaint Themself with all conditions, and call to the attention of the Engineer any discrepancy, error, omission or inconsistency that may exist in the plans or specifications, or between the plans and specifications, of any conflict between existing conditions and requirements of the plans and specifications. The execution of Work in accordance with the plans, specifications or other instructions will be considered as evidence that the Contractor is thoroughly familiar with the true intent of the plans, specifications or other instructions. Extra orders will not be issued to cover any cost, loss or expense for additional labor or material required to rectify any discrepancies discovered or reported to the Engineer after the execution of the Work, unless the term "discrepancies" should include errors in structural, mechanical or electrical design as determined by the Engineer.

### **105.04 PLANS AND SPECIFICATIONS**

*This entire subsection is deleted and replaced with the following:*

The Contractor will be furnished with three (3) sets of Plans and Contract Documents & Specifications. It is the responsibility of the Contractor to acquire at Their own cost a copy the *NJDOT Specifications* which is available from the New Jersey Department of Transportation website. One copy of the Plans and Specifications furnished to the Contractor shall be kept constantly at the site of the Work. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans, and all Work and materials necessary for the completion of the Work according to the intent and meaning of the Contract Documents, shall be furnished, performed, and done, as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the Plans and Specifications, or any discrepancy between the figures and scale of drawings shall be submitted in writing by the Contractor to the Engineer, whose decision thereon shall be conclusive. In case of conflict or inconsistency, the more stringent and demanding requirement will be interpreted and payment rendered accordingly.

The specifications and drawings are intended to be explanatory of each other. Work specified on the drawings and not in the specifications or vice versa, shall be executed as if specified in both. Should it appear that the Work to be done or matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, the Contractor shall contact the Engineer for Their decision.

In the event the meaning of any portions of the Specifications or Drawings or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

The Engineer will make all necessary explanations as to the meaning and intent of the Plans and Specifications and shall give all orders contemplated therein or thereby or in every case in which a difficult or unforeseen condition shall arise in the performance of the Work.

The Table of Contents, titles, headings, running headlines and marginal notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

All materials and workmanship shall be strictly in accordance with the Plans and Specifications.

The plans show the approximate size, arrangement and location of the Work. During construction, exact lines, grades, shapes, and dimensions will be established, and the Contractor shall construct the Work exactly in accordance therewith, subject however to changes as provided for in **Changes In Plans And Specifications And Extra Work**.

The figures shown on the Plans after the word "elevation", or abbreviation of it, shall mean the distance in feet above the datum adopted by the Engineer. If the Contractor has any doubt or question as to such datum, They shall ascertain the datum being used, from the Engineer.

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions or conflicts in the contract documents or in the Engineer's field work, They shall immediately inform the Engineer. The Engineer shall promptly review the matter and if They find an error, omission or conflict has been made They shall determine the corrective actions and advise the Contractor accordingly. If the Corrective Work associated with an error or omission increases or decreases the amount, the Owner shall issue an appropriate change order. After discovery of an error or omission by the Contractor, related Work performed by the Contractor shall be done at Their risk unless authorized by the Engineer.

Any errors or omissions in the Plans and Specifications may be corrected by the Engineer, when such corrections are necessary for the proper fulfillment or their intentions as construed by Them.

Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be provided whether or not specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

The Drawings show the sizes, materials, elevation and locations of underground and exposed utilities, structures and other physical features, upon which Engineer has relied in the preparation of the Drawings and Specifications, and which have been determined from the best available information, by actual surveys or furnished and taken from the records of utility companies and drawings of existing facilities. Neither Owner nor Engineer assumes responsibility for the possibility that utilities, structures and objects other than those shown on the Drawings may be encountered or that actual sizes, materials, elevations and locations may be different from those shown. It is the Contractor's sole responsibility to coordinate all conflicts with utilities. Neither the Owner nor Engineer will assume any liability for conflicts, delays, damages, or other impacted costs arising out of conflicts with utilities or coordination problems with utilities.

Where detailed information may be required for the Work, Contractor shall, at Their expense, furnish all labor, tools, equipment and all other items and do whatever is necessary to verify and substantiate the conditions and to definitely establish the information required. Because of the nature of the Work, minor adjustments may be required in the Work to meet existing conditions. Contractor shall make such adjustments at no additional cost to Owner.

The Drawings indicate the extent and general arrangement of the Work. Any proposed departures from the Drawings, deemed necessary by Contractor to accommodate the materials and equipment They propose to provide, shall be submitted to Engineer as soon as practical with complete details, designs, reasons for the departure and any other information Engineer may require. Departures from the Drawings without Engineer's approval are not permitted. All costs associated with proposed changes shall be borne by Contractor.

If any part of the Contract Documents is in conflict with the requirements of a public authority having jurisdiction over the Work, then the public authority's requirements shall govern. However, where the requirements of the Contract Documents exceed the public authority, then the Contract Document shall govern.

The organization of the Specifications into sections, and subsections, and the arrangement of the Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade,

or any individual Contractor in the case of multiple contracts. Whenever the provisions of the Contract Documents may conflict with any agreement or regulations of any kind in force among, members of any trade association, union or council which regulates or distinguishes that work shall or shall not be included in the work of any particular trade. Contractor shall make all necessary arrangements on Their own to reconcile any such conflict of provisions without recourse to Engineer or Owner.

#### **105.04.01 Plans and Specifications**

The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used, but only with the concurrence of the Engineer. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, levels or grades, walks, driveways or other existing conditions before executing any Work.

### **105.06 COOPERATION WITH OTHERS**

*The following subheading has been added:*

#### **105.06.01 Owner-Contractor Coordination**

Neither the Contractor nor the Owner shall make an alteration or variance in, addition to, or deviation or omission from the terms of this contract without the written consent of the other party.

##### **A. Service of Notice**

Notice, order, direction, request or other communication given by the Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of Their officers, clerks or employees or posted at the site of the Work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor.

##### **B. Suggestions to Contractor**

Plan or method of Work suggested by the Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner assumes no responsibility, therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

##### **C. Cooperation**

The Contractor agrees to permit entry to the site of the Work by the Owner's representatives or other contractors performing Work on behalf of the Owner. The Contractor shall afford to the Owner, other sub-contractors and their employees, reasonable facilities and cooperation and shall arrange Their Work and dispose of Their materials in such a manner as to not interfere with the activities of the Owner or others upon the site of the Work. The Contractor shall promptly make good any injury or damage that may be sustained by other contractors or employees of the Owner at Their hands. The Contractor shall join Their Work to that of others and perform Their Work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing Work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

##### **D. Claims**

1. **Determination by the Engineer:** Questions regarding meaning and intent of the contract documents shall be referred by the Contractor in writing to the Engineer for Their decision. The Engineer shall respond to the Contractor in writing with Their decision. If the Contractor disagrees with the Engineer's decision or considers

that the decision requires extra Work, They shall, within five (5) calendar days, notify the Engineer in writing of the disagreement or of the claimed extra Work involved and of the estimated cost of said Work.

**Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the workers of the Owner with regard to their Work shall be submitted to the Owner for Their decision in the matter. If the Work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Owner's consideration, a documented request for a change order.**

*The following subheading has been added:*

#### **105.06.02 Other Work at Site**

##### **A. Other Work**

In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

##### **B. Coordination**

If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.



C. Legal Relationships

If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of subsections 104.03 and 104.04.

Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Subpart 105.06.02.C.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## 105.08 ENVIRONMENTAL PROTECTION

*The following subheading has been added:*

### 105.08.01 Hazardous Environmental Conditions at Site

A. **Reports and Drawings:** The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. **Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such

reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in subsection 101.03. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by subheading 105.02.09); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by subpart 104.05.02.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of subsections 103.10, 103.11, and 104.03.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in subsection 104.03. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with 105.06.02.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration,

or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to subpart 104.05.02.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of subsections 104.03.03 and 104.03.04 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

*The following subsection is added:*

#### **105.11 OBSTRUCTIONS ENCOUNTERED**

The Drawings show certain information, which has been obtained from various sources regarding various Obstructions, which exist at the location of the Project both below and at the surface of the ground. The Owner and the Engineer expressly disclaim all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing Obstructions, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information being shown only for the convenience of the Contractor, who shall verify the information to Their own satisfaction.

The provision of this information within the Contract Drawings does not relieve the Contractor of Their obligation to support and protect existing infrastructure during the Construction of the Work, and to make good all damages caused by construction activities, as provided in these Specifications.

*The following subsection is added:*

#### **105.12 DELEGATION OF PROFESSIONAL DESIGN SERVICES**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this subpart 105.12.E, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this subpart;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **SECTION 106 – CONTROL OF MATERIAL**

### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

*The following subpart has been added*

#### **106.01.01 Compliance with Specifications of Materials**

Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Whenever the words “AS MAY BE DIRECTED,” “SUITABLE,” “OR EQUAL,” “AS APPROVED,” or other words of similar intent and meaning are used implying that judgment, discretion or decision is to be exercised, it is understood that it is the judgment, discretion of decision of the Engineer to which reference is made. All materials and articles of any kind necessary for the Work are subject to the approval of the Engineer.

The Contractor will be held to furnish under Their base bid all Work as specified except as the Specifications may be modified prior to the opening of the bids by addenda and/or written approvals of equal items of equipment or material as provided for in the Instructions to Bidders. After execution of the Contract, changes of brand names, trade names, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Engineer.

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

*The heading and entire text of this subsection is deleted and replaced with the following:*

#### **106.05 INSPECTION AND TESTING OF MATERIALS**

All equipment and materials used in the construction of project, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing, in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended as determined by the Engineer.

The performance of tests and the engagement of the testing laboratory or agency must have the prior approval of the Engineer.

#### **106.05.01 Material, Equipment and Workmanship**

##### **106.05.01.01 General Quality**

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the Work within the specified time. Material and equipment shall be new and of a quality equal to that specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, or to thoroughly demonstrated improvements in design or in materials of construction.

Construction Work shall be executed in conformity with the standard practice of the trade. Equipment shall meet all OSHA, F.M. Standards and be U.L. listed.

#### **106.05.01.02 Quality in Absence of Detailed Specifications**

Where the contract requires that materials or equipment be provided or that construction Work be performed and detailed specifications of such materials, equipment or construction Work are not set forth, the Contractor shall perform the Work using materials and equipment of the best grade in quality and workmanship obtainable in the market, from firms of established good reputations, and shall follow standard practices in the performance of construction Work. The Work performed shall be in conformity and harmony with the intent to secure the standard of construction equipment of Work as a whole and in part.

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Engineer shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

#### **106.05.01.03 Guarantee**

For a period of two (2) years commencing on the date of final acceptance of the Work complete, the Contractor shall upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In the case of an emergency, where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall charge to the Contractor.

For the purpose of this paragraph, "acceptance of the Work" shall mean the acceptance of the Work or a portion of the Work by the Owner. "Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until They have been fulfilled.

The Owner and the Contractor agree that guarantee on the Work possessed and used by the Owner in accordance with general provisions section shall commence on the date that the Owner takes possession of the equipment and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use shall not be deemed as completion or acceptance of any part of the Work. Takeover of Work shall be at the Owner's option and will not be made until the Work can be put into routine service on a permanent basis.

### **106.08 UNACCEPTABLE MATERIAL**

*The following subpart has been added*

#### **106.08.01 Defective Work**

**Contractor's Obligation:** It is Contractor's obligation to assure that the Work is not defective.

**Engineer's Authority:** Engineer has the authority to determine whether Work is defective, and to reject defective Work.

**Notice of Defects:** Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

**Correction, or Removal and Replacement:** Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

**Preservation of Warranties:** When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

**Costs and Damages:** In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the observation, inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Section 109.

**A. Correction of Defective Work**

When and as often as the Engineer determines through Their observation procedures, material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the Engineer shall give written notice of the non-compliance to the Contractor. Within five (5) days from the receipt of such notice, the Contractor shall undertake the Work necessary to correct the deficiencies, and to comply with the contract. If the Contractor disagrees with the Engineer's determination and believes that the corrective Work should be covered by a change order, They shall immediately notify the Owner, in writing, setting forth Their position. Within five (5) days after receipt of the Contractor's notification, the Owner will review the matter and notify the Contractor, in writing, of its determination. If the Owner determines that the corrective Work is required to comply with the contract, the Contractor shall proceed with such Work. As a condition precedent to the Contractor's request for either additional compensation or time extension, or both, resulting from the performance of such corrective Work, the Contractor shall, within fifteen (15) calendar days after receipt of the Engineer's determination, notify the Engineer in writing of Their intent to claim additional compensation, time or both. The Contractor shall document the cost information associated with the corrective Work with daily records and shall provide such information to the Engineer monthly. Receipt of the cost data by the Engineer shall not be construed to be an acceptance of the corrective Work or an authorization for a change order to cover the corrective Work.

**B. Retention of Defective Work:**

Prior to acceptance of the project, the Owner may, at its option, retain Work which is not in compliance with the contract if the Engineer determines that such defective Work is not of sufficient magnitude or importance to make the Work dangerous or undesirable. The Owner also may retain defective Work if in the opinion of the Engineer removal of such Work is impractical or will create conditions which are dangerous or undesirable. Just and reasonable value for such defective Work shall be judged by the Owner and appropriate deductions shall be made in the payments due or to become due to the Contractor. Final acceptance shall not act as a waiver of the Owner right to recover from the Contractor an amount representing the deduction for retention of defective Work.

**C. Uncovering Work:**

Engineer has the authority to require additional observation, inspection, or testing of the Work, whether or not the Work is fabricated, installed, or completed.

If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Section 109.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

D. Owner May Correct Defective Work:

If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

In exercising the rights and remedies under this subpart, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this subpart.

All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this subpart will be charged against Contractor as set-offs against payments due under Section 109. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this subpart.

E. Guarantee

For a period of two (2) years commencing on the date of final acceptance of the Work complete, the Contractor shall upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In the case of an emergency, where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall charge to the Contractor.

For the purpose of this paragraph, "acceptance of the Work" shall mean the acceptance of the Work or a portion of the Work by the Owner. "Acceptance of the Work" shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until They have been fulfilled.

The Owner and the Contractor agree that guarantee on the Work possessed and used by the Owner in accordance with general provisions section shall commence on the date that the Owner takes possession of the equipment and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use shall not be deemed as completion or acceptance of any part of the Work. Takeover of Work shall be at the Owner's option and will not be made until the Work can be put into routine service on a permanent basis.

## 106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

*This subsection is deleted and replaced with the following:*

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. **"Or-Equal" Items:** If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this subsection, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:



- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

**2. Substitute Items:**

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under sub-part 106.09.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in sub-part 106.09.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
  - 5) Engineer may require Contractor to furnish additional data about the proposed substitute item.

**Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in sub-part 106.09.2.

**Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this subsection. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to sub-parts 106.09.2 and **Substitute Construction Methods or Procedures**. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

*The following subsection has been added:*

## **106.11 SUBMITTALS**

### **Shop Drawing and Sample Requirements**

Before submitting a Shop Drawing or Sample, Contractor shall:

1. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
2. determine and verify:
  - a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
  - b. the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
3. confirm that the Submittal is complete with respect to all related data included in the Submittal.

Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

### **Submittal Procedures for Shop Drawings and Samples:**

Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
  - a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by **Engineer's Review of Shop Drawings and Samples** below.
2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by **Engineer's Review of Shop Drawings and Samples** below.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

#### **Engineer's Review of Shop Drawings and Samples**

Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of subpart **Shop Drawing and Sample Requirements** and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of subparts **Shop Drawing and Sample Requirements** and **Submittal Procedures for Shop Drawings and Sample**.

Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of this subpart.

#### **Resubmittal Procedures for Shop Drawings and Samples**

Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

**Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs**

The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

1. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
2. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
3. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
4. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth subsection 103.09, and 103.10.

## SECTION 107 – LEGAL RELATIONS

### 107.01 LEGAL JURISDICTION

#### 107.01.01 Applicable Law

*This subheading is supplemented as follows:*

In the execution of the Contract, the Contractor shall observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the Contract, including but not limited to Labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting Them or Their employees or Their work hereunder in Their relations with the Owner or any other persons, and also all laws; codes and ordinances controlling or limiting the Contractor while engaged in executing the Work under the Contract.

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the Labor laws and other laws of the state in which work is being executed, including but not limited to:

- A. **Davis-Bacon and NJ Prevailing Wage Act.** All laborers and mechanics employed by contractors or subcontractors in the performance of construction work relative to a construction contract in excess of \$2,000.00 financial in whole or in part with NJIB grants or loans shall be paid wages at rates not less than those prevailing on similar construction. The Davis-Bacon Act, as amended (40 USC 276(a)-et seq.), applies to the rehabilitation of residential property only if such property is designed for residential use for eight or more families.
- B. **Copeland Act.** The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. Contractors and subcontractors are required to submit appropriate weekly compliance statements and payrolls to the grantee.
- C. **Contract Work Hours and Safety Standards Act.** The Contract Work Hours and Safety Standards Act (40 USC 327-333) provides that laborers and mechanics shall receive compensation at a rate not less than one and one-half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week. In the event of violations, the contractors or subcontractor shall be liable to any effected employee for Their unpaid wages as well as to the United States for liquidated damages.

### 107.11 RISKS ASSUMED BY THE CONTRACTOR

*This subsection is supplemented as follows:*

The Contractor shall, in furtherance of the above paragraphs, but not by way of limitation, at the Contractor's expense, provide suitable drainage for the Project and erect such temporary structures where necessary to protect the Work from damage. The Contractor shall assume the risks for failure to take such actions.

In case of suspension of the Work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project, provide for drainage, and shall erect any necessary temporary structures, signs, or other facilities. During such period of suspension of the Work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury. If ordered by the Engineer, the Contractor shall properly store, during such suspension of the Work, materials which have been partially paid for or furnished by the Department. The Department will be entitled to the possession of such materials, and the Contractor shall promptly return the same to the Project site when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization. The Contractor shall be responsible for the loss of or damage to such materials.

*The following subsection has been added:*

#### **107.18 PENALTIES FOR FALSE STATEMENTS**

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding six (6) months, or both. (N.J.S.A.40A:11-34)

*The following subsection has been added:*

#### **107.19 FORFEITURE OF DEPOSIT IN CERTAIN CASES**

A deposit made by any person who makes or causes to be made a false, deceptive or fraudulent statement or answers in response to a questionnaire or in the course of a hearing hereunder may be caused to be forfeited, as liquidated damages by and to the contracting unit. (N.J.S.A.40A:11-33)

## SECTION 108 – PROSECUTION AND COMPLETION

### 108.01 SUBCONTRACTING

*The following is added before the first paragraph:*

There are no Specialty Items in this Project.

### 108.02 COMMENCEMENT OF WORK

*This subsection is supplemented as follows:*

Construction operations shall not begin until the Contractor has supplied, and the Engineer accepted, the preliminary schedule and other certifications, forms, schedules and any other information required by the Contract Documents.

### 108.07 TRAFFIC CONTROL

#### 108.07.02 Changes to the Traffic Control Plan (TCP)

*The heading and entire text of this subpart is deleted and replaced with the following:*

#### 108.07.02 Traffic Control Plan (TCP)

The TCP provides for the treatment of conditions caused by or encountered during the Work on the Project. The Work shall be performed according to the TCP.

The TCP shall be a stand-alone document and shall not be reliant on any ancillary conditions or circumstances relative to the Project site. It is the Contractor's sole responsibility to implement the TCP. The TCP shall not be the original plan detail or a subsequent modification as proposed by the Contractor unless specifically adopted by the Contractor, in writing, and the Contractor provides detailed information as to how the original or modified original plan will support its operation with the Engineer's approval. The TCP shall be based on the requirements provided in the current Manual on Uniform Traffic Control Devices (M.U.T.C.D.). The contractor shall work in accordance with the provisions of the traffic control or detour plan and shall only deviate from the plan if approved by the Engineer.

Thirty days before the start of Work, the Contractor shall submit written TCP operations to the Engineer for acceptance. Prior to the commencement of the work and before any equipment or materials are moved to the site, a meeting shall be scheduled by the Engineer at which the Contractor and the traffic control coordinator and such other person(s) who will be actively in control of the Project and who will be on the site during the prosecution of the work shall be present, together with the Owner's Engineer, the Police Chief and the Fire Chief or their authorized representatives. At this meeting, the TCP shall be discussed for the control and protection of traffic, detour routes including signage and time when the routes may be in use. The Engineer will review and approve the TCP with reasonable promptness for conformance with the Contract Documents. The Engineer's approval of the TCP does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor does the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the TCP. The TCP shall detail the means of traffic control for all aspects of the Contractor operations. The TCP shall be signed and bear the embossed seal of a Professional Engineer licensed to practice in the State. The TCP shall identify any contingencies or foreseen problems and address remedial actions. Subsequent changes to the TCP during the progress of the Work to accommodate actual or unforeseen project conditions shall be submitted and approved as specified above.

## **108.11 MODIFICATIONS TO CONTRACT TIME**

*This subsection is deleted and replaced with the following:*

### **108.11.01 Extension of Time**

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the Work herein specified to be done whenever, in the opinion of the Engineer, it may be necessary or expedient for the Owner so to do. And, if the Contractor be delayed in the completion of the Work by any act or neglect of the Owner, or any other Contractor employed by the Owner, or by changes in the Work, or by strikes, lockouts, fire, unusual delay by carriers, unavoidable casualties, or any cause beyond the Contractor's control or by any cause which the Engineer shall decide to justify the delay, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the Work, the same to be ascertained by the Engineer and a similar allowance of extra time will be made for such other delays as the Engineer may find to have been caused by the Owner. No such extension shall be made for any reason unless within ten (10) days after the beginning of such delay, a written request for additional time shall be filed with the Owner.

### **108.11.02 Compensation for Time Extension**

The Owner, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual costs to the Owner of engineering, inspection, general supervision and overhead expenses which are directly chargeable to the Work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

## **108.12 RIGHT-OF-WAY RESTRICTIONS (ROW)**

*The following subpart is added:*

### **108.12.01 Right-Of-Way Information and Delays**

The Contractor shall obtain from the Engineer all information regarding ROW Parcels and Easements acquired for the Project as well as the nature and type of title acquired. The Contractor shall make periodic requests for updates to this information during the course of the Contract.

The Contractor shall not enter an Easement until the Resident Engineer provides written notice to the property owner. The Contractor shall provide written notice to the Resident Engineer, 30 calendar days prior to entering a particular Easement or right, which is lesser than a fee interest. The Contractor shall make no claim for delays by reason that entry upon an Easement or right which is lesser than a fee interest is conditioned upon notice or is limited in duration; the Contractor is required to schedule accordingly and take such limitations into account when planning performance of the Work.

Temporary Easements and/or temporary construction rights will in most cases contain a limitation as to the length of time that they are extant. The Contractor shall schedule the Work pursuant to Subsection 108.04 so as to accommodate the particular time limitations of an Easement or right which is lesser than a fee interest as reflected on the ROW plans. The Contractor shall provide a written request to the Engineer that the Department procure an extension from the owner of a particular temporary easement or right, which is lesser than a fee simple interest, so as to enable the Contractor to continue occupancy of or re-enter same in the future, beyond the initial time period set forth in the respective property description prior to the expiration thereof.

Where the Contractor fails to complete the work within an area of a temporary easement or right lesser than a fee interest during the time allowed under the property description, by reason of the Contractor's own fault; the Contractor shall reimburse the State for the sum payable to the owner of the underlying fee interest for the extended period of occupancy use. The Resident Engineer may deduct an amount equal to such payments from the monthly estimate of the Work performed after providing 30-day written notice to the Contractor of such action, including a breakdown of the costs sought or to be sought by reason of the delay in timely vacating a temporary easement or right lesser than a fee interest.



### **108.13 SUSPENSION OF WORK**

*This subsection is deleted and replaced with the following:*

1. The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (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 contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit'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 ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, 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 contracting unit. 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 subpart 108.13.2. of this subsection, the contracting unit 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 contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
  - (b) If the contracting unit 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 contracting unit 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 contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

The Owner may, at its convenience and at any time and without cause, suspend, delay or interrupt all or any part of the Work for a period of not more than 90 days by notice in writing to the Contractor. The Owner shall fix the date on which the Work shall be resumed.

### **108.15 TERMINATION OF CONTRACT**

*This subsection is deleted and replaced with the following:*

#### **A. Termination by Owner for Default:**

The Owner may terminate the contract upon seven (7) days written notice to the Contractor by certified mail, return receipt requested and Their surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, the contract obligations or is in violation of any provisions or covenants of the contract.

For purposes of this paragraph, the Contractor shall be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for Contractor or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to sub-contractors or others for labor, materials or equipment.

6. If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
7. If Contractor disregards the authority of Owner's Representative.
8. If Contractor violates in any substantial way the provisions of the contract documents by failing, neglecting or refusing to proceed according to and in full compliance with the provisions and covenants of the contract documents.

After termination of Contractor for default, the Owner may exclude the Contractor from the site and take possession of the Work. The Owner may incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor, but which are stored elsewhere. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If the unpaid balance of the contract price exceeds the direct and indirect cost of the completed Work, including compensation for additional professional service, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be verified by the Engineer and incorporated into a change order, but in finishing the Work, the Owner will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way; the termination shall then be deemed to have been affected for the convenience of the Owner. In that event, any adjustment of compensation to Contractor shall be in accordance with 108.15.B.

**B. Termination by Owner for Other Than Default:**

The Owner may, without prejudice to any other remedy it may have under the provisions of the contract, terminate this contract, in whole or in part, at any time by giving written notice to Contractor or its representative by certified mail, return receipt requested. Termination shall be effective upon receipt of such notice by Contractor. Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for reasons other than default of Contractor, Contractor shall be entitled to recover all reasonable costs incurred in connection with performance of the Work, plus any cost and expense reasonable and necessarily incurred in connection with such termination, plus a percentage of the profit based on the percentage of completion of the Work.

**C. Termination of Contractor:**

If the Work is stopped by order of a court, public authority or the Owner for a period of 90 calendar days or more through no act or fault of the Contractor, anyone employed by Them or Their subcontractors, then the Contractor may terminate the contract ten (10) calendar days after written notice to the Owner by certified mail, return receipt requested.

**108.19 COMPLETION AND ACCEPTANCE OF WORK**

*This subsection is deleted and replaced with the following:*

Upon Completion of the Work, or a portion thereof, the Contractor shall so notify the Engineer in writing. Upon receipt of the notification, the Engineer will promptly, by personal observation, determine the actual status of the Work in accordance with the terms of the contract. If They find materials, equipment or workmanship which does not meet the terms of the contract, They shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective Work by the Contractor, the Engineer shall notify the Owner that the Work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the Owner. Upon acceptance of the Work, the Owner

shall immediately file a notice of completion. The conditions of guarantee shall commence on the date that the Owner files a notice of completion.

**108.20 LIQUIDATED DAMAGES**

*This subsection is supplemented as follows:*

Refer to Special Provisions

## SECTION 109 – MEASUREMENT AND PAYMENT

### 109.01 MEASUREMENT OF QUANTITIES

*This subsection is deleted and replaced as follows:*

All work completed under the Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the Proposal. Whenever requested by the Engineer, the Contractor shall provide the necessary capable assistance together with suitable facilities for weighing, measuring or otherwise determining the quantities of materials used in the Work.

#### A. Before and During Construction

All dimensions shall be obtained or verified by the Contractor for the accommodation of equipment and/or materials furnished by the Owner and/or the Contractor and installed by the Contractor. Dimensions on the drawings indicate nominal sizes under ideal conditions and shall not under any circumstances be so concerned as to relieve the Contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

#### B. After Construction

All work completed under this Contract will be measured for payment by the Engineer according to United States standard measures.

#### C. Adjustment of Estimated Quantities

The quantities shown are approximate only, and the Owner reserves the right to increase or decrease them at the unit price bid. Such change, however, will be only upon the written order of the Engineer. The Owner reserves the right to omit any items in the Proposal if deemed to the best interest of the Owner to do so.

#### 109.01.01 Lump Sum Items

Lump sum prices submitted in the Bid Proposal shall constitute full compensation for all Work shown on the Plans and required by these specifications and any other incidental work in the Contract Documents. Measurement and payment for all bid items included as Lump Sums shall include the cost of all labor, materials, and equipment necessary to furnish, install, clean, test, and place each item into operation. No item of Work that is required by the Contract will be paid for outside of or in addition to the prices submitted for Lump Sum Prices.

All Work of incidental nature or necessary to complete the fully functional use of Lump Sum Items, not specifically set forth in the Bid Proposal as a pay Item, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therefore shall be included in the Lump Sum Prices named in the Bid Proposal.

Any Work not specifically called for or set forth in the Bid Proposal as part of Lump Sum items, but which is considered necessary for the proper execution of the Work, shall be considered an obligation of the Contractor in furnishing such labor, equipment, materials, and appurtenances for the satisfactory completion of the Contract, and no separate payment will be made. Such work shall include, but not necessarily be limited to: inspection surveys; working and shop drawing preparation and submittals; removal and disposal of unsuitable materials; demolition; providing operation and maintenance manuals; testing; materials and equipment required for testing; conforming to all requirements of necessary project permits and obtaining same; startup services of factory trained service engineers; compliance with all other general requirements and industry standards; and all Work required by the specifications.

Pricing for all work included in the Contract Drawings and in the Specifications not covered by another bid item, shall be included in lump sum pricing.

The Total Contract Price shall constitute full compensation of all Work for the sum of Bid Items as required by and in accordance with the Contract Documents.

Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit or lump sum prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

Any materials sampling and laboratory testing required in order to load, transport and dispose of regulated, non-hazardous or hazardous substances, materials or wastes in accordance with Federal, State, County, Local and facility laws, rules, and regulations are the sole responsibility of the Contractor.

The cost for any additional testing shall be included in the Contractor's overall Bid Price. Measurement and payment for materials sampling and testing of various types will not be made; the cost(s) therefore to be included in the cost for the disposal of the various materials.

#### **109.01.02 Unit Cost Items**

In the case of unit price Items, payment will be on the basis of actual quantities provided and accepted.

Brief general descriptions of the various components of the work, and the contract price items to which such work is applicable, are set further in the sections which follow.

All unit prices bid shall be applied toward adjusting the total contract price as a result of quantity changes which may be made from those shown in the Drawings or specified and ordered by the Engineer. The same classes of work as may be covered under such unit price adjustment items may also be shown on the Drawings and/or specified and included in the scopes of work under one or more major lump sum payment contract items as components of the work included in said lump sum items. All work shall be paid for only once, and any work included under a lump sum item shall not be paid for again under a unit price item.

Approximate quantities for the adjustment unit price items are stated in the Bid in order to obtain balanced unit prices by bid and to establish a total contract base bid as a basis for comparison of same and award of contract. Payment for work performed under unit price items (not including work of the same class paid for under lump sum items) will be on the basis of actual quantities furnished and installed and accepted by the Engineer. The same unit prices shall be applied as deductions from the total contract price in the event that quantities are less than indicated on the Drawings and/or specified.

#### **109.01.03 Allowances**

It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

Allowances as indicated in the Bid Form, are considered provisional amounts to be used only if needed. Allowances are exclusive of work indicated in the Contract Documents for which payment is included under other items on the Bid Form. No work may be performed under an allowance without prior written approval from the Owner.

Any unused balance of the allowances shall revert to the Owner upon completion of the project. Prior to final payment, the original amount provided for allowances shall be adjusted to the actual costs by deductive Change Order, adjusting the contract price, accordingly.

The Contractor shall make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any unexpended portion of the allowances.

The Contractor is to include time for allowance work in the construction schedule. No adjustment of Contract Time shall be allowed for any work performed under allowance items.

Unless otherwise indicated in the specific measurement and payment provisions under allowance items, the measurable and allowable costs for work performed under an Allowance item shall be limited to the actual, demonstratable, and direct costs associated with that Allowance item. Shipping and sales tax are allowable costs. No mark-up for overhead or profit shall be included for payment under an Allowance account item. Overhead and profit shall be included in the contract base bid or allocated across other bid items.

Work authorized by the Owner under an allowance may be performed as a lump sum (negotiated before the fact), unit prices (when applicable), or time and material. For work performed under time and material, Contractor shall submit detailed verification (break-down) of all costs, in accordance with 109.02.02, subject to the approval of the Engineer or the Owner.

## **109.02 SCOPE OF PAYMENTS**

*This subsection is deleted and replace with the following*

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, plants, supplies and equipment and for performing and maintaining all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, until its final acceptance by the Owner after duration of the maintenance period, and for all risks of every description connected with prosecution and maintenance of the Work, also for all expenses incurred by, or in consequence or, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for any infringement of patent, trademark or copyright and for completing the Work and the whole thereof, in an acceptable manner according to the Contract Documents. The payment of any current or final estimate, or of any retained percentage, shall in no way or degree, prejudice or affect the obligation of the Contractor at Their own cost and expense, to repair, correct, renew or replace any defects and imperfections, in the construction of, in the strength of, or quality of materials used in or about the construction of the Work under contract and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the Work or during or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure to do so.

### **109.02.01 Partial Payments**

Payment will be made for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit prices bid for same, and under supplemental agreements, if any, at the prices or price stipulated.

Percentages of the amount due, in accordance with the contract, including that for extra work, according to the monthly invoices, will be approved for payment within fifteen (15) days following said approval. Thereafter, payments will be made in like manner monthly until the Work is completed.

If specifically contained within the contract between the Owner and Contractor, the Owner may provide, in the monthly progress payments, payment with respect to all materials stored at secured locations, subject to approval by the Engineer, which are suitable for use in the execution of the contract agreement, if the person providing the materials furnished releases of liens and invoices for the materials at the time each estimate of work is submitted for payment. The total of all the partial payments shall not exceed 90 percent of the cost of the materials until such time as the materials become an integral part of the project. Until such time as final acceptance of the project, the Contractor shall maintain, be responsible for and assume full liability for damages, destruction, theft, etc. of all materials furnished, supplied and stored on site.

The Contractor, before receipt of any certificate calling for payment, shall furnish the Engineer with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on Their part or Their agents in the prosecution of the work have been duly paid or so secured that no liability of any kind or character can attach to the Engineer or the Owner on account of any such claim.

The Engineer shall not be required to prepare or process for payment any current progress estimated whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum is the lesser.

The cash retainage being withheld from partial payments pending completion of the contract will be determined as follows:

1. The retainage will be two percent (2%) of the amount due on each partial payment, pursuant to P.L. 1979, c. 152 (C.40A:11-16.3).
2. For Total contracts less than \$100,000.00, the retainage will be ten percent (10%) of the amount on each partial payment.

Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to the requirements outlined above, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has

been completed as indicated. If the contracting unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.

#### **109.02.02 Extra Work Payment Procedures**

1. The contractor is entitled to all identifiable direct job costs associated with Extra Work excluding subcontractor's costs. For Extra Work not in excess of \$ 10,000 the contractors may add up to ten percent (10%) overhead factor to their identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a ten percent (10%) profit factor to their identifiable direct costs plus overhead amount.
2. As general policy, these overhead and profit factors may be accepted by Owners as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner must reserve its right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the ten percent (10%) overhead and ten percent (10%) profit indicated above.
3. Cost increase in subcontracted work may be similarly handled and a prime contractor may add up to 10 percent to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservations for rights shall apply.
4. For Extra Work in the amount of \$ 10,000 to \$ 100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements. Federally funded projects will be governed by Federal regulations.

#### **109.02.03 Payment Following Acceptance**

When the Work is completed and accepted by the Owner, a final certificate of the cost of the Work will be made by the Engineer, based upon the actual quantities of authorized work done, and when the final invoice is approved, the money due the Contractor for the performance of the Work, after deducting all previous payments, will be paid, provided, however, that all claims have been fully satisfied.

If specifically contained within the contract between the Owner and Contractor, the Owner may provide, in the monthly progress payments, payment with respect to all materials stored at secured locations, subject to approval by the Engineer, which are suitable for use in the execution of the contract agreement, if the person providing the materials furnished releases of liens and invoices for the materials at the time each estimate of work is submitted for payment. The total of all the partial payments shall not exceed 90 percent of the cost of the materials until such time as the materials become an integral part of the project. Until such time as final acceptance of the project, the Contractor shall maintain, be responsible for and assume full liability for damages, destruction, theft, etc. of all materials furnished, supplied and stored on site.

The Contractor, before receipt of any certificate calling for payment, shall furnish the Engineer with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on Their part or Their agents in the prosecution of the Work have been duly paid or so secured that no liability of any kind or character can attach to the Engineer or the Owner on account of any such claim.

The Engineer shall not be required to prepare or process for payment any current progress estimated whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum be the lesser.

Neither the acceptance by the Owner or the Engineer, nor any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the Owner for payment of money, nor any payment for, nor acceptance, or, the whole or any part of the Work by the Engineer or the Owner, nor any extension of time, nor any possession taken by the Owner or employees thereof, shall operate as a waiver of any portion of this Contract or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every remedy herein provided.

No person, firm or corporation other than the signer of this Contract as Contractor now has any interest hereunder, no claim shall be made or be valid and neither the Owner nor any of Their agents shall be liable for or be held to pay any money,

except as provided in this Contract. The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and Their agents.

**A. Conditions of Acceptance**

The Contractor shall notify the Engineer when the Project is completed. If the Project is not acceptable to the Engineer, They will advise the Contractor as to the particular defects to be remedied before final acceptance will be made.

The whole Work must have been furnished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.

This section is not to be construed to prevent the Owner from entering upon and using the whole or any portion of the Project that may be in condition for use at any time prior to the final acceptance by the Owner and such privilege is hereby given. The final inspection and acceptance will be made by the Owner when the Project is completed. The final inspection shall be attended by the Owner, Contractor, Engineer, and NJDEP.

Payments made to the Contractor before final acceptance, do not commit the Owner to acceptance of the Work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as They have knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**109.11 FINAL PAYMENT AND CLAIMS**

*This subsection is supplemented as follows:*

The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or part of the certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied.
2. Filed claims, or reasonable evidence indicating probable filing of claims.
3. Failure of any Contractor to make payments promptly to subcontractors or for material or labor.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When all the above grounds are removed, certificates will at once be issued for amounts withheld because of them.

*The following section has been added:*

**109.13 NEGOTIABLE BEARER BONDS**

As per N.J.S.A. 40A:11-16.1, in contracts having a total cost in excess of \$100,000.00, the Contractor may agree to the withholding of payments or may deposit with the contracting unit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to two percent (2%) of the amount due on each partial payment, or as provided by the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Owner. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate



currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the contracting unit.

*The following section has been added:*

## **SECTION 110 – CONTRACT MODIFICATION PROCEDURES**

### **110.01 SUMMARY**

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

### **110.02 PROPOSAL REQUESTS**

#### **110.02.01 Owner-Initiated Proposal Requests:**

The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications

Proposal Requests issued by the Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Only a Change Order or a Construction Change Directive authorizes Contractor to proceed with a proposed change.

Within time specified in Proposal Request ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Include costs of labor and supervision directly attributable to the change.

Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

#### **110.02.02 Contractor-Initiated Proposals**

If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Engineer.

Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Include costs of labor and supervision directly attributable to the change.

Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

### **110.03 ALLOWANCES**

Allowance Adjustment: To adjust allowance amounts on a unit price basis, base each Change Order proposal on the difference between purchase unit price and the allowance unit price, multiplied by final measurement of quantity. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

Include installation costs in purchase amount only where indicated as part of the allowance. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within ten (10) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than ten (10) days after such authorization.

Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

### **110.04 CHANGE ORDER PROCEDURES**

On Owner's approval of a Proposal Request, Engineer will generate and issue a Change Order for signatures of Owner and Contractor.

### **110.05 WORK CHANGE DIRECTIVE**

Work Change Directive: Engineer may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**END OF SECTION**

## **DIVISION 150 – CONTRACT REQUIREMENTS**

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

*This heading of this section deleted and replaced with the following:*

### **SECTION 151 – BONDING REQUIREMENTS**

#### **151.03 PROCEDURE**

*This entire subsection is deleted and replaced with the following:*

Each Bidder will be required to furnish a Surety's Consent with this Proposal, in conformity with the specimen copy included within the bound Proposal evidencing the required Performance and Payment Bonds can be obtained in the event that said Bidder is awarded a Contract.

##### **151.03.01 Performance Bond**

Within ten (10) business days after notification, the successful Bidder shall execute and deliver, in triplicate, the Contract. The Bidder shall simultaneously deliver to the said Owner an executed Performance Bond of a responsible indemnity company authorized to do business in the State of New Jersey and satisfactory to the Owner for the full amount (100%) of the Contract. The Bond shall be conditioned upon the faithful performance by the Contractor of all the covenants and agreements set forth in the Contract, and of all the requirements of the Specifications made part thereof including the safeguarding of the Owner against infringement of any or all patents, and upon payment of all just claims for labor and materials furnished under the contract, in such form as the Owner may prescribe and with such sureties as the Owner may approve. The Form of Performance Bond is annexed hereto and is a part of the Contract Documents. The Contractor agrees that in case of default, the monies due and owing Them will become due to the Surety Company. No contract shall be binding upon the Owner until such bond shall have been given and approved as to form and sufficiency by the Owner.

##### **151.03.02 Payment Bond**

The Bidder or Bidders to whom the Contract is awarded shall also give a second bond for of the full amount (100%) of the Contract price in a satisfactory legal form of a Surety Company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey and to be approved by the said Owner, for the protection of all persons furnishing material or labor for the construction of this Contract to the Bidder said material and labor bond to be in the form required by Chapter 2A:44-143 to 147, N.J.S.A. and amendments thereof and supplements thereto, said bond not to be returned and canceled until all liability to any and all persons protected by the condition of said bond shall have been met by the Bidder or person primarily liable for the payment thereof, or by the Surety or said bond. Form of Payment Bond is annexed hereto and is part of the Contract Documents.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

##### **151.03.03 Maintenance Bond**

Successful Bidder shall upon acceptance of the Work, submit a maintenance bond in the amount of ten percent (10%) guaranteeing against defective quality of work or materials for the period of two (2) years.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the Owner. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

#### **151.04 MEASUREMENT AND PAYMENT**

*This subsection is deleted and replaced with the following:*

Measurement and Payment for any required Bonds will not be made; the cost(s) should be included in the unit prices bid for the various pay items.

## SECTION 152 – INSURANCE

### 152.03 PROCEDURE

#### 152.03.01 Owner's and Contractor's Protective Liability Insurance

*This entire subpart is deleted and replaced with the following:*

The Contractor shall comply with all requirements of NJAC 7:22-3.17(a)19 as outlined in Attachment 9

The Contractor shall pay on behalf of, defend and save harmless, the **Owner, SUBURBAN CONSULTING ENGINEERS, INC.**, and their authorized representatives, from and against all losses, claims, demands, payments, suites, actions, recoveries and judgments of every nature and description brought or recoverable against it or by reason of any act or omission of the Contractor, Their agent, employees, vendors, subcontractors, or sub-subcontractors, in the execution of the Work or in consequence of any negligence or carelessness in guarding the same, or in keeping the public areas safe for continued safe public passage at all times.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress or work until the same shall have been completed and accepted. Contractor shall also assume all blame or loss by reasons of neglect or violation of any State or Federal law or Municipal rule or law, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. The Contractor shall make good any injury that may have occurred to any adjoining surface, building, structure or utility in consequence of this Work.

Certificates of liability and Workmen's Compensation Insurance satisfactory to the Owner and the Engineer shall be filed with the Owner and the Engineer before the Contract is signed. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Owner, **SUBURBAN CONSULTING ENGINEERS, INC.**, and their agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The minimum amounts of insurance to be carried by the Contractor shall be as follows:

- a) Workmen's Compensation and Employer's Liability Insurance the Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation and Employer's Liability Insurance for all employees employed in connection with the Work, and in case any work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for the employees of the latter, unless such employees are covered by the protection afforded by the Contract. Employee's Liability insurance shall have limits not less than \$500,000 per accident, or for disease \$500,000 per claim.
- b) Public personal injury liability and property damage liability, including contingent liability and contractual liability and independent contractors.

Any one occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

Coverage must be provided for a minimum of two (2) years from completion of the project.
- c) Automobile Liability Insurance:

Per Occurrence Limit of	\$1,000,000
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If any work is sublet, insurance of the same types and limits shall be provided by or for each Subcontractor. Property damage insurance shall be extended to cover damage to underground wires, pipes, ducts, conduits, etc.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to Them of all the required insurance policies before submitting Their bid.

Thirty (30) days of notification of cancellation of any insurance must be given to the Owner. The insurance must be reinstated and reviewed by the Owner's Attorney before cancellation of prior insurance becomes effective. Failure to comply is cause for breach of Contract.

### 152.04 MEASUREMENT AND PAYMENT

*This subsection is deleted and replaced with the following:*

Payment for insurance of the various types will not be made; the cost(s) will instead be included in the unit prices bid for the various items in the proposal.

## SECTION 154 – MOBILIZATION

### 154.04 MEASUREMENT AND PAYMENT

*This entire subsection is deleted and replaced with the following:*

**Mobilization** will not be measured. Payment will be made on a Lump Sum basis, regardless of the number of times the Contractor shuts down and returns to the Project.

**Mobilization** shall consist of the cost of initiating the Contract. The provisions for payment for the item mobilization supersede any provisions elsewhere in the specifications for including the costs of these initial services and facilities in the prices bid for the various items scheduled in the proposal. The lump sum price bid for mobilization shall be payable to the Contractor whenever They shall have completed ten percent (10%) of the Work of the Contract. For the purposes of this item, ten percent (10%) of the Work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed ten percent (10%) of the total price bid for the Contract. The lump sum price bid for mobilization is limited to the following maximum amounts:

Original Contract Amount (including Mobilization)		
From More Than	To and Including Maximum Amount for Item of Mobilization	Mobilization
\$ 0	\$ 100,000	\$ 3,000
\$ 100,000	\$ 500,000	\$ 15,000
\$ 500,000	\$ 1,000,000	\$ 30,000
\$ 1,000,000	\$ 2,000,000	\$ 60,000
\$ 2,000,000	\$ 3,000,000	\$ 90,000
\$ 3,000,000	\$ 4,000,000	\$ 120,000
\$ 4,000,000	\$ 5,000,000	\$ 125,000
\$ 5,000,000	\$ 6,000,000	\$ 150,000
\$ 6,000,000	\$ 7,000,000	\$ 175,000
\$ 7,000,000	\$10,000,000	\$ 200,000
\$10,000,000	---	2.5% of Amount Bid
* The lump sum price bid for <b>Mobilization</b> is not to exceed requirements as shown in this table. In case of exceedance, the maximum amount for mobilization, for the submitted bid range, shall govern and the Total Contract Price shall be adjusted.		

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	LS

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

### **158.01 DESCRIPTION**

*This subsection is supplemented as follows:*

The Contractor shall furnish all labor, materials, and equipment necessary for the environmental protection of the project area during the prosecution of Their Work. Environmental protection measures shall consist of, but are not limited to the following:

- Provide, install, and maintain any and all soil erosion and sediment control methods and devices.
- Confine activities within designated areas of the project.
- Limit noise and air pollution emissions to the acceptable levels or as may be otherwise regulated.
- Provide for the proper disposal of unusable and unsuitable materials.
- Provide sanitary facilities as required for project workers and visitors in accordance with Section 108.05 of the Standard NJDOT Specifications.
- Protect all surface and groundwater on and in proximity to the project site.
- Protect trees and vegetation so as not to unduly disturb the work area.
- Restore the project area in accordance with the Contract Documents.

In addition, and in conjunction with the above, the Contractor shall comply with all appropriate local, State, and Federal environmental protection regulations that govern the control of erosion, air and water pollution and solid waste management.

#### **A. Erosion and Sediment Control**

Every effort shall be made to prevent and correct problems associated with erosion and sedimentation which could occur during and after project construction. At a minimum, the following erosion and sedimentation control measures shall be followed:

1. All erosion and sedimentation control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly.
2. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the current version of "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the of the New Jersey State Soil Conservation Committee", incorporated herein by reference, as amended and supplemented. Copies of the "Standards for Soil Erosion and Sediment Control in New Jersey" are available for a fee from the New Jersey Department of Agriculture, Soil Conservation Committee, or from the office of any of the 16 local conservation districts.
3. Disturbed areas that will be exposed in excess of ten (10) days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.

#### **B. Site and Access Clearing**

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

1. Temporary and permanent easement widths must be reduced to the minimum feasible for the proposed construction. Unless specifically approved by the Department, permanent access roads must not be more than eight feet (8') wide, and there shall be no permanent access roads in environmentally critical areas. Access roads may be paved only where absolutely necessary, as determined by the Department.
2. Only those portions of the site which are absolutely necessary and essential for construction shall be cleared. Whenever possible, excavation shall include the removal and storage of topsoil from the site for future use. The length of time of ground disturbance shall be reduced to the minimum practicable, especially in environmentally

critical areas. Ground disturbance shall be avoided until immediately preceding construction to minimize exposure of soils.

3. Trees and shrubs within construction easements, which are not required to be removed to permit construction, shall be protected to the drip line with appropriate protection measures such as snow fencing or batter boards. Trees and shrubs whose removal is necessary to facilitate construction shall either be replanted at the same location or replaced with nursery stock of the same kind. Trees of greater than twelve inches (12") in diameter should be preserved whenever possible by implementing slight shifts in alignment or tunneling under tree roots. Specimen trees, as identified in "New Jersey's Big Trees" (1998) published by the Department's Division of Parks and Forestry listing specimen trees in the State, shall be preserved.
4. In heavily wooded areas, every effort shall be made to avoid the destruction of common native trees and shrubs so as not to unduly disturb the ecological balance or environmental quality of the area. Trees of twelve-inch (12") diameter or greater should be preserved whenever possible and protected to the drip line. Where practical, common native trees and shrubs, of one-inch through three-inch (3") diameter, which must be cleared from the construction area, shall be stockpiled for use in restoration. Straggling roots shall be pruned. Trees which must be pruned to facilitate construction shall be cut cleanly and painted with tree paint. If a tree not intended to be removed is damaged, the wood shall be repaired according to common nursery practice and painted with tree paint.

**C. Restoration Measures**

The aim of restoration is to restore the disturbed area to a condition as nearly equal to pre-disturbance condition as possible. At a minimum, restoration measures shall conform to the following:

1. Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the Department. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(l)3. When access roads are no longer needed, road fill shall be removed, and the access area shall be restored to pre-disturbed conditions. Care should be taken to avoid damage to adjacent vegetation and to prevent the formation of depressions that would serve as mosquito pools.
2. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbed grade and depth of topsoil.
3. Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching shall occur immediately after seeding and in no case shall more than five (5) days elapse between seeding and mulching.
4. In wooded areas, for a 50-foot-wide construction easement, generally ten (10) trees should be planted for every 100 feet of length of the easement. More trees would be required in wider easements or densely wooded areas. Plans shall include a restoration schedule specifying the quantity, common and botanic names, sizes, and spacing of trees to be planted and the type of seed mixtures to be used from station to station. Trees to be replaced should be trees native to New Jersey suitable for the particular site and generally should conform to the list of trees found in the "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, 1999, incorporated herein by reference, as amended and supplemented.
5. In landscaped areas, environmental features shall be replaced or restored to pre-disturbance condition or better. This includes sodding, replacement of trees and shrubs, fences, drives, and other landscape features in kind.

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

1. Dumping of spoil material into any stream corridor, any wetlands, any vernal habitats, any surface waters, any sites listed or eligible for listing on the New Jersey or National Registers of Historic Places, or at unspecified locations;
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, wetlands, vernal habitats or surface waters;
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, stream corridors, wetlands, or vernal habitats;



4. Damaging vegetation adjacent to or outside of the access road or the right-of-way;
5. Disposal of trees, brush and other debris in any stream corridors, wetlands, vernal habitats, surface waters, or at unspecified locations;
6. Permanent or unspecified alteration of the flow line of any stream;
7. Open burning of project debris;
8. Use of calcium chloride, petroleum products or other chemicals for dust control;
9. Use of asphaltic mulch binders; and
10. Any unpermitted discharge of sewage.

**E. Wetlands**

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

**F. Stream Crossings**

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

**G. Steep Slopes**

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

**H. Acid Producing Soils**

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

1. In vegetated areas, the top two feet (2') of soil shall be stripped and stockpiled separately from the material to be excavated. A soil specialist, to be provided by the project sponsor, shall monitor the stripping operation. If any acid-producing deposits are identified, this material and any contaminated soil shall be disposed of on the same day. The presence of acid-producing deposits is detected by the use of the following tests:
  - a. Determining the pH of the soil when suspended in 0.5 Molar calcium chloride solution (of neutral pH). A pH value below 3.0 indicates presence-of ferrous sulfate and presence of acid-producing deposits is strongly suspected.
  - b. Test for sulfate by adding a drop of ten percent (10%) barium chloride solution to a water extract of the material. If voluminous flocks of barium sulfate form immediately the presence of acid-producing deposits is strongly suspected.
2. The disposal site shall be approved by the Department. Any soil of this type disposed of shall be covered with a minimum of two feet of cover to prevent rapid oxidation and subsequent acid formation.
3. In both vegetated and paved areas, when acid-producing deposits are encountered, as determined by the soil specialist, excavated trench material shall be returned to the trench as follows:
  - a. Lower material first, followed by upper material.
  - b. The top one to two inches (1"-2") of soil on which the deeper soil was stockpiled shall be scraped and placed below a depth of two feet.
  - c. For pipeline construction, the quantity of material to be displaced by bedding and pipe, as well as soil scraped from the stockpile area, shall be subtracted from the deeper, excavated material and this quantity of deeper material removed to an approved disposal site and covered as described in the "Restoration Measures".
  - d. After backfilling the deeper soil, one ton of limestone per 2,000 square feet shall be spread over the deeper soil in the trench. This liming requirement is applicable in areas of well drained, non-saturated soils, as determined by the soil specialist.

- e. In vegetated areas, the top two feet (2') of soil, stockpiled for this purpose, shall then be replaced. If the top two feet of soil was also contaminated, clean backfill material similar to the native topsoil shall be used in place of the contaminated material.
4. The excavated acid-producing deposits shall not be exposed for a period longer than eight (8) hours. When acid-producing deposits are encountered, the trench opened in any construction day shall be backfilled and the areas cleaned up by the close of the day. Where this is impracticable, such as in the construction of pumping stations and treatment plants, exposed acid-producing deposits shall be covered with limestone screenings at a rate of 100 tons per acre and then covered with six inches (6") of compacted soil within one (1) week of exposure or before the exposed soil drops to pH 3, whichever occurs first. The pH shall be monitored daily under this procedure.
5. Temporary restoration of vegetated areas shall consist of mulching and shall be put in place at the end of each day's construction. Permanent restoration of the area shall begin as soon as construction is complete and after the results of incubation tests, where necessary, are available.
6. Prior to restoring vegetated areas, the soil specialist shall perform pH tests on the in-situ soil after the construction is completed. If the pH is below four (4), intensive liming shall be required in order to make the soil suitable for plant survival.
7. Lime requirement tests shall be performed by the soil specialist to determine the lime application rates. This will require an incubation test in which the sample is oxidized for a period of six (6) weeks, as follows.
  - a. The sample shall be air dried and ground so that the whole sample passes a 0.5-millimeter sieve.
  - b. The lime requirement to reach pH 6.5 shall be determined initially and again at two (2) week intervals for six (6) weeks, using standard soil testing techniques.
  - c. The total lime requirement determined by this method can be extrapolated to the area under consideration.
8. At a minimum of 30 tons of limestone per acre or the amount of lime required according to the incubation test result shall be applied prior to seeding and planting where the pH is less than four (4). Where the pH is greater than four (4), liming and fertilizing requirements set out in the planting and environmental specifications shall apply.
9. The spreading and mixing of the subsoil and any topsoil contaminated with acid-producing deposits around the site and beyond the site is prohibited. Areas used for stockpiling acid-producing deposits shall be minimized. Equipment used for excavation and backfilling shall be cleaned, to the extent practicable, at the end of each day's operation and the soil removed shall be placed in the trench below a depth of two feet (2'). No construction shall take place during significant rainstorms or while the area is saturated to avoid smearing or spreading of the acid-producing deposits over the area.

**I. Dewatering**

When dewatering will occur, and a dewatering permit is not required, the Contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the Department. Discharges from dewatering activities which contain silt are subject to the following controls:

1. All discharges from dewatering activities to surface waters, wetlands, vernal habitats, or storm sewers shall be free of sediment. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.
2. Sewer inlets within construction areas shall be provided with perimeter hay bales or other appropriate siltation control measures.

**J. Stockpile, Storage and Disposal**

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

1. Only environmentally suitable stockpile sites may be used for the purposes of staging or storing materials, equipment and suitable trench backfill material. Environmentally suitable sites must be level, and devoid of

mature stands of natural vegetation. Drainage facilities and features, wetlands, vernal habitats, and stream corridors are not environmentally suitable sites.

2. The boundary of the stockpile area shall be clearly marked by hay bales, silt fencing or another appropriate method. Where fill is to be stored in excess of ten (10) days, a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: mulching, sprinkling, silt fencing, haybaling and stone covering.
3. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded on-site only to the extent needed to achieve pre-construction grade, unless otherwise specifically approved by the Department. The project sponsor shall ensure that the Contractor removes the remainder from the site and disposes of it at a site approved by the project sponsor in accordance with the following:
  - a. Disposal sites selected by the Contractor shall be evaluated and approved by the project sponsor prior to their use. Disposal sites may also be selected by the project sponsor. The project sponsor shall conduct periodic inspection of disposal sites to ensure compliance with the requirements of this subsection during the off-site disposal operation.
  - b. The disposal of excess excavated material in wetlands, vernal habitats, stream corridors and floodplains is strictly prohibited, even if the permission of the property owner is obtained. The Contractor shall be responsible to remove any fill improperly placed by the Contractor at the Contractor's expense and restore the area impacted.
  - c. If excess excavated material is placed on private property, a hold harmless release in favor of the project sponsor and the Department shall be obtained from the property owner.
  - d. Prior to approval of a site for excess excavated material disposal, where the site exceeds 5,000 square feet, the project sponsor shall obtain, or shall ensure that the Contractor or property owner has obtained, the appropriate certification of the soil erosion and sediment control plan in accordance with the State's standards for soil conservation (N.J.S.A. 4:24-1 et seq., also referred to as Chapter 251). Where the site is less than 5,000 square feet, the project sponsor shall advise the property owner of the need for erosion and sediment control and obtain a statement that the property owner accepts complete responsibility for implementation of appropriate methods to prevent erosion and sedimentation.

**K. Dust**

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

**L. Noise**

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities shall be limited per General Notes unless variances to these times are granted in times of emergency. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be permitted, other than between the hours designated in the General Notes. The number of machines in operation at a given time shall be limited to the minimum practicable. All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

**158.04 MEASUREMENT AND PAYMENT**

*This entire subsection is deleted and replaced with the following:*

Measurement and payment will not be made for Soil Erosion and Sediment Control measures. All erosion and sedimentation control measures which shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey"

## **SECTION 159 – TRAFFIC CONTROL**

### **159.01 DESCRIPTION**

*This subsection is supplemented as follows:*

The traffic control plan is based on the requirements provided in the current Manual on Uniform Traffic Control Devices (M.U.T.C.D.). The Contractor shall work in accordance with the provisions of the traffic control or detour plan and shall only deviate from the plan if approved by the Engineer. When a traffic control plan is not included in the construction plans or specifications then the requirements of the M.U.T.C.D. shall apply and the Contractor shall assume all responsibilities for the execution and maintenance of all appropriate traffic control measures. Regardless, the Contractor shall prepare traffic control plan submittals of construction work zones for approval of Owner, Engineer, local police or other authority having jurisdiction (AHJ) of the roadway as may be appropriate.

Any road closures shall permit access to emergency vehicles.

### **159.02 MATERIALS & EQUIPMENT**

*This subsection is supplemented as follows:*

**A. Traffic Control:**

Traffic Control based on an acceptable and approved Traffic Control Plan, shall be under the direction of the Police Department.

**B. Detours:**

Traffic shall be maintained at all times, unless the detouring of traffic has been approved by the Owner and/or County where applicable. Detouring of traffic will not be permitted unless a Detour Route, as determined by an acceptable and approved Traffic Control Plan, has been approved by the Municipality's Police Department and a Detour Resolutions passed by the County where applicable.

**C. Warning Signs:**

Prior to the start of Construction all warning signs with high intensity lighting shall be in place in conformance with the Manual of Uniform Traffic Control Devices of the United States Department of Transportation, Federal Highway Administration, latest edition, and as required by the City and/or County Engineer.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain all necessary safeguards for the protection of Workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, well holes, elevator hatchways, scaffolding, roof openings, window openings, stairways and falling materials.

**D. Lane Closing:**

Lane closing will not be allowed outside of approved hours. Alternating traffic flow will be allowed as approved unless prior arrangement or approval has been granted by the County Engineer or the Police Department. Lane closing on weekends or holidays must be approved by the County or Owner. All lane closing hours shall be confirmed and approved by the applicable regulatory road permits and their associated conditions.

### **159.03 PROCEDURE**

*This subsection is supplemented as follows:*

Two (2) weeks prior to construction, the Contractor shall place construction advisory signs advising motorists of contract operation. The placement of such signs shall be in a manner as to adequately advise residents, pedestrians, and motorists of upcoming construction, and in accordance with the traffic maintenance plans.

Signs shall be placed as required in accordance with the Traffic Control Plans. All signs must be placed two weeks prior to overall project construction. No signs may be removed until the project has been completed and approved by the Engineer. The advisory signs shall be paid for under the item **Traffic Control Devices**.

#### **Uniformed Traffic Directors**

Uniformed Traffic Directors will be assigned during construction hours at locations and times as deemed necessary by the Director of Public Safety. It shall be the contractor's responsibility to coordinate all activities with the police department and to schedule all traffic safety services and cancellations of traffic safety services. The contractor shall track the daily hours of uniformed traffic directors through the use of the attached Uniformed Traffic Directors Daily Tracking Form. Uniformed traffic directors shall be off duty police officers from within the Municipality where the work is being performed or as assigned by the AHJ. Uniformed traffic directors shall be positioned where shown on the plans or at specific locations designated by the Director of Public Safety during construction hours. The Borough of Netcong Police Department shall be contacted in order to obtain the services of uniformed traffic directors and the name, address and telephone number of their local representative are listed below:

Traffic Directors, flaggers shall be assigned during construction hours at locations and times designated by the Engineer. It shall be the contractor's responsibility to coordinate all activities with the police department and to schedule all traffic safety services and cancellations of traffic safety services.

No payment will be made for hours of Traffic Directors, Flaggers which are not approved.

#### **159.03.08 Traffic Direction**

*This subpart is supplemented as follows:*

There shall be no construction, maintenance operations, or utility work on any roadway before the hour of 7:00 A.M. or after 6:00 P.M.

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 otherwise directed by the Engineer.

#### **159.04 MEASUREMENT AND PAYMENT**

*This entire subsection is deleted and replaced with the following:*

**Traffic Control Devices** will include all costs involved with developing and implementing an approved traffic control plan including the cost of any furnished materials and signs necessary for traffic control. Materials and signs shall include, but are not limited to variable message signs, temporary posts, drums, cones, or barricades as necessary to establish the approved traffic control plan. Traffic control devices will not be measured for payment. Instead payment will be made on a lump sum basis.

**Uniformed Traffic Directors, Allowance** will be measured on a per hour basis, but the cost will be included as an allowance in the Bid documents. Payment will be provided and measured by the Man Hour and reimbursement will be made to Contractor upon receipt of applicable invoices from the Police Department .

No payment will be made for hours of Uniformed Traffic Directors which are not approved by the Engineer. Contractor invoices must include the Uniformed Traffic Directors Daily Tracking Form to substantiate payment there for and no payment shall be made for untracked hours. No specific payment will be made for any costs of the uniformed traffic directors in excess of the established unit price.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control Devices	LS
Uniformed Traffic Director Allowance	MH

Separate payment will not be made for escape ramps provided at the edges of payment lifts or at excavations, but all costs thereof shall be included in the price bid for the various pay items in the proposal.

Separate payment will not be made for relocating traffic control devices as required or as directed.

If the Contractor fails to deliver to the job site or provide the traffic control devices indicated on the traffic control plan, payment is subject to being withheld. The Contractor shall review the traffic control plans provided in the Construction Plans. The Contractor shall make a decision if additional traffic control devices may be required for the implementation of the phases. Separate payment will not be made for additional traffic control devices as required.

## UNIFORMED TRAFFIC DIRECTORS DAILY TRACKING FORM

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

Location of Work: \_\_\_\_\_

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

**Contractor Information:**

\_\_\_\_\_  
Company Name and Address:

\_\_\_\_\_  
Contractor Foreman Name (Please Print Clearly)

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Contractor Foreman Signature

Name of Officer and/or Flagger	Time To - From	Total Hours	Signature	Position/Location of Work

## **SECTION 161 – FINAL CLEANUP**

### **161.02 MATERIALS**

The Contractor will provide the materials, labor and equipment to conduct a final cleanup of the project site, including existing and newly constructed items and the surrounding area affected by the construction.

### **161.04 MEASUREMENT AND PAYMENT**

*This entire subsection is deleted and replaced with the following:*

Measurement and payment for final cleanup will not be made; the cost(s) will instead be included in the various bid items in the proposal.



*The following section has been added:*

## SECTION 162 – PROJECT RECORD DOCUMENTS

### 162.01 GENERAL

New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

### 162.02 PROCEDURE

Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

**Record Prints:** Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

Identification As follows:

Project name

Date

Designation "PROJECT RECORD DRAWINGS"

Name of A/E

Name of Contractor

**Record Specifications:** Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and Contract modifications.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.

For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

Note related Change Orders Record Product Data and Record Drawings where applicable.

**Record Product Data:** Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

Note related Change Orders Record Specifications, and Record Drawings where applicable.

**Miscellaneous Record Submittals:** Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

### **162.03 EXECUTION**

#### **Recording and Maintenance**

Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for A/E and Construction Manager reference during normal working hours.

**END OF SECTION**

## DIVISION 650 - UTILITIES

*The following section has been added:*

### SECTION 654 – STORMWATER CONVEYANCE CLEANING

#### 654.01 DESCRIPTION

*This subsection is supplemented as follows:*

This work consists of but not limited to cleaning, removing, and disposal of all waste material from the stormwater conveyance structures and pipes, including root removal and protruding debris, to allow for video inspection.

Miscellaneous waste material required to be disposed of as part of the cleaning is anticipated to be classified as NJ ID 27 solid waste material. The contractor will be required to dispose of all removed materials. An estimated volume of material subject to contamination disposal requirements, has been included as an if and where directed pay item of the Contract. This line item will only be utilized if full documentation has been established that the material is classified as a hazardous material per governing regulations.

#### 654.02 MATERIALS

*This subpart is supplemented as follows:*

**Hydraulically Propelled Equipment:** The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If cleaning balls or other equipment, which cannot be collapsed, are used, special precautions to prevent flooding of public or private property shall be taken.

**High-Velocity Jet (Hydro cleaning) Equipment:** All high velocity sewer-cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring structure walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

**Mechanically Powered Equipment:** Chain Flails, Chain Scrapers, Milling Cutters, Bucket machines shall be provided with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. The machines shall be fully enclosed and have an automatic safety clutch or relief valve.

#### 654.03 GENERAL REQUIREMENTS

*This subpart is supplemented as follows:*

During cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property. All restoration measures of any damaged properties are the responsibility of the Contractor at no additional cost to the Owner. The Contractor shall coordinate and obtain required permits from purveyors for water usage. The Contractor shall abide by all requirements set forth by the obtained water usage permit. Contractor shall provide meter, backflow preventer, measure, and record water usage throughout the duration of the project. Water usage data shall be provided to the Engineer and Owner daily. Water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The designated stormwater conveyance structures and pipe sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of mains at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The

equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the system mains and structures, and more aggressive cleaning may be required in certain sections to achieve the required cleanliness. If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up on the other structure and cleaning again attempted. If successful cleaning cannot be performed utilizing the multiple types of equipment as specified in section 654.02, it will be assumed that a major blockage or pipe failure exists, and the cleaning effort can be abandoned. Video documentation will be required to identify said major blockage for evaluation and acceptance by the Engineer.

The Contractor shall be responsible for removal of any cleaning, removal, or rehabilitation equipment and materials, which becomes lodged in the pipe. Prior to the start of this work, the Contractor shall submit a written procedure for how lodged equipment or blockages, which may occur, will be cleared. The procedure shall include the means for mobilizing necessary excavation equipment and plumbing tools to unblock the line within eight (8) hours of the blockage. If subcontractors are proposed, the name, address and phone number and certification as to response time shall be provided. No extra payment will be made for such removal. The Contractor shall be responsible for removal of obstructions or blockages caused by the cleaning and televising operations.

The Contractor shall furnish sufficient by-pass pumping equipment, should surcharged structures be encountered. Operations prior to cleaning shall provide all incidental equipment, including but not limited to, hoses, sufficient in length, to reach the next downstream structure.

The Contractor shall be responsible for removal of obstructions or blockages caused by their operations.

No pipe cleaning shall take place in a particular drainage segment until upstream pipe segments have been cleaned. If cleaning is done in a downstream pipe segment in order to facilitate overall cleaning operations, segment shall be re-cleaned at no additional cost to Owner, after pipes upstream of that segment have been cleaned.

Contractor shall provide appropriate screening to stop passing of materials into downstream sewers. All solid material flushed from the sewer line as a result of the cleaning operation shall be collected in the downstream manhole and removed and disposed of by the Contractor. Flushing material into the next downstream section will not be allowed.

If video inspection of the sewer reveals that the cleaning and root removal operation was not satisfactory, the sewer shall be re-cleaned and re-videoed at the Contractor's expense.

**Plugging or Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be designed so that all or any portion of the sewage can be released. During television inspection, flow shall be reduced to within the limits specified in section 657.03.02. After the work has been completed, flow shall be restored to normal.

**Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm as well as supporting bypass conditions that may require crossing roads. The Contractor will be responsible for furnishing necessary labor and supervision to set up and operate the pumping and bypassing system.

**Flow Control Precautions:** When flow in a sewer line is plugged, blocked or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The Contractor shall be responsible for any damages to property and expenses incurred by the Owner.

#### **654.03.01 Disposal of Removed Material and Debris**

*This subheading has been added:*

All work included in this subheading shall be in accordance with subpart 201.03.01.H.

All debris, residue, and other materials generated from the televising and cleaning operation shall be collected, removed and disposed of by the Contractor. Handling and disposal of material generated from the sewer cleanout shall be conducted in accordance with all applicable Federal, State, County and Local regulations. Any material removed as part

of the cleaning activities shall be properly characterized and disposed of off-site in accordance with federal, state, and local laws / rules, by the Contractor, at no additional cost to the Owner. The decant water shall be filtered through fabric material as permitted by governing regulations. The filter bags shall be disposed of once the decant process has taken place. No additional costs shall be provided for filter bags. These costs shall be included in the clean, dispose, and televise sanitary & stormwater conveyance system line items. All facility disposal pre-approvals and any required sampling results must be provided to the Engineer prior to movement of waste off-site.

Debris, residue, and other materials resulting from cleaning operations shall become property of the Contractor and shall be removed from the site at the end of each workday. Written documentation of the tonnage of material removed shall be provided to the Owner. The contractor's planned decanting means, and methods will be performed off site at a facility that accepts the waste and conforms to all Federal, State, County and Local regulations. Documentation shall be in the form of dated accurate weight slips, waste manifests, or other form acceptable by the Owner.

All material shall be removed from the site by the end of the workday. Flushing of material into the next downstream section will not be permitted. Written documentation of the tonnage of material removed shall be provided to the Owner. The contractor's planned decanting means, and methods will be performed off site at a facility that accepts the waste and conforms to all Federal, State, County and Local regulations. Documentation shall be in the form of dated accurate weight slips, waste manifests, or other form acceptable by the Owner.

#### **654.03 MEASUREMENT AND PAYMENT**

Individual payment for work under this section will not be made; the cost(s) will instead be included in the bid items listed under Section 656.

*The following section is added:*

## **SECTION 655 – TEMPORARY STORM SEWER BYPASS PIPING AND PUMPING**

### **655.01 DESCRIPTION**

#### **655.01.01 General**

The work to be performed under this Item includes all materials, labor, tools, and equipment necessary to bypass pump stormwater around the existing storm sewer sections and/or catch basins to facilitate completion of the various work items.

Bypass pumping shall be provided to accommodate the anticipated flows based on capacity of the existing storm sewer in the service area.

The Contractor shall make such allowances in the selection of pumping equipment and operations in order to provide the necessary bypass of storm sewerage during digital recording inspections, sewer cleaning, plugging active infiltration runners, resurface of failed liner, brick mortar filling/replacement, or other mainline rehabilitation as directed in this contract. Bypass pumping shall continue without interruption until the work has been completed unless otherwise approved in writing by the Owner and Engineer. Bypass pumping shall be considered as one continuous operation regardless of the number of times it may be necessary to perform the all-encompassing work consistent for the lump sum payment item.

#### **655.01.02 Contractor Obligations**

When pumping and bypassing is required, the Contractor shall supply the pumps, pipes, valves, hoses, tie-downs, conduits, power source and all other equipment and incidentals necessary to divert the flow of stormwater around the catch basin section or sewer line reach in which work is to be performed. The Contractor shall be responsible for the design, installation and continuous duty operation of bypass pumping system and shall be of sufficient capacity to handle peak flows that may occur during a rainstorm event or other introduction of above normal flows into the system. The Contractor will be responsible for furnishing necessary labor and supervision to set up and operate the bypass pumping system, maintenance, fuel, and necessary utilities required by the systems must be provided and paid for by the Contractor.

The Contractor shall comply with the following conditions and provide to the Owner adequate submittal information on the bypass pumping system design including but not limited to the following:

1. The Contractor shall provide a projected schedule of operations as detailed below that involve bypass pumping to be reviewed by the Engineer and approved by the Owner prior to commencement of work.
2. Pump equipment data including pump performance curves indicating anticipated operating point.
3. Prior to commencement of bypass pumping, the Contractor shall properly test the pumps and bypass conveyance system to the complete satisfaction of the Owner.
4. The Contractor shall fully coordinate his work for the installation of materials in order to minimize bypass time periods.

When flow in a sewer line is bypassed, sufficient precautions must be taken to prevent upstream structures, roof leader drains, and other connections from surcharging. Precautions must be taken to protect the sewer lines from damage that might result from surcharging. Further precautions must be taken to ensure that sewer flow control operations do not cause flooding, backup or damage to public or private property being served by the sewers involved.

In no case shall the Contractor proceed with bypass pumping without advance approval of this temporary measure by the Owner and Engineer. The Contractor shall conduct the work in an efficient manner and coordinate the schedule in accordance with material availability.

## **655.02 MATERIALS**

The pumps, hoses, valves and pipes shall be in reliable condition and working order and of sufficient size to bypass the maximum anticipated flow through the existing storm sewer involved in the work. The size of all equipment used shall be determined by the Contractor and approved by the Owner and Engineer. The equipment and materials shall be assembled watertight from catch basin to catch basin; no spillage will be tolerated.

All pumps shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. Pumps may be either electric or diesel powered. All pumps used must be constructed to allow dry running periods for long periods as may be a condition of the portions of the sewer system.

Discharge piping shall be constructed of rigid pipe with positive restrained joints. Under no case shall aluminum "irrigation" pipe or glued PVC pipe be allowed. Discharge hose may be allowed only in short section and be subject to the approval of the Engineer. Piping shall be of a design and material to facilitate the removal and replacement to match the work schedule.

## **655.03 CONSTRUCTION**

### **655.03.01 Bypass Pumping Design Requirements**

The Contractor shall provide detailed plans and technical information on his proposed bypass pumping system for review and approval by the Engineer prior to commencement of construction. The plans or additional attachments thereto shall include a detailed description of all provisions and precautions that will be taken by the Contractor necessary to handle the project flows. The plan and other related information to be provided is to include but not be limited to the following:

1. On or About Notification to all affected residents must be provided immediately after Notice to Proceed and again 48-hours prior to construction
  - a. The notification letter to affected residents and businesses is to be reviewed and approved by the Owner and Engineer prior to distribution
2. Detail layout of staging areas for bypass pumps and piping for all repair locations
3. Bypass plans that consider use of "mounts" across state highway is prohibited
4. Plugging method and type of materials
5. Detail method of suction and discharge piping including number, size, material and location
6. Bypass pump size(s), capacity, performance and power requirements
7. Complete hydraulic calculations, including static, friction losses, etc., and system curve
8. Downstream discharge plan
9. Indicate method to protect discharge catch basin or structure from erosion or damage
10. Size and location of discharge pipe thrust restraint
11. Method of noise for pumping system and generator (if necessary)
12. Installation schedule and maintenance plan
13. Monitoring plan to assure continuous duty operation as may be necessary (alarm or manned)
14. Prescribe emergency plan and notifications listing which shall include but not limited to:
  - a. Contractors emergency contacts
  - b. Spill cleanup procedures
  - c. Residential backup remedial action plan
  - d. Equipment failure procedures

The Contractor shall not operate his pumping equipment, if it is attended by loud or unusual noise, between the hours of 4:00 p.m. and 8:00 a.m. unless construction conditions make it necessary to operate the pumps continuously for 24 hours or more and only if a permit is first obtained for said operation from the Engineer and Owner.

The Contractor shall provide all pipeline plugs, pumps of adequate size to handle the peak flows anticipated and temporary discharge piping to ensure that the total flow can be safely diverted around the reach or reaches being worked on.

The Contractor shall provide adequate standby equipment completely installed and ready for full duty operation in the event of an emergency or other equipment breakdown. One standby pump with automatic start/stop control for each pump utilized shall be installed at the bypass location.

#### **655.03.02 Construction Methods**

The operation of the bypass system shall not cause an interruption in the flow of stormwater throughout the duration of the project. The Contractor shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both temporary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the stormwater flow before it reaches the point where it would interfere with his work, carry it past his work and return it to the existing sewer downstream of his work site.

The design, installation and operation of the temporary pumping system(s) shall be the sole responsibility of the Contractor. The Contractor will not be permitted to stop or impede the passage or conveyance of the main flows under any circumstance. The Contractor shall maintain the diversion of flow in such a manner not to cause surcharging of existing sewers, damage to sewers and that will protect public and private property from damage and flooding.

The Contractor will be held solely responsible for any damage caused by flooding and will take care to avoid this occurrence and shall protect businesses and residents during the operations. Care shall be also given to protect water resources, wetlands, and other natural resources.

#### **655.03.03 Field Quality Control and Maintenance**

The Contractor shall perform leakage and pressure tests of the bypass piping using non-sewer water prior to actual operation of the bypass system. The Contractor shall provide a minimum 24-hour notice to the Engineer in order to witness the test. During the test, the entire bypass piping shall be monitored for leakage and pump system performance for a minimum of two (2) hours. Any deficiencies in the piping or pumping system shall be corrected and tested until proper operation is ensured.

During the bypass operation, the Contractor shall provide an inspection of the entire system to ensure that the system is operating correctly. Inspection shall include suction end, discharge end and the entire length of the bypass.

The bypass system shall have a fully experienced operator, knowledgeable of the operation and maintenance requirements for all components of the system when the system is in operation. Spare parts shall be available on site for routine maintenance and emergency.

Removal of completed bypass pumping system shall be done in a manner that will return the stormwater flow to normal without surge and to prevent major downstream disruption. All operations shall comply with OSHA requirements as conditions warrant. The Contractor shall remove all piping, restore all property to pre-construction conditions and restore any pavement area damaged as a result of his operations.

#### **655.04 MEASUREMENT AND PAYMENT**

Work under this section shall be measured by lump sum of sewer bypassed and include all work described for the temporary sewer bypass piping and pumping, complete in place, as well any and all incidental work necessary to successfully complete this operation.

Payment will be made under:

<u><b>Pay Item</b></u>	<u><b>Pay Unit</b></u>
Temporary Bypass Piping And Pumping	LS



*The following section is added:*

## **SECTION 656 – PRE-INSERTION STORM SEWER CLEANING**

### **656.01 DESCRIPTION**

This work consists of but not limited to cleaning, removing, and disposal of all foreign matter from the sewers, including root removal, failed pipe joint gasket removal, protruding lateral connections, to allow for video inspection of the storm sewer.

### **656.02 MATERIALS**

**Hydraulically Propelled Equipment:** The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned. If sewer cleaning balls or other equipment, which cannot be collapsed, are used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

**High-Velocity Jet (Hydro cleaning) Equipment:** All high velocity sewer-cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring catch basin walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

**Mechanically Powered Equipment:** Chain Flails, Chain Scrapers, Milling Cutters, Bucket machines shall be in provided with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. The machines shall be fully enclosed and have an automatic safety clutch or relief valve.

### **656.03 CONSTRUCTION**

#### **656.03.01 General Requirements**

During the installation of the CIPP liner, a flow through plug shall be installed and then connected to a pump on the surface.

During sewer-cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. All restoration measures of any damaged properties are the responsibility of the Contractor at no additional cost to the owner. When possible, the flow of stormwater in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. The Owner will supply water for cleaning operations and liner installations. An approved list of hydrants for Contractor use will be provided at the pre-construction meeting. Contractor shall provide meter, backflow preventer, measure, and record water usage throughout the duration of the project. Water usage data shall be provided to the Engineer and Owner daily. Water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The designated sewer reaches shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and catch basins, and more aggressive cleaning may be required in certain sections to achieve the required cleanliness. If cleaning of an entire section cannot be successfully performed from one catch basin, the equipment shall be set up on the other catch basin and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire catch basin section, it will be assumed that a major blockage exists, and the cleaning effort shall be abandoned.

The Contractor shall be responsible for removal of any cleaning, removal, or rehabilitation equipment and materials, which becomes lodged in the pipe. Prior to the start of this work, the Contractor shall submit a written procedure for how lodged equipment or blockages, which may occur, will be cleared. The procedure shall include the means for mobilizing necessary excavation equipment and plumbing tools to unblock the line within eight (8) hours of the blockage. If subcontractors are proposed, the name, address and phone number and certification as to response time shall be provided. No extra payment will be made for such removal.

The Contractor shall furnish sufficient pumping equipment, shall de-water surcharged catch basins required for his operations prior to cleaning and shall provide hose, sufficient in length, to reach the next downstream catch basin.

The Contractor shall be responsible for removal of obstructions or blockages caused by his operations.

All solid material flushed from the sewer line as a result of the cleaning operation shall be collected in the downstream catch basin and removed and disposed of by the Contractor. Flushing material into the next downstream section will not be allowed. Disposal shall be in accordance with all applicable state and local regulations. All material shall be removed from the site by the end of the workday.

If video inspection of the sewer reveals that the cleaning and root removal operation was not satisfactory, the sewer shall be re-cleaned and re-videoed at the Contractor's expense.

Manned entry into the storm sewer is prohibited during all phases of construction.

**Flow-Through Plugging:** A flow through plug shall be inserted into the upstream inlet of the section being worked. The plug shall be designed so that all or any portion of the stormwater can be released. During television inspection, flow shall be reduced to within the limits specified in Section 656.03.02 below. A flow-through plug shall be installed regardless of the level of flow in the sewer line. The stormwater shall be redirected to the catch basin downstream of the section being lined and discharged to ensure the liner does not encounter the stormwater. In the event there is more than one main line entering the upstream catch basin, Contractor must install equipment that can handle both flows. If the Contractor does not have such a piece of equipment, he shall use as many flow plugs and pumps as there are inlets to ensure all stormwater is redirected and discharged properly. After the work has been completed, flow plugs shall be removed, and flow shall be restored to normal.

**Pumping and Bypassing:** Pumping and bypassing is required at proposed lining locations. The Contractor shall supply the pumps, conduits, and other equipment to divert the flow of stormwater around the catch basin section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm as well as supporting bypass conditions that may require crossing highways – as noted in Section 655 – Temporary Gravity Sewer Bypass Piping and Pumping. The Contractor will be responsible for furnishing necessary labor and supervision to set up and operate the pumping and bypassing system.

**Flow Control Precautions:** When flow in a sewer line is bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The Contractor shall be responsible for any damages to property and expenses incurred by the Owner.

## 656.04 MEASUREMENT AND PAYMENT

**Storm Sewer Line Heavy Cleaning, (If and Where Directed) Allowance** is an allowance item; payment will be made on an allowance basis per linear foot for the work performed to clean storm sewer lines identified by the Owner, and Engineer. Storm Sewer Line Heavy Cleaning of the existing stormwater sewer main shall include the necessary equipment, materials, tools, labor, and supervision for the removal of foreign matter located within the sewer main, that includes the use of mechanically operated machinery for obstruction removals. Prior to performing the work, the Contractor shall furnish pricing for approval by the Engineer. No cleaning work shall commence until receipt of written approval.

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

<u>Bid Item</u>	<u>Pay Unit</u>
Heavy Cleaning (If and Where Directed) Allowance	ALLOW

*The following section is added:*

## **SECTION 657 – VIDEO INSPECTION**

### **657.01 DESCRIPTION**

This work consists of CCTV video inspection, documentation, and reports post cleaning operations. Video documentation must be provided on external hard drives. Each hard drive must be large enough to contain the full data for the entire project and must contain the viewer version of the CCTV software. PDF versions of the Pipe Run Graphs must be provided on each hard drive.

### **657.02 MATERIALS**

The television camera used for the inspection shall be one specifically designed and constructed for such inspection with 360-degree tilt capability. Lighting for tile camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera television monitor and other components of the video system shall be capable of producing picture quality to the satisfaction of the Engineer, and if unsatisfactory, equipment shall be removed, and no payment will be made for an unsatisfactory inspection.

All camera-produced video shall have a horizontal resolution of 300 lines minimum with a signal to noise ratio of 45db. All synchronizing signals encoded upon delivered videotapes will conform to EIA standards RS-170A.

Audio-Video shall be provided on an external hard drive and shall have been manufactured by a recognized manufacturer.

The recorder shall have the capacity for audio dubbing as necessary as well as the capability of capturing digital images.

### **657.03 CONSTRUCTION**

#### **657.03.01 General Requirements**

If video inspection reveals that the debris and root removal operation was not satisfactory, the section shall be re-cleaned and re-videoed at the Contractor's expense.

#### **657.03.02 Video Inspections**

Video inspections of all stormwater conveyance sections included in the scope of this contract shall be performed in accordance with this subsection and NASSCO's Pipeline Assessment Certification Program (PACP).

Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. Camera operator must have a current NASSCO's PACP certificate. Submit a detailed resume of the field superintendent who will direct the work. The field superintendent must have at least three (3) years field supervisory experience in the inspection methods and materials proposed. The field superintendent shall be on the job full-time during the performance of this work.

Move the camera through the line in either direction at a moderated rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case may the television camera travel at a speed greater than 30 feet per minute. Manual winches, power winches, television cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the system conditions shall be used to move the camera through the designated sections. If during the inspection operation, the television camera will not pass through the entire section, the Contractor must set up equipment so that the inspection can be performed from the opposite access structure (reverse setup). If, again, the camera fails to pass through the entire section, the inspection will be considered complete, and no additional inspection work will be required. Video documentation will be required to identify said major blockage for evaluation by the Owner and Engineer.

When manually operated winches are used to pull the television camera through the line, telephone, or other suitable means of communication shall be established between the two (2) structures of the section being inspected to insure good communication between members of the crew.

Provide accurate distance measurements, cable footage-counter must be within two feet (2') per 1,000 feet of cable. Measure the distance beginning at the exit of the start structure. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of structure, will not be allowed. Check accuracy of the distance meter using a walking meter, roll-a-tape, or other suitable device, to the satisfaction of the Engineer.

### **Structures**

Within the limits of the CCTV Inspection, the operator must completely televise the entire interior of each structure (from the invert/ bench to the rim), by rotating the camera 360 degrees. This video footage shall occur at the beginning of each segment survey inspection from the bottom of the structure panning up the structure. Cover the structure opening to prevent too much light from entering the structure and to provide a clear and focused view of the interior. The camera must also zoom in and televise each pipe connection within the structure. In instances when the structure is the terminating structure, the pan shall occur at the end of the pipe segment survey inspection.

Locate, open, and reset all structure covers as directed by the Engineer, for inspection. Contractor to have a device to locate structure covers available at all times. Provide temporary traffic control devices as necessary to allow for safe working conditions.

### **657.03.04 Documentation**

Documentation of the television results shall be as follows:

1. Television Inspection Logs:

Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent structure of each infiltration point of significance such as locations of building connections, unusual conditions, roots, broken pipe, presence of scale and corrosion, and other discernible features. Locations will be recorded and two (2) copies of such records will be supplied to the Owner. All defects must be logged and recorded in accordance with NASSCO's PACP coding system.

2. Digital Image Capture:

During video inspection, the Contractor shall take digital photos of any broken pipe, presence of scale and corrosion, and other discernible features of the existing pipe.

During the video inspection take digital photographs of every connection and include it in the final report.

Each digital photograph should have the location identified by adjacent structure numbers, the linear foot distance in the pipe, the direction the camera was facing (upstream/downstream) in the pipe and the approximate orientation that the defect / connection is located within the pipe.

3. Digital Recordings:

Supply a visual and audio record of problem areas of the lines that may be replayed. Recorded playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Owner for the duration of the project. The Contractor shall supply a copy of each recording to the Owner upon completion of video inspection.

- a. Thoroughly clean all sections prior to performing video inspection. Following video inspection clean if any section is found to contain sediment or debris.
- b. All CCTV Software must be NASSCO-PACP (Current Version) certified and delivered in digital format.
- c. Database must be a NASSCO-PACP (Current Version) Certified Access Database.
- d. Identify, report and rate all defects in accordance with PACP methods, codes, and standards.
- e. Stop the camera at all defects and significant observations to ensure a clear and focused view of the pipe condition.
- f. Audio shall contain verbal information relevant to the conditions and items appearing on the video (i.e., identifications of place, conditions, etc.). The recorder shall have the capacity for audio dubbing as necessary. Each recording of pipe between manholes shall be preceded by an audio description of structure number and

station, direction of viewing, pipe size, type, class, street name and/or easement number, and any other pertinent information, and shall be ended by an audio description of structure number, station and metered distance.

- g. If a portion of the section shows signs of running or intruding water, the Contractor shall keep the camera at that location for a period as long as five minutes to evaluate the condition.
- h. At any time when damaged or misaligned pipes are encountered during recording, the specific location, via station shall be so noted by audio dubbing onto the tape at said point in question.
- i. Each file shall be indexed showing the street names and corresponding structure numbers.
- j. All equipment and technicians necessary to monitor the recording, including video for both picture and sound, and all other appurtenances, shall be provided by the Contractor at the place and time requested by the Engineer. The Contractor shall allow for a maximum of three (3) separate viewing of all the recordings. The equipment shall be capable of transmitting and displaying pictures with a resolution of 300 lines or more.
- k. An unedited raw copy of the digital documentation shall be made available when feasible immediately following completion of the inspection. The inspector must however present a formatted external hard drive to download the documents.
- l. This does not constitute the final report version as described below. This raw video data will be used at the inspector's discretion to determine conditions.
- m. Editing of recordings will not be permitted. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of completion.

#### 657.04 MEASUREMENT AND PAYMENT

Work under this section shall include all work described under Stormwater Conveyance Cleaning and Video Inspection as necessary to complete the work as described under these sections.

**Clean and Televisive Stormwater Conveyance System** measurement and payment will be made on the linear foot basis which will be measured from center of structure to center of structure. All CCTV documentation as verified by the Engineer will be utilized as the basis of measurement for all proposed stormwater conveyance sections. Payment for removal and disposal of all NJ ID 27 material and that material that has not been accepted as hazardous materials shall be paid for under this line item on a per foot basis.

**Disposal of Hazardous Soils (If and Where Directed)** measurement and payment will be made for tested contaminated material that does not qualify for disposal at a waste facility as NJ ID 27 material. The unit cost for this bid item established by the contractor in the bid proposal is to be reasonably supported by backup documentation, provided to the Engineer upon request consisting of and including labor costs, analytics sampling and testing requirements, transportation distance to approved waste facility, and approved waste facility disposal rates. Only that material that has been accepted by the Engineer and proven to be classified as hazardous per governing regulations and governing sampling protocols will be paid for under this line item on a per ton basis. There is a minimum unit bid price for this item which should be equal to \$100.00 per ton. Bidders shall not provide a unit price below this bid item.

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

<u>Bid Item</u>	<u>Pay Unit</u>
Clean and Closed Circuit Televisive Less Than 8-inch Diameter Sewer (If & Where Directed)	LF
Clean and Closed Circuit Televisive Greater Than 8-inch to 12-inch Diameter Sewer	LF
Clean and Closed Circuit Televisive Greater Than 12-inch to 24-inch Diameter Sewer	LF
Clean and Closed Circuit Televisive Greater Than 24-inch to 36-inch Diameter Sewer	LF
Clean and Closed Circuit Televisive Greater Than 36-inch to 42-inch Diameter Sewer (If & Where Directed)	LF
Disposal of Hazardous Soils (If And Where Directed)	TON
<b>Minimum Unit Price = \$100.00/TON</b>	

#### END OF SECTION

## **Attachment 1**

# **PUBLIC AGENCY GUIDELINES FOR ADMINISTERING EEO IN PUBLIC CONTRACTS**

# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AND AUDIT UNIT

# EEO

MONITORING PROGRAM

**PUBLIC AGENCY**  
Guidelines for Administering  
Equal Employment Opportunity and  
Affirmative Action in Public Contracts



Pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

Website: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

Telephone: (609) 292-5473

Fax: (609) 292-1102

July, 2022

## **Assistance With Using This Summary:**

If you wish to receive clarification concerning any item contained in this summary relating to EEO/AA legal requirements for **goods, general services and professional services contracts**, please contact:

NJ Department of the Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206  
Telephone (609) 292-5473  
Fax (609) 292-1102

For clarification concerning any item contained in this summary relating to EEO/AA legal requirements for **construction contracts**, please contact:

NJ Department of Labor & Workforce Development  
Construction EEO Monitoring Program  
PO Box 209  
Trenton, New Jersey 08625-0209  
Telephone (609) 292-9550  
Fax (609) 984-4023



# Public Agency Guidelines For Administering EEO in Public Contracts

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# Public Agency Guidelines For Administering EEO in Public Contracts

## 1. General

Procurement and contracting responsibilities are a fundamental part of government. Successful implementation of these functions includes the recognition and awareness of Equal Employment Opportunities for minorities and women under the law (N.J.S.A. 10:5-31 et seq.). This summary has been prepared to assist you comply with the law.

All Public Agencies that award contracts to vendors (goods, general services and professional services) and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1-1 et seq. The Division of Purchase & Property's Contract Compliance and Audit Unit (hereafter referred to as "Division") is responsible for ensuring compliance with the statute and regulations. As such, the Division monitors the labor workforce employed by vendors that receive public funds for goods, general services and professional services. The Department of Labor and Workforce Development's Construction EEO Monitoring Program, (hereafter referred to as "Dept. of LWD") monitors legal compliance related to construction contracts.

In addition, Division representatives periodically review Public Agency contracting processes to ensure that they are complying with EEO/AA requirements. The result of such review will be a determination that the agency is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner. If the result is "Satisfactory" the agency need only maintain its compliance. If the result is "Unsatisfactory" the agency may be required to make corrections to its processes and may be required to meet with Division representatives to ensure that all corrections have been completed. An unsatisfactory review may result in the issuance of sanctions or referral to the Attorney General for appropriate enforcement action in cases of continued non-compliance.

Public Agencies shall comply with the following requirements set forth at N.J.A.C. 17:27-3.2 in order to ensure equal employment opportunity in public contracting:

- Comply with all regulations promulgated by the Division with respect to its obligations to assist with equal employment opportunity and affirmative action compliance and enforcement efforts;
- Cooperate fully with the Division in the establishment and implementation of guidelines for determining whether a vendor or construction contractor has failed to provide equal employment opportunity in the hiring of minorities and women for public contracts;
- Include mandatory equal employment opportunity and affirmative action language in its advertisements, bids specifications and contracts;
- Include in each contract the State's intent to carry out its responsibilities requiring equal employment opportunity and affirmative action by vendors and construction contractors, the vendor and contractor's obligations under the law and related regulations, and the consequences of the failure to do so;
- Provide vendors and construction contractors with documentation describing the relevant law and rules and, as requested, copies of same;
- Provide to the Division or Dept. of LWD any information which indicates that a goods or services vendor; or a construction contractor is not in compliance with equal employment opportunity requirements and fully cooperate in any Division/ Dept. of LWD investigation of such entity's compliance with these requirements;

Provide the Division with such other information as it shall request and as shall be necessary to enable the Division to fulfill its mission;

# Public Agency Guidelines For Administering EEO in Public Contracts

- Require parties with contracts awarded by the Public Agency to certify that they are in compliance with equal employment opportunity and affirmative action in public contracting requirements by presenting mandatory evidence; and
- Include in any public contract a provision requiring all parties to the contract and any subcontracts thereof to make a good faith effort to provide equal employment opportunity for minorities and women, and further providing that a failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower a construction contractor's aggregate rating or such other action as provided by law.

A Public Agency may, at any time, request technical assistance from the Division. Such assistance shall consist of a Division representative visiting the Public Agency and explaining the requirements of the statute and regulations. A finding of "Satisfactory" or "Unsatisfactory" will not be made in response to a request for assistance.

## 2. Summary of Public Agency Requirements

### 2.1 Public Agency Compliance Officer (P.A.C.O.)

In accordance with N.J.A.C. 17:27-3.3, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer or P.A.C.O. (see Attachment 1). The P.A.C.O. is the liaison between the Division and the Public Agency and is the Public Agency point of contact for all matters concerning implementation and administration of the statute and regulations. The P.A.C.O. is also responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and vendors with public contracts. Vendors shall include but is not limited to goods, professional services and general services; and construction contractors. As such, the P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

Each year, all Public Agencies are required to submit the name, title, address, telephone, number, fax, and email address of the P.A.C.O. designated by the Public Agency. This information must be submitted to the Division no later than January 10th of each year. The P.A.C.O. form can be submitted online via our website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). In addition, it shall be the responsibility of the Public Agency to update the P.A.C.O. designation at any time during the year if any changes are made concerning the designated P.A.C.O.

### 2.2 Mandatory Bid Advertisement Language

As part of the review procedures, Division representatives will review the language in a Public Agency's advertisement for the receipt of bids, solicitations and/or request for proposals to ensure that the Public Agency has complied with N.J.A.C. 17:27-1.1 et seq. Accordingly, all Public Agencies must include the following language in all solicitations or advertisements for bid:

"Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq."

For all contracts exempt from public bidding, the Public Agency shall include the following language in its solicitation:

# **Public Agency Guidelines For Administering EEO in Public Contracts**

“If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et. seq.”

## **2.3 Mandatory Contract Language**

All contracts issued by a Public Agency must contain the mandatory affirmative action language set forth in N.J.A.C. 17:27-1.1 et seq. During a review, Division representatives will review the Public Agency’s contracts to ensure compliance with this provision.

For all goods, general services and professional services vendors, Public Agency contracts must include the affirmative action language of Exhibit A (see Attachment 2).

For all construction contracts, Public Agency contracts must include the affirmative action language of Exhibit B (see Attachment 3). Additional mandatory language for State Agencies, Independent Authorities, Colleges and Universities is also required as a result of Executive Order 151 and P.L.2009, c.335 (see attachment 14).

## **2.4 Affirmative Action Evidence**

All successful bidders for goods, general services and professional services contracts are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. For construction contracts, evidence must be submitted to Dept. of LWD and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of the contract, one of the following documents:

### **Goods, General Services and Professional Services Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division (see Attachment 4). This approval letter is valid for two years from the date of issuance. Or,
2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division (see Attachment 5). Or,

(Note: The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. The Certificate is valid for three years for any vendor with 50 or more employees or for seven years for any vendor with less than 50 employees. The Public Agency should review any Certificate submitted to ensure the date is still valid.)

3. The successful bidder shall complete an Initial Employee Report, Form AA-302 via online submission at [www.state.nj.gov/treasury/contract\\_compliance/](http://www.state.nj.gov/treasury/contract_compliance/) and submit with the \$150.00 processing fee. Once payment is processed the vendor will receive a confirmation email to print their certificate. If the vendor is unable to submit online, they may submit via mail with a check or money order payable to the Treasurer, State of New Jersey and forward a copy of the form to the Public Agency (see Attachment 6). Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations. A copy of the completed form must be submitted to the Public Agency awarding the contract.

# Public Agency Guidelines For Administering EEO in Public Contracts

The EEO/AA evidence must be submitted after notification of award but prior to execution of goods, general services and professional services contracts.

## Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report (see Attachment 7) Form AA-201 after notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 (see Attachment 8) once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. All Public Agencies must retain the affirmative action evidence in their files for review by the Division. See Attachment 9 for a summary of EEO/AA procedure set forth above.

## 2.5 Emergency Contracts

A Public Agency may award a contract to a vendor without an approved affirmative action program in an emergency situation. In such a situation, the Public Agency shall document that an actual or imminent emergency exists which requires the Public Agency to immediately award a contract for construction or the delivery of goods and general services, including professional services, and that to delay the award of the contract would endanger public health, safety, welfare or property. The vendor/contractor shall be required to comply with the EEO/AA regulations prior to receiving payment. In the event that a Public Agency awards an emergency contract, the Public Agency is also required to provide the goods, general services, and professional services vendor; or the construction contractor with the appropriate language (Exhibit A or Exhibit B) and obtain the proper affirmative action evidence.

## 2.6 Forms

### Goods, General Services and Professional Services Contracts

After notification of a goods, general services or professional services contract, it is the responsibility of the Public Agency to provide the vendor with the Initial Employee Information Report, Form AA-302, The form can be filed electronically online by visiting the website [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/) if the vendor does not have a Certificate or Letter of Federal Approval. **The Division does not supply this form to the vendor.** If the Public Agency requires a supply of forms, the Public Agency may download the forms electronically at the following website address [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).

If the vendor has an expired certificate, the vendor may apply for a renewal at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance/) A vendor may renew their certificate 90 days prior to the expiration of their certificate, and pay the \$150.00 processing fee. A vendor may also obtain a duplicate certificate for a fee of \$75.00.

### Construction Contracts

After award of a construction contract, it shall be the responsibility of the Public Agency to provide the contractor with Form AA-201, Initial Project Workforce Report. The Division does not supply this form to the contractor. If the Public Agency requires a supply of forms, the Public Agency may download the forms electronically at the following website address [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)

# **Public Agency Guidelines For Administering EEO in Public Contracts**

## **2.7 Online Submissions**

The Division has online submission for its Form AA-302, Employee Information Report concerning goods, general services and professional services vendors. The Dept. of LWD's Form AA-202, Monthly Project Workforce Report for Construction Contractors can be completed and submitted by registering with the Premier Business Services Online Forms Account. If a vendor/contractor prefers to submit a hard-copy, these forms may be obtained by accessing: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) (see Attachments 10 and 11). Please note, vendors and contractors are responsible for sending copies of their forms to the awarding Public Agency.

## **2.8 Training Fund Requirements**

The Division also ensures that all State government agencies, including independent authorities, colleges and universities allocate one half of one percent of the total cost of a construction project awarded by State agencies that are equal to or greater than \$1 million for the training of minorities and women in the construction trades in accordance with N.J.A.C. 17:27-12.1, Executive Order 151 and P.L.2009, c.313 and 335. The State Agency must forward the training funds to the Department of Labor and Workforce Development immediately upon award of the contract. It must also provide the Division with a Training Fund Letter certifying that the funds have been allocated and released to the Department of Labor and Workforce Development (see Attachment 12). The funds are used to train minorities and women in the construction trades through the NJ Build Program (P.L.2009, c.313) and thereby develops a pool of qualified minorities and women for employment on public works projects. It is noted that local governments are also required to allocate and release training funds under P.L.2009, c.313 (see Attachment 13). However, the Division has held implementation of this law as it applies to local governments in abeyance pending Attorney General advice on certain issues. For information about the NJ Build Program contact the Department of Labor and Workforce Development at (609) 984-9414.

## **2.9 Public Agency Sanctions and Penalties**

The Division, acting on its own initiative or in response to a written complaint or allegation from an interested party, shall investigate any written complaint or allegation of a violation by a Public Agency. If the Division determines that there is a substantial probability that a violation is occurring, it may issue an advisement letter to a public agency. The advisement letter shall explain in sufficient detail the facts of the alleged violation.

If the Public Agency does not correct or sufficiently address to the satisfaction of the Division the alleged public agency violation explained in the letter of advisement within 30 days of the agency's receipt of the letter of advisement, the Division may conduct a further review or issue a show cause letter to the Public Agency. The show cause letter shall explain in sufficient detail the facts of the continuing violation.

Within 10 business days of receiving a show cause letter, the Public Agency shall submit a written statement explaining why it should not be found to have violated the law. If the Division determines that the Public Agency has not adequately explained why it is not in violation of the law or if the Division determines that there may be a violation of the law and it is continuing to occur, then it shall refer the matter to the Attorney General's Office for further action consistent with N.J.S.A. 10:5-36.

A meeting with, or technical assistance provided by an official of the Division may be requested by a vendor, contractor and/or subcontractor or Public Agency at any time, whether or not a violation has been alleged.



## Public Agency Guidelines For Administering EEO in Public Contracts

The following circumstances, for example, shall constitute indications of a party's failure to meet the legal requirements, which may form the basis for a finding of a violation by the Division. These indications are a representative sampling and are not intended to constitute the only indications that may be considered by the Division in its determination as to whether a violation has occurred:

- a. Failure of a Public Agency to pay one half of one percent of the total cost of the construction project, that is the subject of one or more construction contracts and equal to or greater than \$1,000,000, to the Department of Labor for the outreach and training of minorities and women in the construction trades in accordance with the notice required pursuant to N.J.A.C. 17:27-12.1;
- b. Failure to include mandatory language in bids, advertisements, contracts or specifications;
- c. Failure to obtain affirmative action evidence from vendor/contractor;
- d. Failure to submit the Public Agency Compliance Officer (P.A.C.O.) Letter or to notify the Division of changes in P.A.C.O. designation;
- e. Failure to cooperate fully with the Division in the establishment and implementation of guidelines for determining whether a vendor or contractor has failed to provide equal employment opportunity in the hiring of minorities and women for public contracts; or
- f. Failure to provide the Division with such other information as it shall request and as shall be necessary to enable the Division to fulfill its mission.

If the Director finds that a Public Agency has violated the Act or regulations, the Treasurer is authorized to assess and collect fines in the amounts and time frames as follows:

First Violation – \$250.00 per day for each violation during which the violation continues;

Second Violation – not more than \$500.00 per day for each violation during which the violation continues; and

Third and Subsequent Violations – not less than \$500.00 per day for each violation but not more than \$1,000.00 per day for each violation.

All fines and penalties shall be paid within 30 business days of the date of the final order. Failure to pay such penalties and fines shall result in a judgment being obtained in a court of competent jurisdiction.

All fines shall be made payable to the "Treasurer, State of New Jersey". All payments shall be made by certified check or money order, or payable in a form suitable to the Treasurer.

The Division may also recommend that the Public Agency withhold payment from a non-compliant contractor in accordance with Executive Order 151 and P.L.2009, c.335.

**Note:** Public Agencies shall have the right to appeal an imposition of a sanction or penalty as provided at N.J.A.C. 17:27-10.8.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM

Print Form

Submit by Email

## Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency:	_____	Telephone:	_____
Name:	_____	Fax:	_____
Title:	_____	Email:	_____
Business Address:	_____		
	_____		

Current Highest Elected or Appointed Official: \_\_\_\_\_

- ☐ No Person currently serving as the P.A.C.O.
- ☐ The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.
- ☐ Additional technical assistance is required.

Public Agency Official Signature: \_\_\_\_\_

Please mail or fax form to:

---

\* Po Box 206 \* Trenton \* New Jersey \* 08625 \* Phone: 609-292-5473 \* Fax: 609-292-1102 \* [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)



## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27-1.1 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

## **EXHIBIT A (Cont)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

## 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. 17:27-1.1 et seq.

#### CONSTRUCTION CONTRACTS

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

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

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

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

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

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

## **EXHIBIT B (Cont)**

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

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

## **EXHIBIT B** *(Cont)*

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

## **EXHIBIT B (Cont)**

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

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

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

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

# Sample Federal Letter of Approval

Attachment 4

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
New Jersey District Office  
200 Sheffield Street, Room 102  
Mountainside, NJ 07092



<Date>

[Name of CEO]  
[Title of CEO]  
[Establishment Name]  
[Street Address]  
[City, State, Zip Code]

Dear *(insert name of contractor's official)*:

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices at *(insert name and location of the establishment, construction work sites in the economic area under review or functional unit reviewed)*.

During the compliance evaluation process, we found no apparent violations of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; or Executive Order 13496.

*[If applicable, commend the contractor for meeting EEO goals or using best practices. For example: We would like to recognize and commend (insert contractor name) for exceeding the hiring benchmark for protected veterans and disability utilization goal. Please accept the attached listing of local recruitment sources to utilize as you continue to conduct positive outreach and recruitment.]*

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance evaluation.

Sincerely,  
*(insert name of district director)*

District Director

cc: *[insert names]*

**State Treasurer**





FORM AA-201

Revised 11/11

## STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

## Official Use Only

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Name:			
				Address:			
(Name)				CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD			
(Street Address)				6. NAME AND ADDRESS OF PROJECT			
(City)      (State)      (Zip Code)				7. PROJECT NUMBER			
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE	
		MALE      FEMALE		MALE      FEMALE		PROJECTED COMPLETION DATE	
		J      AP      J      AP		J      AP      J      AP			
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

FORM AA-202

REVISED 11/11

**State Of New Jersey**  
*Department of Labor & Workforce Development*  
*Construction EEO Compliance Monitoring Program*

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:

[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

3. F ID or SS Number	
1. Name and address of Prime Contractor	2. Contractor ID Number
4. Reporting Period	
(NAME)	5. Public Agency Awarding Contract
Date of Award	
(ADDRESS)	6. Name and Location of Project
County	
7. Project ID Number	
(CITY)	(STATE)
(ZIP CODE)	

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

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
(DATE)		

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

## PUBLIC CONTRACT EEO/AA COMPLIANCE PROCEDURES FLOW CHART

### EEO/AA Procedures In Awarding Public Contracts

<i><b>Public Agency</b></i>	<i><b>Vendor</b></i>	<i><b>Contractor</b></i>
	<u>Goods, Professional Services, and General Services Contracts</u>	<u>Construction Contracts</u>
❖ <i>Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.</i>	Mandatory Language of Exhibit A	Mandatory Language of Exhibit B  Additional Mandatory Language EO 151 and P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)
❖ <i>Include appropriate Mandatory Language in contracts and bid specifications.</i>	All successful vendors must submit one of the following forms of evidence:	All successful construction contractors must submit the following form of evidence:
❖ <i>Obtain Required EEO/AA evidence from vendor or contractor.</i>	1. Copy of Letter of Federal Approval Or 2. Certificate of Employee Information Report Or 3. Complete Form AA-302 (Employee Information Report)	Complete Form AA-201 (Initial Project Workforce Report)   Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance Officer
	EEO/AA Evidence must be submitted after notification of award, but prior to signing of the contract	EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract

**STATE OF NEW JERSEY  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT**

**CONSTRUCTION EEO MONITORING PROGRAM**

**CONSTRUCTION CONTRACTOR INSTRUCTIONS FOR WEB-ENABLED FORMS**

For your convenience, all contractors have two options in filing the Form AA-202, Monthly Project Workforce Report. As always, you may complete the form manually and mail it to the Dept. of LWD, Construction EEO Monitoring Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the Form AA-202 located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the web application.

The web application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.

NJ Department of Labor & Workforce Development  
Construction EEO Monitoring Program  
PO Box 209  
Trenton, New Jersey 08625-0209  
(609) 292-9550  
Fax (609) 984-4023

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM**

**GOODS AND SERVICES VENDOR INSTRUCTIONS  
FOR ONLINE SUBMISSION FORMS**

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have two options in filing the Form AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may renew the certificate online by inputting your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type **[www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)**.
2. Select "Online Submission/Payment of EE/AA Employee Information Report" and
3. Please follow all the "Online Submission Instructions".
4. If completing the forms manually please mail your forms and \$150.00 certificate fee, in the form of a check or money order, made payable to: "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206  
Telephone (609) 292-5473  
Fax (609) 292-1102

**Sample Training Fund Verification Notice  
For State Agencies, Independent Authorities, Colleges and  
Universities Only  
(Use Agency Letterhead)**

<Date>

Department of Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, New Jersey 08625-0206

Dear Sir or Madam:

Please be advised that <name of contracting agency> awarded contracts totaling <amount> for renovations to the <title of construction project> .

In accordance with N.J.A.C. 17:27-12.1 and EO 151 and P.L.2009, c.313 and 335, the <name of State agency> has allocated and released <amount> to the New Jersey Department of Labor and Workforce Development on <date> for the financing of outreach and training programs for minorities and women in the construction trades.

By this notification we have met the EEO/AA requirements with respect to the training fund allocation.

Sincerely,

Jane Doe, PACO

c:

**Sample Training Fund Verification Notice  
For Local Government Only  
(Use Agency Letterhead)**

<Date>

Department of Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
PO Box 206  
Trenton, New Jersey 08625-0206

Dear Sir or Madam:

Please be advised that <name of contracting agency> awarded contracts totaling <amount> for the <title of construction project> .

In accordance with the P.L.2009, c.313, the <name of Public agency> has allocated <amount> on <date> for the financing of outreach and training programs for minorities and women in the construction trades. As per your directive, we have allocated these funds in our records only and are holding their release to the Dept. of Labor & Workforce Development in abeyance until certain issues regarding the law's implementation have been addressed by the Attorney General.

By this notification we have met the EEO/AA requirements with respect to the training fund allocation.

Sincerely,

Jane Doe, Business Administrator

c:



## Additional Mandatory Construction Contract Language For State Agencies, Independent Authorities, Colleges and Universities Only

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. **It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.** The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** 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 **[Reporting Agency's]** satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency's]** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
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 **[Reporting Agency]** 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 **[Reporting Agency]** 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.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA-201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.

## **Attachment 2**

# **PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Payroll Certification for Public Works Projects  
for Contractor and Subcontractor's Weekly and Final Certification

Other (specify)

Name of ☐ Contractor or ☐ Subcontractor

F.E.I.N.

Payroll No.

Date Wages Due & Paid (mm/dd/yyyy)

Week Ending Date

or ☐ Final Certification

Business Address

Project Location

Project Name

Contract I.D. or Project I.D.

Contractor Registration #

**SUBMIT** form by  
email: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)

**IMPORTANT:** For purposes of law,  
you must also submit this form to  
the appropriate public body or lessor.

1. Employee Name and Address	2. Work		3. Demographics		Straight Time or Overtime	4. Day and Date							5. Total Hours	6. Hourly Rate of Pay	7. Gross Amt. Earned		8. Deductions					9. Net Wages Paid for Week	10. Total Fringe Benefit Cost/Hour
	Job Title e.g., apprentice, journeyman, foreman	Work Classification/ Occupational Category e.g., carpenter, mason, plumber	Sex M=Male F=Female X=Non-Binary	Race See Key		SU	MO	TU	WE	TH	FR	SA			This Project	This Week	FICA	Federal Tax	State Tax	Other (specify)	Total Deductions		
						mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd											
					S																		
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**KEY** W= White; B= Black or African American;  
A= Asian; N= American Indian or Native Alaskan;  
I = Native Hawaiian or Pacific Islander; M= 2 or More

☐ Check if additional sheets used

**I, the undersigned, do hereby state and certify:**

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

(Project Name & Location)

that during the payroll period beginning on (date) \_\_\_\_\_, and ending on (date) \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the aforementioned Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits have been or will be made when due to appropriate programs for the benefit of such employ-ees, as noted in Section 4(c) at right.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) at right.

(5) N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

☐ By checking this box and typing my name below, I am electronically signing this application. I understand that an electronic signature has the same legal effect as a written signature.

Name \_\_\_\_\_

Title \_\_\_\_\_ Date (mm/dd/yy) \_\_\_\_\_

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.  
- N.J.S.A. 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

**4(c) Benefit Program Information in AMOUNT CONTRIBUTED PER HOUR** (Must be completed if 4(a) is checked)

To calculate the cost per hour, divide 2,000 hours into the benefit cost per year per employee.

[illegible]

## **Attachment 3**

# **NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE RATE DETERMINATION COUNTY AND STATE**



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:

$$W = \text{Wage Rate per Hour} \quad B = \text{Fringe Benefit Rate per Hour}^* \quad T = \text{Total Rate per Hour}$$

- \* 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 - MORRIS

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/23
Journeyman (Mechanic)	W44.23 B28.63 T72.86

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

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 - MORRIS

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/23
Foreman	W53.50 B46.66 T100.16
General Foreman	W55.50 B47.71 T103.21
Journeyman	W48.50 B44.92 T93.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

PERIOD AND RATES						
INTERVAL	65%	70%	75%	80%	85%	90%
1000 Hours						
Benefit =	38.07	39.03	40.03	41.00	41.99	42.97

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 - MORRIS

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 - MORRIS

PREVAILING WAGE RATE

Craft: Boilermaker - Minor Repairs

	01/01/23
Foreman	W35.45 B17.78 T53.23
General Foreman	W35.95 B17.78 T53.73
Mechanic	W33.95 B17.78 T51.73

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 - MORRIS

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	06/01/23
Deputy Foreman	W51.00 B36.28 T87.28
Foreman	W55.75 B36.28 T92.03
Journeyman	W48.00 B36.28 T84.28

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	24.29	26.00	27.73	29.43

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 - MORRIS

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 - MORRIS

Craft: Carpenter

	05/04/23
Foreman	W62.72 B37.56 T100.28
Journeyman	W54.54 B32.73 T87.27

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

County - MORRIS

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

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

Craft: Carpenter

APPRENTICE RATE SCHEDULE						
INTERVAL	PERIOD AND RATES					
Yearly	40%	55%	65%	80%	90%	
Benefit	59% of	Appren	tice	Wage	for all	+ \$0.56
				Rate	intervals	

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter

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

INTERVAL

Yearly 40% 55% 65% 80%  
Benefits 59% of apprentice wage rate for all intervals + \$0.56

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.

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

County - MORRIS

Craft: Carpenter - Resilient Flooring

	05/04/23
Foreman	W62.72 B37.47 T100.19
Journeyman	W54.54 B32.64 T87.18

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

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

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

County - MORRIS

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE						
INTERVAL	PERIOD AND RATES					
Yearly	40%	55%	65%	80%	90%	
Benefit	59%	of	Appren tice	Wage rate	for all intervals	+ \$0.47

Ratio of Apprentices to Journeymen - \*

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

Craft: Carpenter - Resilient Flooring

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

INTERVAL      PERIOD AND RATES

Yearly      40%      55%      65%      80%

Benefits      59% of apprentice wage rate for all intervals + \$0.47

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MORRIS

Craft: Carpenter-Residential Construction

PREVAILING WAGE RATE

	07/19/23
Foreman	W52.62 B11.78 T64.40
Journeyman	W45.76 B10.97 T56.73

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.

County - MORRIS

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	+ \$5.47

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 - MORRIS

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 - MORRIS

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

COMMENTS/NOTES

\*\*\*See "Bricklayer, Stone Mason" Rates\*\*\*

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

County - MORRIS

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/02/23
Foreman	W48.02 B29.51 T77.53
General Foreman	W52.38 B29.51 T81.89
Journeyman	W43.65 B29.51 T73.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	80%
Benefits	8.85	8.85	11.25	11.25	12.30	12.30	15.10	15.10

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 - MORRIS

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MORRIS

Craft: Diver      PREVAILING WAGE RATE

	06/01/23
Diver	W63.24 B51.72 T114.96
Tender	W51.50 B51.72 T103.22

Craft: Diver      COMMENTS/NOTES

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

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

AIR DIVES:	MIXED GAS DIVES:
0-59 feet: No additional wage	0-74 feet: No additional wage
60-74 feet: + \$0.25 per foot	75-125 feet: + \$1.00 per foot
75-125 feet: + \$0.78 per foot	126-200 feet: + \$2.00 per foot

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

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

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

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

County - MORRIS

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	06/01/23
Foreman	W59.23 B51.72 T110.95
Foreman (Concrete Form Work)	W58.13 B38.36 T96.49
Journeyman	W51.50 B51.72 T103.22
Journeyman (Concrete Form Work)	W50.55 B38.36 T88.91

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES				
Yearly	20.60	25.75	33.48	41.20	
Benefits	33.96	for all intervals			

Ratio of Apprentices to Journeymen - \*

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

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES	
Yearly	20.22	25.28
Benefits	26.14	for all intervals

CREOSOTE HANDLING:

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

HAZARDOUS WASTE WORK:

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

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

FOREMAN REQUIREMENTS:

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

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

County - MORRIS

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

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

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

County - MORRIS

Craft: Drywall Finisher

Craft: Electrician

	05/02/23
Foreman	W47.17 B29.54 T76.71
General Foreman	W49.31 B29.54 T78.85
Journeyman	W42.88 B29.54 T72.42

Craft: Drywall Finisher

Craft: Electrician

Craft: Drywall Finisher		APPRENTICE RATE SCHEDULE	
INTERVAL		PERIOD AND RATES	
6 Months	40%	50%	60%
Benefits	Intervals	1 to 2 = 11.45	Intervals 3 to 4 = 14.33

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 - MORRIS

Craft: Electrician

	05/29/23	06/03/24
Cable Splicer	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (11-20 Journeymen)	W72.39 B45.95 T118.34	W74.15 B47.84 T121.99
Foreman (1-3 Journeymen)	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (4-10 Journeymen)	W71.15 B45.17 T116.32	W72.89 B47.02 T119.91
General Foreman (21-30 Journeymen)	W74.24 B47.14 T121.38	W76.06 B49.06 T125.12
General Foreman (31-60 Journeymen)	W80.43 B51.07 T131.50	W82.39 B53.15 T135.54
General Foreman (61+ Journeymen)	W81.67 B51.85 T133.52	W83.66 B53.97 T137.63
Journeyman	W61.87 B39.30 T101.17	W63.38 B40.89 T104.27
Sub-Foreman	W70.52 B44.79 T115.31	W72.25 B46.61 T118.86

Craft: Electrician

APPRENTICE RATE SCHEDULE

Craft: Electrician		APPRENTICE RATE SCHEDULE	
INTERVAL		PERIOD AND RATES	
Yearly	40%	49%	58%
Benefit	40%	49%	58%

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES



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

**County - MORRIS**

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

- All fiber optic work.

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

**FOREMAN REQUIREMENTS:**

- 1 to 3 Journeyman- 1 must be a Foreman (Foreman/1-3 Journeyman rate).  
 - 4 to 10 Journeyman- 1 must be a Foreman (Foreman/4-10 Journeyman rate).  
 - 11 to 20 Journeyman- 1 must be Foreman (Foreman/11-20 Journeyman rate) and 1 must be a Sub-Foreman.  
 - 21 to 30 Journeyman- 1 must be a General Foreman (General Foreman/21-30 Journeyman rate) and 2 must be a Sub-Foreman.  
 - 31 to 40 Journeyman- 1 must be a General Foreman (General Foreman/31-40 Journeyman rate) and 3 must be a Sub-Foreman.  
 - 41 to 50 Journeyman- 1 must be a General Foreman (General Foreman/31-60 Journeyman rate) and 4 must be a Sub-Foreman.  
 - 51 to 60 Journeyman- 1 must be a General Foreman (General Foreman/31-60 Journeyman rate) and 5 must be a Sub-Foreman.  
 - 61+ Journeyman- 1 must be a General Foreman (General Foreman/61+ Journeyman rate) and 6 must be a Sub-Foreman.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

	11/28/22	12/04/23	12/02/24
Journeyman Technician (1-2 Workers on Job)	W45.86 B27.05 T72.91	W47.08 B27.78 T74.86	W48.21 B28.45 T76.66
	W59.62 B35.16 T94.78	W61.20 B36.12 T97.32	W62.67 B36.99 T99.66
	W54.57 B32.19 T86.76	W56.03 B33.05 T89.08	W57.37 B33.86 T91.23
Technician AForeman (9-15 Workers on Job)	W52.28 B30.84 T83.12	W53.67 B31.67 T85.34	W54.96 B32.43 T87.39
Technician BWorking Foreman (4-8 Workers on Job)	W49.99 B29.48 T79.47	W51.32 B30.28 T81.60	W52.55 B31.01 T83.56
Technician CForeman (3 Workers on Job)	W47.69 B28.14 T75.83	W48.96 B28.89 T77.85	W50.14 B29.59 T79.73

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

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.45	7.45	8.51	9.15	10.22	11.49	12.98	14.26	15.76	17.24

### Ratio of Apprentices to Journeymen - 2:3

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

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 11-28-22:

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.67	7.67	8.76	9.43	10.52	11.84	13.38	14.69	16.22	17.76

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-4-23:

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.88	7.88	9.00	9.68	10.80	12.15	13.73	15.09	16.66	18.23

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-2-24:

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

County - MORRIS

INTERVAL	PERIOD AND RATES					
6 Months	35%	35%	40%	43%	48%	54%
Benefits	8.07	8.07	9.22	9.91	11.07	12.45
						14.06
						15.44
						17.06
						18.68

NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% 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 are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

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

County - MORRIS

Craft: Electrician - Teledata (16 Instruments & More)

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

\*\*\*See ELECTRICIAN Rates\*\*\*

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

County - MORRIS

Craft: Electrician- Outside Commercial      PREVAILING WAGE RATE

	05/29/23	06/03/24
Cable Splicer	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Certified Welder	W65.26 B40.95 T106.21	W66.86 B42.62 T109.48
Equipment Operator	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Foreman (11-20 Journeyman workers on job)	W72.72 B45.62 T118.34	W74.50 B47.50 T122.00
Foreman (1-3 Journeyman workers on job)	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Foreman (4-10 Journeyman workers on job)	W71.47 B44.86 T116.33	W73.23 B46.70 T119.93
General Foreman (21-30 Journeyman workers on job)	W74.58 B46.81 T121.39	W76.41 B48.71 T125.12
General Foreman (31-60 Journeyman workers on job)	W80.80 B50.70 T131.50	W82.78 B52.76 T135.54
General Foreman (61+ Journeyman workers on job)	W82.04 B51.48 T133.52	W84.05 B53.58 T137.63
Groundman	W37.29 B23.41 T60.70	W38.21 B24.35 T62.56
Journeyman Lineman/Technician	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Sub-Foreman	W70.85 B44.46 T115.31	W72.59 B46.27 T118.86

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

County - MORRIS

Craft: Electrician- Outside Commercial      APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
1000 Hours	60%	65%	70%	75%	80%	85%
Benefits	61.75% of	Journey	man	wage	+ \$.01	

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-29-23:

Interval      Period and Rates  
1000 Hours    60%    65%    70%    75%    80%    85%    90%  
Benefits      62.75% of the Journeyman wage + \$.01

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

Interval      Period and Rates  
1000 Hours    60%    65%    70%    75%    80%    85%    90%  
Benefits      63.75% of the Journeyman wage + \$.01

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES  
The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- 1 to 3 Journeyman- 1 must be a Foreman (Foreman/1-3 Journeyman rate).  
- 4 to 10 Journeyman- 1 must be a Foreman (Foreman/4-10 Journeyman rate).  
- 11 to 20 Journeyman- 1 must be Foreman (Foreman/11-20 Journeyman rate) and 1 must be a Sub-Foreman.  
- 21 to 30 Journeyman- 1 must be a General Foreman (General Foreman/21-30 Journeyman rate) and 2 must be a Sub-Foreman.  
- 31 to 40 Journeyman- 1 must be a General Foreman (General Foreman/31-40 Journeyman rate) and 3 must be a Sub-Foreman.  
- 41 to 50 Journeyman- 1 must be a General Foreman (General Foreman/31-60 Journeyman rate) and 4 must be a Sub-Foreman.  
- 51 to 60 Journeyman- 1 must be a General Foreman (General Foreman/31-60 Journeyman rate) and 5 must be a Sub-Foreman.  
- 61+ Journeyman- 1 must be a General Foreman (General Foreman/61+ Journeyman rate) and 6 must be a Sub-Foreman.

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

OVERTIME:

Hours 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 Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

County - MORRIS

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

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

County - MORRIS

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					
	60%	65%	70%	75%	80%	85%
* 6 Months						
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 - MORRIS

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					
	31.65	34.29	36.93	39.56	42.20	44.84
6 Months						
Benefits	28.02	29.62	31.20	32.80	34.40	36.00

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 - MORRIS

Craft: Elevator Constructor      PREVAILING WAGE RATE

	03/29/23
Journeyman	W77.49 B45.23 T122.72

Craft: Elevator Constructor      APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
	34.60	42.62	50.37	58.12		
Yearly						
Benefits	35.56	36.49	38.02	39.55		

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - MORRIS

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/29/23
Journeyman	W60.89 B44.07 T104.96

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
	Yearly	34.60	33.49	39.58	45.67	
Benefits	35.50	36.07	37.52	38.97		

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

- Overtime:  
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

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

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

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

County - MORRIS

Craft: Glazier

PREVAILING WAGE RATE

	06/20/23
* Leadman	W52.53 B30.38 T82.91
Foreman	W54.53 B30.62 T85.15
General Foreman	W56.53 B30.86 T87.39
Journeyman	W50.53 B30.14 T80.67

Craft: Glazier

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES							
	6 Months	50%	55%	60%	65%	70%	75%	80%
Benefits	10.16	10.16	10.16	12.85	12.85	16.15	16.15	17.64

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier

COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

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

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MORRIS

rate.

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

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

County - MORRIS

PREVAILING WAGE RATE

Craft: Heat & Frost Insulator

	09/20/22
Foreman	W60.72 B36.22 T96.94
General Foreman	W63.06 B37.33 T100.39
Journeyman	W58.44 B35.66 T94.10

APPRENTICE RATE SCHEDULE

Craft: Heat & Frost Insulator

INTERVAL	PERIOD AND RATES					
Yearly	27.38	32.49	39.13	45.71		
Benefits	20.86	24.73	27.41	30.01		

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MORRIS

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/20/22
Asbestos Helper Abatement	W36.89 B24.92 T61.81

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
	SEE	HEAT & FROST	INSULAT OR			

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MORRIS

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W63.28 B34.92 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W65.78 B34.92 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W58.28 B34.92 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					
	50%	70%	90%			
6 Months						
Benefits	13.65	20.81	27.43			

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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



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

County - MORRIS

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 - MORRIS

Craft: Industrial Painter- Structural Steel

		PREVAILING WAGE RATE			
		02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02	W0.00	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00	B0.00
	T84.59	T86.59	T86.59	T88.59	T90.59
General Foreman	W54.52	W0.00	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00	B0.00
	T87.09	T89.09	T91.09	T93.09	
Journeyman	W47.02	W0.00	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00	B0.00
	T79.59	T81.59	T83.59	T85.59	

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES							
	SEE	INDUST	RIAL	PAINTER	BRIDGES			

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MORRIS

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 - MORRIS

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W53.07 B32.22 T85.29	W0.00 B0.00 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W55.57 B32.22 T87.79	W0.00 B0.00 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W48.07 B32.22 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							
	50%	70%	90%					
6 Months								
Benefits	13.65	20.81	27.43					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MORRIS

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 - MORRIS

Craft: Ironworker

PREVAILING WAGE RATE

	07/07/23
Rod /Fence Foreman	W49.89 B49.67 T99.56
Rod/Fence Journeyman	W46.89 B49.67 T96.56
Structural Foreman	W52.19 B49.67 T101.86
Structural Journeyman	W49.19 B49.67 T98.86

Craft: Ironworker

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker

COMMENTS/NOTES

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

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - MORRIS

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

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

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

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

County - MORRIS

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 - MORRIS

Craft: Laborer - Building

PREVAILING WAGE RATE

	06/01/23
Class A Journeyman	W38.00 B32.17 T70.17
Class B Journeyman	W37.00 B32.17 T69.17
Class C Journeyman	W31.45 B32.17 T63.62
Foreman	W42.75 B32.17 T74.92
General Foreman	W47.50 B32.17 T79.67

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

County - MORRIS

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

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

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used 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.

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES				
6 Months	60%	70%	80%	90%	of Class B wage rate
Benefit	28.92	28.92	28.92	28.92	

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 grout 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 - MORRIS

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				
	60%	70%	80%	90%	
1000 Hours					
Benefit	23.98	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 - MORRIS

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES			
	800 hours	600 hours	600 hours	
As shown				
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 - MORRIS

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 HOLIDAYS:

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 - MORRIS

Craft: Millwright

PREVAILING WAGE RATE

	05/04/23
Foreman	W64.35 B38.57 T102.92
Journeyman	W55.96 B33.62 T89.58

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
	40%	55%	65%	80%	90%	
6 Months						
Benefits	59% of	Appren	tice	Wage	Rate	for all intervals + \$0.61

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 - MORRIS

Craft: Operating Engineer      PREVAILING WAGE RATE

Rates are located in the  
"Statewide" rate package

Craft: Operating Engineer      APPRENTICE RATE SCHEDULE

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

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 - MORRIS

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				
	70%	75%	of Rod/ 80%	Chainman 90%	Wage Transit/ Instrument man Wage
Yearly					
Yearly					

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 - MORRIS**

**Craft: Painter - Line Striping**

### PREVAILING WAGE RATE

12/07/22			
Apprentice (1st year)	W29.15 B14.75 T43.90	W33.25 B25.70 T58.95	W42.05 B26.48 T68.53
Apprentice (2nd year)			W37.28 B26.48 T63.76
Foreman (Charge Person)			W41.05 B26.48 T67.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)			
Journeyman 2 (at least 2 years of working exp. as a journeyman)			

**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 - MORRIS

**Craft: Paperhanger**

PREVAILING WAGE RATE

05/02/23	Foreman	W52.82 B29.51 T82.33
	Journeyman	W48.02 B29.51 T77.53

**Craft: Paperhanger**

## APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
SEE	COMME	CIAL	PANTER			
	R					

**Craft: Paperhanger**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Paperhandlers 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 - MORRIS

Craft: Pipefitter

PREVAILING WAGE RATE

	05/03/23
Foreman	W63.60 B41.54 T105.14
Journeyman	W59.57 B41.54 T101.11

Craft: Pipefitter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES					
Yearly	20.85	26.81	32.76	38.72	44.68	
Benefit	27.74	29.86	31.99	34.11	36.23	

Ratio of Apprentices to Journeyman - 1:5

Craft: Pipefitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half, inclusive of benefits. All remaining overtime shall be paid as stated above.

SHIFT DIFFERENTIALS - SERVICE & MAINTENANCE WORK:

- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

OVERTIME - SERVICE & MAINTENANCE WORK:

- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of

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

County - MORRIS

benefits.

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

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

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

County - MORRIS

Craft: Plasterer

See Bricklayer, Stone Mason Rates

Craft: Plasterer  
\*\*\*See BRICKLAYER, STONE MASON Rates\*\*\*

COMMENTS/NOTES

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

County - MORRIS

Craft: Plumber

	05/02/23
Foreman	W64.25 B41.62 T105.87
General Foreman	W68.41 B41.62 T110.03
Journeyman	W59.49 B41.62 T101.11

Craft: Plumber

INTERVAL	APPRENTICE RATE SCHEDULE						
	PERIOD AND RATES						
Yearly	30%	45%	55%	65%	75%		
Benefit	17.09	23.48	25.72	27.96	30.19		

Ratio of Apprentices to Journeymen - \*

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

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

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

OVERTIME:

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

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

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

County - MORRIS

Craft: Roofer

PREVAILING WAGE RATE

	06/13/23
Foreman	W46.77 B30.81 T77.58
Journeyman	W43.77 B30.81 T74.58

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	17.50	21.88	26.26	28.45	30.63	32.83	35.01	39.39		
6 Months										
Benefits	2.16	2.16	27.31	27.31	27.31	27.31	27.31	27.31		

Ratio of Apprentices to Journeymen - \*

- \* A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- B) For roofing jobs on new built up roofs: 1:3 or fraction thereof
- C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- D) For roofing jobs (not requiring complete removal of existing systems, installation done over existing roof): 1:3 or fraction thereof

Craft: Roofer

COMMENTS/NOTES

Pitch: + 50 per hour

Mop Man: + 30 per hour

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

OVERTIME:

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

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

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

County - MORRIS

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	06/13/23
Foreman	W42.32 B41.76 T84.08
Journeyman	W40.07 B41.76 T81.83

Craft: Sheet Metal Sign Installation APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
1000 hours										
Benefits	13.85	15.77	17.72	19.69	22.11	24.09	26.07	28.06	30.04	32.02

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

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

County - MORRIS

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	07/19/23
Foreman	W58.90 B49.52 T108.42
General Foreman	W59.90 B49.52 T109.42
Journeyman	W55.40 B49.52 T104.92

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES				
	35%	45%	55%	65%	of
Yearly					man
Benefit					man

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

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

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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

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

County - MORRIS

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	07/01/23
Foreman	W71.62 B37.55 T109.17
General Foreman	W75.17 B37.55 T112.72
Journeyman	W67.12 B37.55 T104.67

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	1000 hours									
Benefits										

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

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

- Interval 1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90% Ben. 13.85 13.85 29.30 29.30 29.30 29.30 29.30 29.30 29.30 29.30 29.30

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

- Interval 1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95% Ben. 13.85 13.85 29.30 29.30 29.30 29.30 29.30 29.30 29.30 29.30 29.30

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MORRIS

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

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

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

County - MORRIS

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	07/07/23
Finisher	W49.65 B36.82 T86.47

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	60%	65%	70%	75%	85%	95%	thru 7 =	full jyrmm	benefit
750 Hours										
Benefits	Interval 1	thru 5 =	75% of	jyrmm. ben	rate	Interval 6				rate

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

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

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

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

County - MORRIS

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	06/13/23
Finisher	W48.36 B32.52 T80.88
Setter	W62.98 B35.75 T98.73

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES							
	35%	40%	50%	55%	60%	65%	70%	75%
750 Hours								

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

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

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

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

County - MORRIS

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	07/07/23
Tile Setter	W63.12 B39.49 T102.61

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES							
	40%	60%	65%	70%	75%	85%	95%	
750 Hours								
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm benefit

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

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

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

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

County - MORRIS

Craft: Tile Setter - Mosaic & Terrazzo

Craft: Truck Driver

	08/09/23
Grinder or Assistant	W59.04 B39.69 T98.73
Mechanic	W60.65 B39.70 T100.35
Terrazzo Resinous Worker	W50.47 B32.37 T82.84

Craft: Tile Setter - Mosaic & Terrazzo

Craft: Truck Driver

INTERVAL	PERIOD AND RATES						
750 Hours	50%	55%	60%	65%	70%	75%	85%
							95%
							100%

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

Craft: Truck Driver

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES			
1500 Hours	35%	45%	60%	100%

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MORRIS

Craft: Truck Driver

Craft: Truck Driver

	05/01/23	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Dump truck, Asphalt Distributor, Tack Spreader	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Euclid-type vehicles (large, off-road equipment)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Helper on Asphalt Distributor truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Low Boy Driver	W45.16 B41.78 T86.94	W47.01 B43.28 T90.29
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Straight 3-axle truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Tractor Trailer (all types)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Vacuum or Vac-All truck (entire unit)	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Winch Trailer	W43.76 B41.78 T85.54	W45.61 B43.28 T88.89

Craft: Truck Driver

Craft: Truck Driver

BLENDED RATE:

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

HAZARDOUS WASTE REMOVAL:

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



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

County - MORRIS

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

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

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be \$40.03.
- As of 5-1-23, benefits on overtime shall be \$41.53.
- As of 5-1-24, benefits on overtime shall be \$43.03.

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

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

County - MORRIS

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/23	05/01/24
Driver	W35.87 B41.78 T77.65	W37.62 B43.28 T80.90

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

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

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

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

County - MORRIS

Craft: Welder      PREVAILING WAGE RATE

Welder

STATEWIDE RATES

Craft: Welder      COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

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:

07/01/2023

Rate	Fringe	Total
57.63	37.65	95.28

CLASSIFICATIONS:

- A-Frame
- Backhoe (combination)
- Boom Attachment on loaders (Except pipehook)
- Boring & Drilling Machine
- Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer
- Bulldozer, finish grade
- Cableway
- Carryall
- Concrete Pump
- Concrete Pumping System (Pumpcrete & similar types)
- Conveyor, 125 feet or longer
- Drill Doctor (Duties include dust collector and maintenance)
- Front End Loader (2 cu. yds. but less than 5 cu. yds.)
- Grader, finish
- Groove Cutting Machine (ride-on type)
- Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
57.63	37.65	95.28	

**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

Pumperete (unit type)

Pumperete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
55.72	37.65	93.37	

**CLASSIFICATIONS:**

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curcrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
55.72	37.65	93.37	

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 (Ecomobile, 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:

07/01/2023			
Rate	Fringe	Total	
55.72	37.65	93.37	

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

TERRITORY NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
ENTIRE STATE PREVALING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
55.72	37.65	93.37	

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:

07/01/2023			
Rate	Fringe	Total	
50.38	37.65	88.03	

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:

07/01/2023			
Rate	Fringe	Total	
47.80	37.65	85.45	

CLASSIFICATIONS:

- Field Engineer - Rodman or Chainman

TERRITORY NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
ENTIRE STATE PREVALING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
57.96	37.65	95.61	

CLASSIFICATIONS:

- Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
59.22	37.65	96.87	

**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, Quartermaster  
Drillmaster/Quartermaster (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  
Juniann Pile Driver  
Locomotive (large)  
Mucking Machine

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

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
59.22	37.65	96.87	

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)  
Pile Driver  
Prentice Truck  
Roadway Surface Grinder  
Scoop (loader & shovel)  
Shovel (Excavator)  
Trackhoe (Excavator)  
Tree Chopper with boom  
Trenching Machine (cable plow)  
Tunnel Boring Machine  
Vacuum Truck

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
54.09	37.65	91.74	

**CLASSIFICATIONS:**

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
54.09	37.65	91.74	

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
61.04	37.65	98.69	

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

Effective Dates:

<b>07/01/2023</b>			
Rate	Fringe	Total	
65.72	37.65	103.37	

**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:

<b>07/01/2023</b>			
Rate	Fringe	Total	
64.72	37.65	102.37	

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.



**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**OPERATING ENGINEERS** Rates Expiration Date :

Effective Dates:

07/01/2023		
Rate	Fringe	Total
61.22	37.65	98.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

07/01/2023		
Rate	Fringe	Total
63.72	37.65	101.37

**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:**

07/01/2023		
Rate	Fringe	Total
60.22	37.65	97.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**STRUCTURAL STEEL ERECTION** Rates Expiration Date :

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

07/01/2023		
Rate	Fringe	Total
62.85	37.65	100.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2023			
Rate	Fringe	Total	
58.79	37.65	96.44	

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:

07/01/2023			
Rate	Fringe	Total	
56.13	37.65	93.78	

CLASSIFICATIONS:

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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

**STRUCTURAL STEEL ERECTION** Rates Expiration Date :

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
54.60	37.65	92.25	

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
50.84	37.65	88.49	

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
58.41	37.65	96.06	

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
47.80	37.65	85.45	

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chairman

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

**STRUCTURAL STEEL ERECTION** Rates Expiration Date :

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
59.55	37.65	97.20	

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

07/01/2023			
Rate	Fringe	Total	
67.74	37.65	105.39	

**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:**

07/01/2023			
Rate	Fringe	Total	
66.08	37.65	103.73	

**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:**

07/01/2023			
Rate	Fringe	Total	
63.24	37.65	100.89	

**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:**

07/01/2023			
Rate	Fringe	Total	
61.58	37.65	99.23	

**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.

STRUCTURAL STEEL ERECTION

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST

Effective Dates:

07/01/2023		
Rate	Fringe	Total
63.24	37.65	100.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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:

07/01/2023		
Rate	Fringe	Total
59.22	37.65	96.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2023		
Rate	Fringe	Total
52.38	37.65	90.03

CLASSIFICATIONS:

Driller's Helper

TERRITORY NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
ENTIRE STATE PREVALING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2023		
Rate	Fringe	Total
50.30	35.73	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2023		
Rate	Fringe	Total
50.00	35.73	85.73

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
ENTIRE STATE PREVALING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2023		
Rate	Fringe	Total
49.50	35.73	85.23

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2023		
Rate	Fringe	Total
52.00	35.73	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2023		
Rate	Fringe	Total
48.95	35.73	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2023		
Rate	Fringe	Total
48.60	35.73	84.33

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, Tod Man)

Effective Dates:

03/01/2023		
Rate	Fringe	Total
48.45	35.73	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, Derrail Man, Cable Man, Hose Man, Gravel Man, Form Man)

FREE AIR TUNNEL JOBS

Rates Expiration Date :

Effective Dates:

03/01/2023		
Rate	Fringe	Total
48.05	35.73	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:

07/01/2023		
Rate	Fringe	Total
57.97	37.65	95.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2023		
Rate	Fringe	Total
51.13	37.65	88.78

CLASSIFICATIONS:

Driller's Helper

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

**OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material ( dynamite, porfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
43.94	14.54	58.48			60.48

**CLASSIFICATIONS:**

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
38.00	14.18	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:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
35.77	14.05	49.82			51.47

**CLASSIFICATIONS:**

Certified Welder

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

**OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
34.79	13.74	48.53			50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
33.67	13.67	47.34			48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
27.97	13.33	41.30			42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scoorman

**Effective Dates:**

10/01/2022			10/01/2023		
Rate	Fringe	Total	Rate	Fringe	Total
39.16	14.25	53.41			55.20

**CLASSIFICATIONS:**

Crane Operator

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

MICROSUREACING/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	\$7.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017		
Rate	Fringe	Total
33.80	21.27	\$5.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017		
Rate	Fringe	Total
31.75	21.27	\$3.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017		
Rate	Fringe	Total
31.75	21.27	\$3.02

CLASSIFICATIONS:

Squeegee man

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

MICROSUREACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017		
Rate	Fringe	Total
30.30	21.27	\$1.57

CLASSIFICATIONS:

Cleaner, Taper



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

**ASPHALT LABORERS - SOUTH** Rates Expiration Date :

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem  
 {For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}  
 The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr

- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.35	35.73	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

Screedman

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

**ASPHALT LABORERS - SOUTH** Rates Expiration Date :

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
47.95	35.73	83.68

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
 Painters, Shovelers, Roller Boys

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.05	35.73	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.20	35.73	83.93

**CLASSIFICATIONS:**

Raker, Luteman

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

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH** Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

10/18/2022		
Rate	Fringe	Total
0.00	0.00	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2022		
Rate	Fringe	Total
0.00	0.00	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2022		
Rate	Fringe	Total
0.00	0.00	81.28

**CLASSIFICATIONS:**

Foreman

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

**HEAVY & GENERAL LABORERS - NORTH** Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
47.55	35.73	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:**

03/01/2023		
Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**HEAVY & GENERAL LABORERS - NORTH** Rates Expiration Date :

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
48.50	35.73	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; backscaping; gunite nozzle man

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
52.05	35.73	87.78

**CLASSIFICATIONS:**

**"A" Rate:**  
blaster

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

**"FOREMAN" Rate:**

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
52.80	35.73	88.53

**CLASSIFICATIONS:**

**"GENERAL FOREMAN" Rate**

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING 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:**

03/01/2023

Rate	Fringe	Total
47.55	35.73	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:**

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

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

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
48.25	35.73	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:

03/01/2023			
Rate	Fringe	Total	
48.25	35.73	83.98	

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
52.05	35.73	87.78	

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
51.80	35.73	87.53	

CLASSIFICATIONS:

labor foreman; drill foreman; pipe foreman; grade foreman; finisher foreman; concrete foreman

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
52.80	35.73	88.53	

CLASSIFICATIONS:

general foreman

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

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
48.50	35.73	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 :

Effective Dates:

	07/01/2023	
Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

	07/01/2023	
Rate	Fringe	Total
33.84	24.32	58.16

CLASSIFICATIONS:

Pipeline Helper

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:

	07/01/2023	
Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman Welder

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**PIPELINE - GAS DISTRIBUTION** Rates Expiration Date :

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

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

**Effective Dates:**

11/02/2022			
Rate	Fringe	Total	
63.90	29.83	93.73	

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/02/2022			
Rate	Fringe	Total	
63.90	29.83	93.73	

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/02/2022			
Rate	Fringe	Total	
40.53	22.15	62.68	

**CLASSIFICATIONS:**

Pipeline Helper

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**ASPHALT LABORERS- NORTH** Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren  
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}  
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.  
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$5.00/hr

-other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/01/2023			
Rate	Fringe	Total	
51.80	35.73	87.53	

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

03/01/2023			
Rate	Fringe	Total	
48.50	35.73	84.23	

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

03/01/2023			
Rate	Fringe	Total	
48.25	35.73	83.98	

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2023		
Rate	Fringe	Total
47.55	35.73	83.28

CLASSIFICATIONS:

Asphalt Laborer

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

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural

Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-

Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances

beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on

Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at

double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and

Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2022			12/03/2023			12/01/2024		
Rate	Fringe	Total	Rate	Fringe	Total	Rate	Fringe	Total
61.07	42.13	103.20	61.07	42.13	103.20	61.07	42.13	103.20

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2022			12/03/2023			12/01/2024		
Rate	Fringe	Total	Rate	Fringe	Total	Rate	Fringe	Total
57.61	39.75	97.36	57.61	39.75	97.36	57.61	39.75	97.36

CLASSIFICATIONS:

Journeyman Lineman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (NORTH)**

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	57.61	57.61	57.61
Fringe	39.75	39.75	39.75
Total	97.36	97.36	97.36

**CLASSIFICATIONS:**

Special License Operator

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	57.03	57.03	57.03
Fringe	39.35	39.35	39.35
Total	96.38	96.38	96.38

**CLASSIFICATIONS:**

Transit Man

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	55.31	55.31	55.31
Fringe	38.16	38.16	38.16
Total	93.47	93.47	93.47

**CLASSIFICATIONS:**

Line Equipment Operator

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	48.39	48.39	48.39
Fringe	33.38	33.38	33.38
Total	81.77	81.77	81.77

**CLASSIFICATIONS:**

Dynamite Man

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	72.01	72.01	72.01
Fringe	49.68	49.68	49.68
Total	121.69	121.69	121.69

**CLASSIFICATIONS:**

General Foreman

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	66.25	66.25	66.25
Fringe	45.71	45.71	45.71
Total	111.96	111.96	111.96

**CLASSIFICATIONS:**

Assistant General Foreman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (NORTH)**

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	64.52	64.52	64.52
Fringe	44.51	44.51	44.51
Total	109.03	109.03	109.03

**CLASSIFICATIONS:**

Line Foreman

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	46.66	46.66	46.66
Fringe	32.19	32.19	32.19
Total	78.85	78.85	78.85

**CLASSIFICATIONS:**

Street Light Mechanical Leader

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	44.36	44.36	44.36
Fringe	30.60	30.60	30.60
Total	74.96	74.96	74.96

**CLASSIFICATIONS:**

Groundman Winch Operator

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	44.36	44.36	44.36
Fringe	30.60	30.60	30.60
Total	74.96	74.96	74.96

**CLASSIFICATIONS:**

Groundman Truck Operator

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	43.78	43.78	43.78
Fringe	30.20	30.20	30.20
Total	73.98	73.98	73.98

**CLASSIFICATIONS:**

Street Light Mechanic

Effective Dates:

	12/04/2022	12/03/2023	12/01/2024
Rate	43.78	43.78	43.78
Fringe	30.20	30.20	30.20
Total	73.98	73.98	73.98

**CLASSIFICATIONS:**

Line Equipment Mechanic



**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (NORTH)** Rates Expiration Date :

**Effective Dates:**

	12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total
37.45	25.84	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

	12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total
34.57	23.85	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

	12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total
57.03	39.35	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (SOUTH)** Rates Expiration Date :

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work,

and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays

shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foreman.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by 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:**

Effective Dates:		
12/04/2022		
Rate	Fringe	Total
67.52	55.11	122.63

**CLASSIFICATIONS:**

General Foreman

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (SOUTH)** Rates Expiration Date : \_\_\_\_\_

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
60.14	50.62	110.76	

**CLASSIFICATIONS:**

Foreman

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
56.97	48.72	105.69	

**CLASSIFICATIONS:**

Small Job Foreman

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
52.75	46.18	98.93	

**CLASSIFICATIONS:**

Heavy Equipment Operator

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
52.75	46.18	98.93	

**CLASSIFICATIONS:**

Cable Splicer

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
52.75	46.18	98.93	

**CLASSIFICATIONS:**

Journeyman Lineman

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
52.75	46.18	98.93	

**CLASSIFICATIONS:**

Journeyman Welder

**TERRITORY** NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
**ENTIRE STATE** PREVALING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (SOUTH)** Rates Expiration Date : \_\_\_\_\_

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
52.75	46.18	98.93	

**CLASSIFICATIONS:**

Journeyman Painter

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
42.20	39.80	82.00	

**CLASSIFICATIONS:**

Light Equipment Operator

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
36.93	36.60	73.53	

**CLASSIFICATIONS:**

Groundman Truck Driver

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
34.29	35.02	69.31	

**CLASSIFICATIONS:**

Groundman 3rd Year

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
31.65	33.42	65.07	

**CLASSIFICATIONS:**

Groundman 2nd Year

Effective Dates:

<b>12/04/2022</b>			
Rate	Fringe	Total	
29.01	31.83	60.84	

**CLASSIFICATIONS:**

Groundman 1st Year

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/04/2022		
Rate	Fringe	Total
23.21	28.31	51.52

**CLASSIFICATIONS:**

Flagman

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
75.46	35.73	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

03/01/2023		
Rate	Fringe	Total
75.01	35.73	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS

Effective Dates:

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
74.26	35.73	109.99	

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
78.01	35.73	113.74	

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
73.43	35.73	109.16	

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
72.91	35.73	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:

03/01/2023			
Rate	Fringe	Total	
72.68	35.73	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, Derrail Man, Cable Man, Hose Man, Gravel Man, Form Man)

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS

Effective Dates:

03/01/2023			
Rate	Fringe	Total	
72.08	35.73	107.81	

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

## **Attachment 4**

**N.J.A.C. 7:22 SUBCHAPTER 9.**

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter that will be published in January 7, 2019 New Jersey Register. (additions indicated in boldface **thus**; deletions indicated in brackets [thus])

## **Subchapter 9. Awarding Contracts for State Assisted Projects to Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals**

### 7:22-9.1 Scope and purpose

(a) This subchapter establishes procedures for providing opportunities for socially and economically disadvantaged ("SED") contractors and vendors to supply materials and services under State financed construction contracts for environmental infrastructure facilities. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program. In addition, N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A-2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. The goal of 10 percent applies to the total amount of all contracts for building, materials and equipment, or services (including planning, design and building related activities) for a construction project. Where a local government unit has a SED participation goal which exceeds 10 percent of the total amount of all contracts, the local government unit must comply with both the Department's rules and the local minority and women-owned business ordinances.

(b) This subchapter also establishes the standards and procedures that will apply to the contracting agencies of grant or loan recipients in the awarding and making of contracts under their SED programs.

### 7:22-9.2 Definitions

The following words and terms, as used in this subchapter, will have the following meanings unless the content clearly indicates otherwise.

"Building" means the acquisition, erection, alteration, remodeling, improvement or extension of an environmental infrastructure facility.

"Construction" includes, but is not limited to:

1. The preliminary planning to determine the economic and engineering feasibility of environmental infrastructure facilities, the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, design, plans, working drawings, specifications, procedures, and other action necessary for the construction of environmental infrastructure facilities;

2. The building of, or purchase of land for, environmental infrastructure facilities; and

3. The inspection and supervision of the building of environmental infrastructure facilities.

"Contract" means any written agreement with a professional service or construction contractor related to the construction of an environmental infrastructure project.

"Contracting agency" means:

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1. The governing body of a local government unit or any department, branch, board, commission, committee, authority, agency or officer of such local government unit possessing the authority to award and make contracts; or

2. The owner(s) or authorized representative(s) of a private entity.

"Contractor" means any party entering into a contract to provide or offering to provide building, materials and equipment, or services to a project sponsor for the construction of environmental infrastructure facilities. This includes, but is not limited to, planning and design, as well as building related services such as engineering, inspection and accounting.

"Contractor's plan" means the SED utilization plan submitted by the contractor to the project sponsor and to the Department establishing subcontracting opportunities that will fulfill the requirements of this subchapter.

"Department" means the New Jersey Department of Environmental Protection and its successors and assigns.

"Environmental infrastructure facilities" means wastewater treatment facilities, stormwater management facilities or water supply facilities.

"Financial agreement" means the legal instrument, including a grant agreement or loan agreement, executed between either the State of New Jersey or the Trust and the project sponsor for the construction of environmental infrastructure facilities.

"Local government unit" means a county, municipality, municipal or county sewerage or utility authority, municipal sewerage district, joint meeting, improvement authority or other political subdivision of the State authorized to construct, operate and maintain wastewater treatment or stormwater management facilities, or a State authority, district water supply commission, county, municipality, municipal or county utilities authority, municipal water district, joint meeting or any other political subdivision of the State authorized pursuant to law to operate or maintain a public water supply system or to construct, rehabilitate, operate or maintain water supply facilities or otherwise provide water for human consumption.

"New Jersey environmental infrastructure financing program" means the program for providing financing to project sponsors pursuant to N.J.A.C. 7:22-3, 4 and 6, and 7:22A-6 and 7.

"Office" means the Office of Equal Opportunity and Public Contract Assistance or other program of the Department of Environmental Protection with the responsibility for administration of this subchapter.

"Private entity" means the owner(s) of a nongovernmental community water system or a nonprofit noncommunity water system.

"Project" means the defined services for the construction of specified operable environmental infrastructure facilities as approved by the Department or the Trust in the project sponsor's financial agreement.

"Project compliance officer" means an officer or employee of the project sponsor who is designated by the project sponsor to monitor and enforce compliance with the affirmative action and SED requirements of the applicable program rules and this subchapter.

"Project plan" means the proposal submitted at the time of application by the project sponsor to the Department establishing the SED utilization plan and its requirements.

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"Project sponsor" means any local government unit or private entity that seeks a loan or grant pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A -6 and 7.

"SED utilization plan" means a written document outlining the entire project work, the estimated length of time it will take to complete the project, each significant segment of the project on which SEDs will or may participate, and a description of how SEDs will be contacted.

"Socially and economically disadvantaged small business concern" or "SED" means any small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; or, in the case of a joint venture, at least 51 percent of the beneficial ownership interests are legitimately held by a SED; and

2. Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals; and

3. Which is a full participation subcontractor in that the SED is responsible for the execution of a distinct element of work and carries out the work responsibility by actually performing, managing and supervising the task involved. Any deviation from this definition will automatically classify the SED as a broker, middleman or passive conduit. These three functions are contrary to the spirit of the Trust Act and will not qualify a SED enterprise for State of New Jersey certification; and

4. Which has been certified pursuant to the New Jersey Uniform Certification Act (N.J.S.A. 52:27H-1 et seq.) or pursuant to the provisions of 49 CFR Part 23 by the New Jersey Commerce and Economic Growth Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, the New Jersey Transit or other agencies deemed appropriate by the Office, as an eligible minority business or female business.

- i. "Socially disadvantaged individuals" means those individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.

- ii. "Economically disadvantaged individuals" means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

- iii. "Socially and economically disadvantaged individuals" shall include women, Black Americans, Hispanic Americans, Native Americans, Asian Americans, and members of other groups, or other individuals, found to be socially and economically disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC 637(a)). Black Americans, Hispanic Americans, Native Americans and Asian Americans shall be defined as follows:

- (1) "Black American" means a person having origins in any of the black racial groups in Africa;

- (2) "Hispanic American" means a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

- (3) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands;

- (4) "Native American" means a person having origins in any of the original peoples of North America.



This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

"Small business concern" means a business which is independently owned and operated and which is not dominant in its field of operation. A business is independently owned and operated if the management which controls the business is responsible for both its daily and long term operations.

"Subcontract" means an agreement to perform a portion of a contract.

"Subcontractor" means a third party that is engaged by the contractor to perform part of the work under a subcontract.

"10 percent SED utilization," "10 percent goal" and "10 percent" means SED business concern participation, which includes 7 percent for minority-owned SED business concerns and 3 percent for women-owned SED business concerns.

"Trust" means the New Jersey [Environmental Infrastructure Trust] **Infrastructure Bank** established pursuant to the Trust Act.

"Trust Act" means the New Jersey [Environmental] Infrastructure Trust Act (N.J.S.A. 58:11B-1 et seq.), as amended and/or supplemented.

#### 7:22-9.3 SED utilization requirements for projects

(a) A goal of not less than 10 percent (or a higher percentage as may be required by Federal law) of the total amount of all contracts for building, materials and equipment, or services for a project funded by a New Jersey environmental infrastructure facilities financing program must be awarded to SEDs.

(b) The 10 percent SED utilization requirement shall be accomplished by the following:

1. Bids shall be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements by subcontracting portions or the work to SEDs; or

2. Contractors also have the option of establishing unrestricted bidding procedures to fulfill the 10 percent SED utilization requirement for the project.

#### 7:22-9.4 Requirement to develop SED Utilization Plan

(a) Each project sponsor shall develop, in consultation with the Office, a plan for achieving its SED utilization requirements (the "project plan"). Development of a plan shall be completed before the Department and, when relevant, the Trust may approve an application pursuant to the applicable program rules

(b) The project plan shall identify those contracts proposed to be bid on an unrestricted basis. For each unrestricted contract, the project plan shall also identify the SED utilization requirements that the successful bidder shall meet.

(c) All contractors, including SED contractors, shall submit their own SED utilization plan ("contractor's plan"), for the aspects of the project covered by the contract, to the project sponsor and to the Office within 30 days of the awarding of a contract. The Contractor's Plan shall contain provisions to meet the specific SED utilization requirements imposed upon the contractor by the project sponsor as well as to meet the general SED utilization requirements for the project pursuant to this subchapter.

(d) If the contractor does not comply with the requirements of the contractor's plan and the project sponsor does not take steps to otherwise comply with N.J.A.C. 7:22-9.3(a), the Department and, in the case

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

of a Trust loan, the Trust, may take any of the actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13.

7:22-9.5 (Reserved)

7:22-9.6 Notice of SED utilization opportunities

(a) All project sponsors, at least 30 days prior to public advertisement for bids, shall notify the agencies specified in N.J.A.C. 7:22-9.13(a)8, of the availability of opportunities for SEDs to provide services, to bid on unrestricted contracts or subcontracts, or to provide any other necessary purchase or procurement. The notice shall include a description of the type and scope of the services involved.

(b) All notices shall include a statement to the effect that the project or contract is funded in part by New Jersey wastewater treatment financing programs and the successful bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

7:22-9.7 Advertisements for SED utilization

(a) All advertisements for bids shall include a statement to the effect that the project or contract is funded in part by New Jersey environmental infrastructure financing programs and the successful bidder must comply with the provisions of N.J.A.C. 7:22-9 for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

(b) The advertisement for bids shall indicate that:

1. Awards will be made only to socially and economically disadvantaged business concerns that are certified by the New Jersey Commerce, Economic Growth and Tourism Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, New Jersey Transit or other agencies deemed appropriate by the Office as eligible minority businesses or female businesses; or

2. The invitation to bid is on an unrestricted basis whereby the successful bidder must fulfill the SED utilization requirements. The agencies specified in N.J.A.C. 7:22-9.13(a)8 will have a list of eligible SED firms and shall, upon request, provide them to the project sponsor. The project sponsor shall, during the advertisement phase, provide copies of the list to all contractors on unrestricted contracts.

(c) The advertisement for bids shall be in such newspaper or newspapers and other periodicals identified by the agencies specified in N.J.A.C. 7:22-9.13 as will best give notice thereof to appropriate bidders and shall be sufficiently in advance of the purchase or contract to promote competitive bidding. In no case shall the advertisement for bids be published less than 30 days prior to the date fixed for receiving bids on the purchase or contract.

(d) In the case of a set aside contract, the newspaper or newspapers in which the advertisement for bids appears shall be selected by the contracting agency in consultation with the Office.

(e) If there are no responses to the bid solicitation from SEDs or if the successful bidder's proposal does not meet the SED utilization requirements, the successful bidder shall advertise and continue the search for SED participants for a minimum of 30 days after the contract is awarded. The contract shall include a provision to this effect.

7:22-9.8 (Reserved)

7:22-9.9 (Reserved)

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

7:22-9.10 Lowest bid resulting in payment of unreasonable price

(a) If the contracting agency determines that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids.

(b) Bidders and the office shall be notified of the rejection of all bids, the reasons for the rejection, and the contracting agency's intent to solicit bids for a second time.

(c) If the contracting agency determines a second time that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids and notify the Office and, after receipt of the Office's approval, shall amend the project plan accordingly.

(d) Bidders shall be notified of the cancellation, the reasons for the cancellation and the contracting agency's intent to resolicit bids on an unrestricted basis. SEDs may participate in the bidding on an unrestricted basis.

7:22-9.11 Project compliance officer

(a) Each project sponsor shall designate an officer or employee to serve as its project compliance officer.

(b) The project compliance officer shall be responsible for coordinating SED utilization efforts on the project and for monitoring and enforcing compliance with the affirmative action and SED requirements of the applicable program rules.

(c) SED utilization requirements shall be an agenda item at all contract award meetings and, wherever applicable, at preconstruction conference meetings regardless of whether a loan or grant agreement has been executed or not. Each project sponsor shall be responsible for notifying the Office of the time and place of such meetings.

(d) The project compliance officer shall attend all monthly construction progress meetings.

7:22-9.12 Reports

(a) The contracting agency shall submit its planning and design SED utilization report to the Office at the time of filing of its grant/loan application.

(b) Each project compliance officer shall submit the contracting agency's monthly progress reports to the Office. Once all SED contractors have been obtained, submittal of this report will no longer be required.

(c) Each project compliance officer shall submit a periodic report on behalf of the project sponsor to the Office according to a schedule announced by the Office. At a minimum, this construction report shall be submitted quarterly; that is, January, April, July and October. Where appropriate, the Office may approve a variation in the frequency of reporting requirements specified in (b) through (d) of this section. This report shall include the following information:

1. The value of each contract and subcontract awarded to SEDs and the total dollar value and number of contracts and subcontracts awarded to SEDs;

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

2. The percentage of SED utilization in comparison to the cost of each contract, as well as the total percentage of SED utilization (including set aside contracts) in comparison to overall project costs;

3. The types and sizes of the participating SEDs and the nature of goods and services being provided; and

4. The efforts made to publicize and promote the project sponsor's SED utilization plan.

(d) Contractors shall submit a quarterly construction report to the project sponsor and to the Office. The project compliance officer may be contacted for assistance if needed.

(e) The report forms required by (a) through (d) above shall be obtained from the Office.

(f) The project compliance officer shall submit reports or information in addition to what is required by (a) through (c) above when requested to do so by the Office.

(g) Failure to comply with the reporting requirements of (a) through (d) and (f) above may subject the project sponsor to the remedies for noncompliance with State and Trust loan or grant conditions specified in the applicable program rules.

#### 7:22-9.13 Assessment of compliance

(a) Where the Office determines that a project sponsor has failed or is failing to meet the 10 percent SED utilization requirement, the project sponsor shall, upon the written request of the Office, submit the following:

1. Advertisements;
2. Signed contracts and subcontracts;
3. Documentation of solicitations of bids from SEDs;
4. Copies of Requests for Proposals;
5. Records of telephone quotations;
6. (Reserved);
7. Adequate and timely notice for encouraging SED participation; and
8. Proof that the assistance of State Agencies was solicited, including:

Office of Equal Opportunity and Public Contract Assistance  
New Jersey Department of Environmental Protection  
PO Box 402  
Trenton, New Jersey 08625-0402

Division for the Development of Small Businesses and Women Businesses and Minority  
Businesses  
New Jersey Commerce and Economic Growth Commission  
PO Box 835  
1 West State Street  
Trenton, New Jersey 08625-0835

This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. The rule below includes the amendments adopted to this subchapter on January 3, 2006.

(b) Where the project sponsor determines that a contractor has failed or is failing to meet the 10 percent SED utilization requirement, the contractor shall, upon the written request of the project sponsor, submit the documents specified in (a) above.

(c) The Office shall summarize in writing its evaluation of the reason given for noncompliance and the efforts made by the project sponsor or contractor to comply with its plan for achieving the 10 percent SED utilization requirement. The Office shall take into consideration good faith efforts made by the project sponsor or contractor to meet the goal to achieve the ten percent SED utilization requirement. These findings shall be submitted to the Department and, in the case of a Trust loan, to the Trust who, in conjunction with the Office, shall determine the nature and extent of the project sponsor's or contractor's noncompliance.

#### 7:22-9.14 Penalties

Whenever a project sponsor or a contractor has failed to comply with the requirements of this subchapter, including the 10 percent requirement for SED utilization, the Department, or the Department and the Trust, in the case of a Trust loan recipient, may withhold all of the loan or grant money, or a portion thereof, and may take any of the other actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13 which are remedies for noncompliance with any of the conditions of a loan or grant.

#### 7:22-9.15 Administrative hearings

(a) The Department and, in the case of a Trust loan, the Trust, shall make a determination regarding all disputes arising under this subchapter. The project sponsor shall specifically detail in writing the basis for its dispute. The Department and/or the Trust shall produce a decision in writing and mail or otherwise furnish a copy thereof to the project sponsor.

(b) A project sponsor may request an administrative hearing within 20 days of receipt of a decision by the Department and/or the Trust. The request for a hearing shall be sent to the Office of Legal Affairs, ATTENTION: Adjudicatory Hearing Requests, Department of Environmental Protection, PO Box 402, Trenton, New Jersey 08625-0402. The request for an administrative hearing shall specify in detail the basis for the appeal. Administrative hearings shall be conducted in accordance with the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

(c) Following receipt of a request for a hearing pursuant to (b) above, the Department and/or the Trust may attempt to settle the dispute by conducting such proceedings, meetings and conferences as deemed appropriate.

#### 7:22-9.16 Severability

If any of the provisions of this subchapter are found to be invalid, the remainder of the provisions of this subchapter shall not be affected thereby.

## **Attachment 5**

### **SED PARTICIPATION BUILDING PHASE QUARTERLY REPORTING FORM OEO-002**



*State of New Jersey*  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

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**OFFICE OF EQUAL OPPORTUNITY  
AND PUBLIC CONTRACT ASSISTANCE**

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**MUNICIPAL FINANCE  
AND CONSTRUCTION ELEMENT**

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**SED PARTICIPATION  
BUILDING PHASE  
QUARTERLY REPORTING FORM  
FOR  
CONTRACTING AGENCIES &  
CONTRACTORS**

(OEO-002)

Questions or concerns:  
NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 / [publiccontractasst@dep.nj.gov](mailto:publiccontractasst@dep.nj.gov)

V.1-2023



**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
REPORTING REQUIREMENTS ON SOCIALLY AND ECONOMICALLY  
DISADVANTAGED (SED) BUSINESS UTILIZATION**

These instructions apply to reporting on the utilization of Socially and Economically Disadvantaged Businesses (MBEs/WBEs/DBEs) under the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Financing Programs. They are intended to provide guidance to Project Sponsors and Contractors in filling out the Building Phase (SED) Utilization Form. The reporting requirements apply to all Contracting Agencies and Contractors pursuing New Jersey Financing Assistance through programs administered by the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust pursuant to N.J.A.C. 7:22-3.; N.J.A.C. 7:22-4.; N.J.A.C. 7:22-6; N.J.A.C. 7:22A-6; N.J.A.C. 7:22-7.

Each Project Sponsor and Contractor must submit this building SED Report (Form OEO-002) quarterly on MBE/WBE utilization for each contract for which a Project Sponsor or its Contractor(s) awards a sub-agreement. The form must be submitted to the New Jersey Department of Environmental Protection (NJDEP), Office of Equal Opportunity and Public Contract Assistance within 15 days following the close of each fiscal year quarter (i.e., January 15, April 15, July 15, and October 15).

**INSTRUCTIONS FOR FILLING OUT SED UTILIZATION REPORT**

1. Read instructions carefully before completing form and refer to N.J.A.C. 7:22-9.1 et seq. for further guidance.
- 2a. The name, address, and email of Project Sponsor participating in the grant/loan programs for environmental infrastructure facilities.
- 2b. Name, address, and email of the Project Compliance Officer responsible for submitting periodic reports.
3. Name, address, and email of party contracting directly with the Project Sponsor.
4. Self-explanatory.
- 5a. The grant/loan project number for the agreement between the State of New Jersey and the Project Sponsor.
- 5b. The grant/loan project number for the contract between the Project Sponsor and its contractor(s).
6. Include brief description of project.
- 7a. - 7c. Self-explanatory.
- 8a. The county in which the Project Sponsor is located.
- 8b. The municipality in which the Project Sponsor is located.
9. The date of the agreement between the State of New Jersey and the Project Sponsor.
- 10a. The date of agreement between the Project Sponsor and the contractor.
- 10b. Self-explanatory.
11. Indicate MBE and WBE goals based upon project plan for SED utilization developed in consultation with The Office. These goals may vary depending upon local law. Where a Project Sponsor has a SED participation goal which exceeds ten percent, the Project Sponsor's goal shall take precedence.
12. Enter the name, address and telephone number of each SED participating in the building phase as a subcontractor under agreement with the construction management firm or the Project Sponsor. Check applicable MBE or WBE status of each listed SED. Explain type of service rendered and list the total dollar amount of the subcontract. Each entry must be accompanied by a copy of the signed subcontract.  
  
**Restricted** - Bids may be solicited on a restricted basis by setting aside a contract for building, materials and equipment, or services which is designated as a contract for which bids are invited and accepted only from SEDs.
13. See instructions for Item 12. This section is designated for SEDs participating in the building phase of a project as a subcontractor under agreement with building contractor(s).
14. Person signing must be the designated Project Compliance Officer of the Project Sponsor. The contractor(s) or the authorize representative of the contractor(s).
15. Additional comments or explanations. Refer to the specific item number on the form, if applicable.

Questions or concerns:

NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 /publiccontractasst@dep.nj.gov

V.1-2023





**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF EQUAL OPPORTUNITY & PUBLIC CONTRACT ASSISTANCE**  
**MUNICIPAL FINANCE & CONSTRUCTION ELEMENT**

**QUARTERLY CONSTRUCTION REPORT**

**SOCIALLY AND ECONOMICALLY DISADVANTAGED (SED) BUSINESS UTILIZATION**

**1. *Read Instructions Before Completing Form.***

2a. Project Sponsor Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

2b. Project Compliance Officer: \_\_\_\_\_

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

Email: \_\_\_\_\_

3. Contractor Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

**4. Financing Program (check applicable program(s))**

\_\_\_\_\_ a. Clean Water SRF      \_\_\_\_\_ b. Drinking Water SRF      \_\_\_\_\_ c. Pinelands Infrastructure Trust

5a. Agreement Number \_\_\_\_\_ 5b. Project Number \_\_\_\_\_

6. Project Name: \_\_\_\_\_

7a. Contract Name: \_\_\_\_\_

7b. Contract Number: \_\_\_\_\_ 7c. Contract Amount \$ \_\_\_\_\_

8a. County \_\_\_\_\_ 8b. Municipality \_\_\_\_\_

9. Date of Grant/Loan Agreement \_\_\_\_\_

10a. Date of Contract Award \_\_\_\_\_ 10b. Duration of Contract: Mo. \_\_\_\_\_ Days \_\_\_\_\_

**11. STATE GOAL OR OTHER STANDARDS (IF ANY)**

Contracting Agency's Requirement

	<u>DOLLAR AMOUNT</u>	<u>PERCENTAGE OF CONTRACT AMOUNT</u>
MBE	\$ _____	_____ %
WBE	\$ _____	_____ %
TOTAL SED	\$ _____	_____ %



12. A/E and Other Professional Service Subcontracts Awarded During the Building Phase

Name, Address and Telephone No.	MBE/ WBE	Type of Service Rendered	Dollar Amount	Number	Subcontract Amount	Award	Subcontract	Date of Subcontract(R/U)	Type of Award*
1. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
2. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
3. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
4. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
5. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									



*\* Restricted/Unrestricted*

13. Other Subcontract Awards Made Under the Building Phase

Name, Address and Telephone No.	MBE/ WBE	Type of Service Rendered	Dollar Amount	Number	Subcontract Amount	Award	Subcontract	Date of Subcontract(R/U)	Type of Award*
1. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
2. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
3. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
4. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									
5. _____ _____ _____ _____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Number of Full-time Employees _____									



***\* Restricted/Unrestricted***

14.

\_\_\_\_\_  
*(Signature of Project Compliance Officer)*

\_\_\_\_\_  
*(Signature of Contractor)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

15.      Space Provided for Additional Comments or Explanations

Questions or concerns:

NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 /publiccontractasst@dep.nj.gov

V.1-2023





State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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OFFICE OF EQUAL OPPORTUNITY  
AND PUBLIC CONTRACT ASSISTANCE

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MUNICIPAL FINANCE  
AND CONSTRUCTION ELEMENT

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**SED PARTICIPATION**  
**CONTRACTOR'S QUARTERLY PROCUREMENT ACTIVITY FORM**  
(OEO-002.CQPA)

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

**RE: CONTRACTOR'S QUARTERLY PROCUREMENT ACTIVITY**  
*(This form should be completed by the Project Compliance Officer)*

Please be advised that the USEPA requires that this office furnish those procurement dollars expended on a quarterly basis. Procurement dollars is the amount of money the sponsor or municipality has paid the contractor for the current quarter. This form should be completed and submitted along with other quarterly reporting information.

Project Sponsor Name: \_\_\_\_\_

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

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

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

Contract Number: \_\_\_\_\_

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

Procurement Dollars Expended this Quarter: \_\_\_\_\_

Please check appropriate quarter:

\_\_\_\_\_ 1<sup>st</sup> (Oct – Dec)      \_\_\_\_\_ 3<sup>rd</sup> (April – June)

\_\_\_\_\_ 2<sup>nd</sup> (Jan – March)      \_\_\_\_\_ 4<sup>th</sup> (July – Sept)

Questions or concerns:  
NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 / [publiccontractasst@dep.nj.gov](mailto:publiccontractasst@dep.nj.gov)

V. 1-2023



## **Attachment 6**

# **SED PARTICIPATION MONTHLY PROGRESS REPORT FORM OEO-003**



*State of New Jersey*  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

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**OFFICE OF EQUAL OPPORTUNITY  
AND PUBLIC CONTRACT ASSISTANCE**

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**MUNICIPAL FINANCE  
AND CONSTRUCTION ELEMENT**

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**SED PARTICIPATION**  
**MONTHLY PROGRESS REPORT**  
(OEO-003)

Questions or concerns:  
NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 / [publiccontractasst@dep.nj.gov](mailto:publiccontractasst@dep.nj.gov)

V. 1-2023



**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 SOCIALLY AND ECONOMICALLY DISADVANTAGED (SED) BUSINESS UTILIZATION  
 MONTHLY PROGRESS REPORT**

PROJECT SPONSOR NAME \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

CONTRACT NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

REPORT MONTH &amp; YEAR \_\_\_\_\_

The following information is required to assist the Project Compliance Officer and the New Jersey Department of Environmental Protection in monitoring the SED (small business enterprises owned and controlled by socially and economically disadvantaged individuals) Utilization progress and activity in the Environmental Infrastructure Financing Program. Each contractor shall respond to each of the listed items. Whenever evidence of completion of each item is available, copies of itemized documents are to be submitted to the Project Compliance Officer.

Over the past month has any action on any item taken place? Please explain each.

- |    |   |           |          |
|----|---|-----------|----------|
| 1. | Copies of Solicitation to SED's                       | _____ Yes | _____ No |
| 2. | Advertisement of bidding or procurement opportunities | _____ Yes | _____ No |
| 3. | Evidence of negotiation with SED's                    | _____ Yes | _____ No |
| 4. | Copies of telephone quotes/negotiations               | _____ Yes | _____ No |
| 5. | Copies of signed sub-agreements                       | _____ Yes | _____ No |
| 6. | Have any subcontracts been awarded in the past month  | _____ Yes | _____ No |

Please provide an explanation for Questions 1 through 6.

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*Signature of Contractor*


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*Signature of Project Compliance Officer*


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*Date*


---

*Date*

Questions or concerns:

NJDEP, Office of Equal Opportunity and Public Contract Assistance (609) 940-4086 / [publiccontractasst@dep.nj.gov](mailto:publiccontractasst@dep.nj.gov)

V.1-2023





## **Attachment 7**

# **DAVIS BACON WAGE RATE PROVISIONS EPA FORM 5720-4**

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This content is from the eCFR and is authoritative but unofficial.

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## Title 29 — Labor

### Subtitle A — Office of the Secretary of Labor

#### Part 5 — Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

##### Subpart A — Davis-Bacon and Related Acts Provisions and Procedures

**Source:** 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

**Authority:** 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at sec. 701, 129 Stat 584.

**Source:** 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

**Editorial Note:** Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

#### § 5.5 Contract provisions and related matters.

- (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided, That* the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) **Withholding.** The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records.**
  - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii)
    - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the

payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees*** –

- (i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,

expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including



guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:*

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

*[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023]*

## **Attachment 8**

# **CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

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**Use of the Change Order Form entitled "Contract Modification Proposal and Acceptance"**

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- When the Loanee wishes to issue a change to the contract, the attached "Contract Modification Proposal and Acceptance" form should be used as a request for proposal. Upon final settlement of the change, this same form is then completed and serves as the contract modification.
- The Loanee in requesting a proposal for a change would execute items 1 thru 8 (exclusive of the revised contract price and duration data) and 9 thru 12. Pages 1 and 2 of this form are then forwarded to the contractor, specifying scope of work and requesting the contractor's proposal.
- The contractor should execute page 2 of the form. He then submits pages 1 and 2 of the form as his proposal, attaching additional sheets as necessary to provide his detailed breakdown of costs.
- Upon negotiation of a final settlement, the Loanee completes page 1 of the form, and all concerned parties (Contractor, Engineer, Owner) sign this document as the contract modification.
- Page 3 of the form is executed by the Loanee for documentation of the change, and to provide the necessary details for review by the Regulatory Agencies.
- Submit a minimum of one original with raised engineer's seal and one copy. It is suggested that one original be kept for your records.

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**Detailed Instructions for Executing "Contract Modification Proposal and Acceptance" Form**

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Item 1. Enter the name of the Loanee.

Item 2. Enter State Project number.

Item 3. Enter the contract number or designation.

Item 4. Enter the number identifying this modification.

Item 5. Enter the name of the Contractor.

Item 6. Enter the project title and location.

Item 7. Requests a proposal for the specified change order work, but does not direct contractor to proceed. The owner or his authorized representative must execute this statement by signature with date and title blocks entered.

Item 8. Provide a clear description of the scope of work for this change. Upon final settlement of the modification costs, enter cost data by line item for unit priced items or by sum; and state total cost of this modification – net increase, decrease or no change in contract price. Enter appropriate information for any change in contract time, including number of calendar days involved. The modification is executed when all appropriate signatures are included.

Items 9 – 12. Same as items 1 – 4.

Item 13. Executed by the contractor, stating net effect of change in appropriate box for money and time. A detailed breakdown must be provided in this item; and appropriate signature of authorized representative of contractor included.

Item 14. Enter the Loanee's name and State Project number.

Item 15. Enter the contract number or designation.

Item 16. Enter number identifying this modification.

Item 17. Enter appropriate financial data.

Item 18. Explain and justify the reasons for this change order

Item 19. Explain all other impacts resulting from this change with estimate of costs involved. This should include impact on other contractors and the Consulting Engineers.

Item 20. Document that negotiations were held as required by the regulations and explain the events leading to the final settlement in price and time. This statement should include, at a minimum, date and location of negotiations, persons attending, summary of negotiations leading to final price and time settlements, and a statement that the agreed-to price is "fair and reasonable".

## CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

<b>1. ISSUING OFFICE</b>	<b>2. PROJECT NO.</b>	<b>3. CONTRACT NO.</b>	<b>4. MODIFICATION NO.</b>
<b>5. TO (CONTRACTOR)</b>		<b>6. PROJECT LOCATION AND DESCRIPTION</b>	
<p>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).</p>			
Date	Type Name and Title	Signature	
<p><b>8. DESCRIPTION OF CHANGE:</b> Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</p>			
<p>As a result of the above, the contract price is revised as follows:</p>			
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
			UNIT PRICE
			TOTAL COST
<b>SUPPLEMENTAL QUANTITIES</b>			
		\$	-
		\$	-
		\$	-
<b>SUBTOTAL SUPPLEMENTAL QUANTITIES:</b>			<b>\$ -</b>
<b>REDUCED QUANTITIES</b>			
		\$	-
		\$	-
		\$	-
<b>SUBTOTAL REDUCED QUANTITIES:</b>			<b>\$ -</b>
<b>ADDITIONAL ITEMS</b>			
		\$	-
		\$	-
		\$	-
<b>SUBTOTAL ADDITIONAL ITEMS:</b>			<b>\$ -</b>
<p><b>TOTAL COST OF THIS MODIFICATION:</b> _____</p>			
<p>The contract time is hereby:      <i>increased</i> <input type="checkbox"/>      <i>decreased</i> <input type="checkbox"/>      <i>or remains the same</i> <input type="checkbox"/>      by _____ calendar days</p> <p>as a result of this modification.</p>			
<p>The foregoing modification is hereby accepted:</p>			
(NJPE SEAL)			
CONTRACTOR	OWNER	ENGINEER	
BY: _____	BY: _____	BY: _____	
CONTRACTOR NAME	CLIENT NAME	SUBURBAN CONSULTING ENGINEERS, INC.	
DATE: _____	DATE: _____	DATE: 1/0/1900	
APPROVAL:			
STATE OF NEW JERSEY		DATE	

9. ISSUING OFFICE	10. PROJECT NO.	11. CONTRACT NO.	12. MODIFICATION NO.
0	0	0	0
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE			
(Detailed breakdown, attach additional sheets as necessary)			
<div>(Proposed)</div>			
NET INCREASE	NET DECREASE		CALENDAR DAYS INCREASE
\$ -	\$ -		DAYS
DATE:	TYPE NAME AND TITLE:		SIGNATURE:
1/0/1900			

<b>14. ISSUING OFFICE AND PROJECT NO.</b>		<b>15. CONTRACT NO.</b>	<b>16. MODIFICATION NO.</b>
<b>17. ORIGINAL CONTRACT BID PRICE</b>			
<b>TOTAL OF PREVIOUS CHANGE ORDERS</b>		\$	-
<b>TOTAL AMOUNT OF THIS CHANGE ORDER</b>		\$	-
<b>TOTAL CONTRACT COST INCLUDING ALL CHANGE ORDERS</b>		\$	-
<b>18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS</b>			
<b>19. OTHER IMPACTS RESULTANT OF THIS CHANGE:</b>			
<b>20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative)</b>			
<b>DATE:</b>	<b>TYPE NAME AND TITLE OF LOANEES REPRESENTATIVE:</b>	<b>SIGNATURE:</b>	

## **Attachment 9**

# **SUPPLEMENTAL CONSTRUCTION REQUIREMENTS AND CONSTRUCTION PERMIT INFORMATION**

## **SUPPLEMENTAL CONSTRUCTION REQUIREMENTS AND CONSTRUCTION PERMIT INFORMATION**

The following are provided for the Contractor's use and information for compliance with the requirements for State Assisted Environmental Infrastructure Facilities projects and in order to prepare and obtain the necessary construction permits.

### **REQUIREMENTS FOR STATE ASSISTED ENVIRONMENTAL INFRASTRUCTURE FACILITIES**

The following provisions shall apply to the work procedures executed by the Contractor as provided under the requirements of N.J.A.C. 7:22 and N.J.S.A. LPC 40A as may be applicable to the activities undertaken during construction. The Contractor shall make provisions to comply with these requirements without any additional cost unless otherwise called out as a construction bid item in the Contract Proposal.

#### Insurance Requirements (N.J.A.C. 7:22-3.17 (a) 19)

The recipient shall certify that it and its contractors and subcontractors shall comply with all insurance requirements of the Fund loan agreement and certify, when appropriate, that the insurance is in full force and effect and that the premiums have been paid. The recipient shall include the State and its agencies, employees and officers as additional "named insureds" on any certificate of liability insurance (or other similar document evidencing liability insurance coverage) of the contractor. The recipient shall provide the Department with such certificate of liability insurance (or other similar document evidencing liability insurance coverage) prior to the issuance of the notice to proceed with the project. Such certificate shall be maintained in full force and represent a continuing obligation to include the State and its agencies, employees and officers as additional "named insureds" through the completion of construction. The recipient shall not alter or cancel such certificate without prior notification to the Department, in writing, 15 days in advance of any alteration or cancellation. In addition, when required, the recipient shall acquire or have the contractor acquire, as appropriate, flood insurance made available under the National Flood Insurance Act of 1968 ( P.L. 90-448 ), as amended. Flood insurance coverage must begin with the period of building and continue for the entire period during which the environmental infrastructure facility operates. The insurance must be in an amount at least equal to the allowable improvements or the maximum limit of coverage made available to the recipient under the National Flood Insurance Act of 1968, whichever is less. The recipient shall comply with each requirement of this subsection prior to the release of the initial Fund loan disbursement for building the project

#### Preconstruction Conference (N.J.A.C. 7:22-3.17 (a) 26)

After the award of a contract and prior to the start of work, a preconstruction meeting shall be scheduled by the recipient. The recipient, the responsible engineer, the environmental and construction inspectors, the contractor and one or more representatives of the Department must be present at the preconstruction meeting.

#### Provide Photo/Video (N.J.A.C. 7:22-3.17 (a) 27)

Prior to starting construction, the recipient shall provide photographs or videotapes to the Department in conformance with the provisions of N.J.A.C. 7:22-10.11(q).

#### Construction Phase Job Meeting (N.J.A.C. 7:22-3.17 (a) 30)

During the construction phase of the projects, job meetings shall be held at frequent intervals to review construction and restoration progress and to resolve difficulties which might delay completion of the work. Attendees at these meetings shall include the recipient, the responsible engineer, the recipient's inspectors (construction and environmental), the contractor, and one or more representatives of the Department.

#### Funding Statement (N.J.A.C. 7:22-3.17 (d) & 4.17 (d))

Neither the State of New Jersey nor the Trust will be a party to any contracts and subcontracts awarded pursuant to this subchapter. All such contracts and subcontracts shall include the following statement:



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

#### Access to Records & Site (N.J.A.C. 7:22-3.23 & 4.23)

1. The recipient and its contractor and subcontractors shall provide to Department personnel and any authorized representative of the Department access to the facilities, premises and records related to the project.
2. The recipient shall submit to the Department such documents and information as requested by the Department.
3. The recipient, and all contractors and subcontractors which contract directly with the recipient or receive a portion of State monies, may be subject to a financial audit.
4. Records shall be retained and available to the Department until the final Fund loan repayment has been made by the recipient.

#### Online Project Posting

1. Press releases and other public dissemination of information by the recipient concerning the project work shall acknowledge State loan support.
2. A project identification sign bearing the emblem of the Department shall be posted online. The sign shall identify the project, State loan support, and other information as required by the Department.

#### Debarment and Suspension (N.J.A.C. 7:22-3.39 & 4.39)

1. No recipient shall enter into a contract for work on environmental infrastructure facilities with any person debarred, suspended or disqualified from Department contracting pursuant to N.J.A.C. 7:1D-2.
2. Recipients shall insert in every contract for work on a project a clause stating that the contractor may be debarred, suspended or disqualified from contracting on any project financially assisted by the State or the Department if the contractor commits any of the acts listed in N.J.A.C. 7:1D-2.
3. The recipient, prior to acceptance of Fund loan moneys, shall certify that no contractor or subcontractor is included on the State Treasurer's list of debarred, suspended and disqualified bidders as a result of action by a State agency in addition to that of the Department. If Fund loan moneys are used for disbursement to a debarred firm, the Department reserves the right to immediately terminate (N.J.A.C.7:22-3.44) the Fund loan and/or take such other action pursuant to N.J.A.C. 7:1D-2 as is appropriate.
4. Whenever a bidder is debarred, suspended, or disqualified from Department contracting pursuant to N.J.A.C. 7:1D-2, the recipient may take into account the loss of Fund loan moneys under these regulations which result from awarding a contract to such bidder, in determining whether such bidder is the lowest responsive and responsible bidder pursuant to laws, and the recipient may advise prospective bidders that these procedures shall be followed.
5. Any person included on the State Treasurer's list as a result of action by a State agency, who is or may become a bidder on any contract which is or will be funded by a Fund loan under this subchapter, may present information to the Department why this section shall not apply to such person. If the Department determines that it is essential to the public interest and files a finding thereof with the New Jersey Attorney General, the Department may grant an exception from the application of this section with respect to a particular contract, in keeping with N.J.A.C. 7:1D-2.9. In the alternative, the Department may suspend or debar any such person, or take such action as may appropriate, pursuant to N.J.A.C. 7:1D-2.

## SED Requirements (N.J.A.C. 7:22-9)

### 1. Scope and purpose

- a. This subchapter establishes procedures for providing opportunities for socially and economically disadvantaged ("SED") contractors and vendors to supply materials and services under State financed construction contracts for environmental infrastructure facilities. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A -6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program. In addition, N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A- 2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. The goal of 10 percent applies to the total amount of all contracts for building, materials and equipment, or services (including planning, design and building related activities) for a construction project. Where a local government unit has a SED participation goal which exceeds 10 percent of the total amount of all contracts, the local government unit must comply with both the Department's rules and the local minority and women-owned business ordinances.
- b. This subchapter also establishes the standards and procedures that will apply to the contracting agencies of grant or loan recipients in the awarding and making of contracts under their SED programs.

### 2. Definitions

The following words and terms, as used in this subchapter, will have the following meanings unless the content clearly indicates otherwise.

"Building" means the acquisition, erection, alteration, remodeling, improvement or extension of an environmental infrastructure facility.

"Construction" includes, but is not limited to:

1. The preliminary planning to determine the economic and engineering feasibility of environmental infrastructure facilities, the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, design, plans, working drawings, specifications, procedures, and other action necessary for the construction of environmental infrastructure facilities;
2. The building of, or purchase of land for, environmental infrastructure facilities; and
3. The inspection and supervision of the building of environmental infrastructure facilities.

"Contract" means any written agreement with a professional service or construction contractor related to the construction of an environmental infrastructure project.

"Contracting agency" means:

1. The governing body of a local government unit or any department, branch, board, commission, committee, authority, agency or officer of such local government unit possessing the authority to award and make contracts; or
2. The owner(s) or authorized representative(s) of a private entity.

"Contractor" means any party entering into a contract to provide or offering to provide building, materials and equipment, or services to a project sponsor for the construction of environmental infrastructure facilities. This

includes, but is not limited to, planning and design, as well as building related services such as engineering, inspection and accounting.

"Contractor's plan" means the SED utilization plan submitted by the contractor to the project sponsor and to the Department establishing subcontracting opportunities that will fulfill the requirements of this subchapter.

"Department" means the New Jersey Department of Environmental Protection and its successors and assigns.

"Environmental infrastructure facilities" means wastewater treatment facilities, stormwater management facilities or water supply facilities.

"Financial agreement" means the legal instrument, including a grant agreement or loan agreement, executed between either the State of New Jersey or the Trust and the project sponsor for the construction of environmental infrastructure facilities.

"Local government unit" means a county, municipality, municipal or county sewerage or utility authority, municipal sewerage district, joint meeting, improvement authority or other political subdivision of the State authorized to construct, operate and maintain wastewater treatment or stormwater management facilities, or a State authority, district water supply commission, county, municipality, municipal or county utilities authority, municipal water district, joint meeting or any other political subdivision of the State authorized pursuant to law to operate or maintain a public water supply system or to construct, rehabilitate, operate or maintain water supply facilities or otherwise provide water for human consumption.

"New Jersey environmental infrastructure financing program" means the program for providing financing to project sponsors pursuant to N.J.A.C. 7:22-3, 4 and 6, and 7:22A-6 and 7.

"Office" means the Office of Equal Opportunity and Public Contract Assistance or other program of the Department of Environmental Protection with the responsibility for administration of this subchapter.

Private entity" means the owner(s) of a nongovernmental community water system or a nonprofit noncommunity water system.

"Project" means the defined services for the construction of specified operable environmental infrastructure facilities as approved by the Department or the Trust in the project sponsor's financial agreement.

"Project compliance officer" means an officer or employee of the project sponsor who is designated by the project sponsor to monitor and enforce compliance with the affirmative action and SED requirements of the applicable program rules and this subchapter.

"Project plan" means the proposal submitted at the time of application by the project sponsor to the Department establishing the SED utilization plan and its requirements.

"Project sponsor" means any local government unit or private entity that seeks a loan or grant pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A -6 and 7.

"SED utilization plan" means a written document outlining the entire project work, the estimated length of time it will take to complete the project, each significant segment of the project on which SEDs will or may participate, and a description of how SEDs will be contacted.

"Socially and economically disadvantaged small business concern" or "SED" means any small business concern:

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; or, in the case of a joint venture, at least 51 percent of the beneficial ownership interests are legitimately held by a SED; and
2. Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals; and
3. Which is a full participation subcontractor in that the SED is responsible for the execution of a distinct element of work and carries out the work responsibility by actually performing, managing and supervising the task involved. Any deviation from this definition will automatically classify the SED as a broker, middleman or passive conduit. These three functions are contrary to the spirit of the Trust Act and will not qualify a SED enterprise for State of New Jersey certification; and
4. Which has been certified pursuant to the New Jersey Uniform Certification Act (N.J.S.A. 52:27H-1 et seq.) or pursuant to the provisions of 49 CFR Part 23 by the New Jersey Commerce and Economic Growth Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, the New Jersey Transit or other agencies deemed appropriate by the Office, as an eligible minority business or female business.
  - a. "Socially disadvantaged individuals" means those individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
  - b. "Economically disadvantaged individuals" means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.
  - c. "Socially and economically disadvantaged individuals" shall include women, Black Americans, Hispanic Americans, Native Americans, Asian Americans, and members of other groups, or other individuals, found to be socially and economically disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC 637(a)). Black Americans, Hispanic Americans, Native Americans and Asian Americans shall be defined as follows:
    - 1) "Black American" means a person having origins in any of the black racial groups in Africa;
    - 2) "Hispanic American" means a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
    - 3) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, Hawaii, or the Pacific Islands;
    - 4) "Native American" means a person having origins in any of the original peoples of North America.

"Small business concern" means a business which is independently owned and operated and which is not dominant in its field of operation. A business is independently owned and operated if the management which controls the business is responsible for both its daily and long-term operations.

"Subcontract" means an agreement to perform a portion of a contract.

"Subcontractor" means a third party that is engaged by the contractor to perform part of the work under a subcontract.

"10 percent SED utilization," "10 percent goal" and "10 percent" means SED business concern participation, which includes 7 percent for minority-owned SED business concerns and 3 percent for women-owned SED business concerns.

"Trust" means the New Jersey Environmental Infrastructure Trust established pursuant to the Trust Act.

"Trust Act" means the New Jersey Environmental Infrastructure Trust Act (N.J.S.A. 58:11B-1 et seq.), as amended and/or supplemented.

1. Utilization Requirements for Projects

- a. A goal of not less than 10 percent (or a higher percentage as may be required by Federal law) of the total amount of all contracts for building, materials and equipment, or services for a project funded by a New Jersey environmental infrastructure facilities financing program must be awarded to SEDs.
- b. The 10 percent SED utilization requirement shall be accomplished by the following:
  - 1) Bids shall be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements by subcontracting portions or the work to SEDs; or
  - 2) Contractors also have the option of establishing unrestricted bidding procedures to fulfill the 10 percent SED utilization requirement for the project.

2. Requirement to develop SED Utilization Plan

- a. Each project sponsor shall develop, in consultation with the Office, a plan for achieving its SED utilization requirements (the "project plan"). Development of a plan shall be completed before the Department and, when relevant, the Trust may approve an application pursuant to the applicable program rules
- b. The project plan shall identify those contracts proposed to be bid on an unrestricted basis. For each unrestricted contract, the project plan shall also identify the SED utilization requirements that the successful bidder shall meet.
- c. All contractors, including SED contractors, shall submit their own SED utilization plan ("contractor's plan"), for the aspects of the project covered by the contract, to the project sponsor and to the Office within 30 days of the awarding of a contract. The Contractor's Plan shall contain provisions to meet the specific SED utilization requirements imposed upon the contractor by the project sponsor as well as to meet the general SED utilization requirements for the project pursuant to this subchapter.
- d. If the contractor does not comply with the requirements of the contractor's plan and the project sponsor does not take steps to otherwise comply with N.J.A.C. 7:22-9.3(a), the Department and, in the case of a Trust loan, the Trust, may take any of the actions or combinations thereof specified in N.J.A.C. 7:22-3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13.

3. (Reserved)

4. Notice of SED utilization opportunities

- a. All project sponsors, at least 30 days prior to public advertisement for bids, shall notify the agencies specified in N.J.A.C. 7:22-9.13(a)8, of the availability of opportunities for SEDs to provide services, to bid on unrestricted contracts or subcontracts, or to provide any other necessary purchase or procurement. The notice shall include a description of the type and scope of the services involved.
- b. All notices shall include a statement to the effect that the project or contract is funded in part by New Jersey wastewater treatment financing programs and the successful bidder must comply with all the provisions of N.J.A.C. 7:22-9.1 et seq. for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.

5. Advertisements for SED utilization

- a. All advertisements for bids shall include a statement to the effect that the project or contract is funded in part by New Jersey environmental infrastructure financing programs and the successful bidder must comply with the provisions of N.J.A.C. 7:22-9 for the participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals.
- b. The advertisement for bids shall indicate that:

- 1) Awards will be made only to socially and economically disadvantaged business concerns that are certified by the New Jersey Commerce, Economic Growth and Tourism Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, New Jersey Transit or other agencies deemed appropriate by the Office as eligible minority businesses or female businesses; or
- 2) The invitation to bid is on an unrestricted basis whereby the successful bidder must fulfill the SED utilization requirements. The agencies specified in N.J.A.C. 7:22- 9.13(a)8 will have a list of eligible SED firms and shall, upon request, provide them to the project sponsor. The project sponsor shall, during the advertisement phase, provide copies of the list to all contractors on unrestricted contracts.
- c. The advertisement for bids shall be in such newspaper or newspapers and other periodicals identified by the agencies specified in N.J.A.C. 7:22-9.13 as will best give notice thereof to appropriate bidders and shall be sufficiently in advance of the purchase or contract to promote competitive bidding. In no case shall the advertisement for bids be published less than 30 days prior to the date fixed for receiving bids on the purchase or contract.
- d. In the case of a set aside contract, the newspaper or newspapers in which the advertisement for bids appears shall be selected by the contracting agency in consultation with the Office.
- e. If there are no responses to the bid solicitation from SEDs or if the successful bidder's proposal does not meet the SED utilization requirements, the successful bidder shall advertise and continue the search for SED participants for a minimum of 30 days after the contract is awarded. The contract shall include a provision to this effect.
6. (Reserved)
7. (Reserved)
8. Lowest bid resulting in payment of unreasonable price
  - a. If the contracting agency determines that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids.
  - b. Bidders and the office shall be notified of the rejection of all bids, the reasons for the rejection, and the contracting agency's intent to solicit bids for a second time.
  - c. If the contracting agency determines a second time that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids and notify the Office and, after receipt of the Office's approval, shall amend the project plan accordingly.
  - d. Bidders shall be notified of the cancellation, the reasons for the cancellation and the contracting agency's intent to resolicit bids on an unrestricted basis. SEDs may participate in the bidding on an unrestricted basis.
9. Project compliance officer
  - a. Each project sponsor shall designate an officer or employee to serve as its project compliance officer.
  - b. The project compliance officer shall be responsible for coordinating SED utilization efforts on the project and for monitoring and enforcing compliance with the affirmative action and SED requirements of the applicable program rules.
  - c. SED utilization requirements shall be an agenda item at all contract award meetings and, wherever applicable, at preconstruction conference meetings regardless of whether a loan or grant agreement has been executed or not. Each project sponsor shall be responsible for notifying the Office of the time and place of such meetings.

- d. The project compliance officer shall attend all monthly construction progress meetings.

#### 10. Reports

- a. The contracting agency shall submit its planning and design SED utilization report to the Office at the time of filing of its grant/loan application.
- b. Each project compliance officer shall submit the contracting agency's monthly progress reports to the Office. Once all SED contractors have been obtained, submittal of this report will no longer be required.
- c. Each project compliance officer shall submit a periodic report on behalf of the project sponsor to the Office according to a schedule announced by the Office. At a minimum, this construction report shall be submitted quarterly; that is, January, April, July and October. Where appropriate, the Office may approve a variation in the frequency of reporting requirements specified in (b) through (d) of this section.

This report shall include the following information:

- 1) The value of each contract and subcontract awarded to SEDs and the total dollar value and number of contracts and subcontracts awarded to SEDs;
  - 2) The percentage of SED utilization in comparison to the cost of each contract, as well as the total percentage of SED utilization (including set aside contracts) in comparison to overall project costs;
  - 3) The types and sizes of the participating SEDs and the nature of goods and services being provided; and
  - 4) The efforts made to publicize and promote the project sponsor's SED utilization plan.
- d. Contractors shall submit a quarterly construction report to the project sponsor and to the Office. The project compliance officer may be contacted for assistance if needed.
  - e. The report forms required by (a) through (d) above shall be obtained from the Office.
  - f. (f) The project compliance officer shall submit reports or information in addition to what is required by (a) through (c) above when requested to do so by the Office.
  - g. Failure to comply with the reporting requirements of (a) through (d) and (f) above may subject the project sponsor to the remedies for noncompliance with State and Trust loan or grant conditions specified in the applicable program rules.

#### 11. Assessment of compliance

- a. Where the Office determines that a project sponsor has failed or is failing to meet the 10 percent SED utilization requirement, the project sponsor shall, upon the written request of the Office, submit the following:
  - 1) Advertisements;
  - 2) Signed contracts and subcontracts;
  - 3) Documentation of solicitations of bids from SEDs;
  - 4) Copies of Requests for Proposals;
  - 5) Records of telephone quotations;
  - 6) (Reserved);
  - 7) Adequate and timely notice for encouraging SED participation; and
  - 8) Proof that the assistance of State Agencies was solicited, including: Office of Equal Opportunity and Public Contract Assistance

New Jersey Department of Environmental Protection

PO Box 402

Trenton, New Jersey 08625-0402

Division for the Development of Small Businesses and Women Businesses and Minority Businesses

New Jersey Commerce and Economic Growth Commission PO Box 835

1 West State Street

Trenton, New Jersey 08625-0835

- b. Where the project sponsor determines that a contractor has failed or is failing to meet the 10 percent SED utilization requirement, the contractor shall, upon the written request of the project sponsor, submit the documents specified in (a) above.
- c. The Office shall summarize in writing its evaluation of the reason given for noncompliance and the efforts made by the project sponsor or contractor to comply with its plan for achieving the 10 percent SED utilization requirement. The Office shall take into consideration good faith efforts made by the project sponsor or contractor to meet the goal to achieve the ten percent SED utilization requirement. These findings shall be submitted to the Department and, in the case of a Trust loan, to the Trust who, in conjunction with the Office, shall determine the nature and extent of the project sponsor's or contractor's noncompliance.

## 12. Penalties

- a. Whenever a project sponsor or a contractor has failed to comply with the requirements of this subchapter, including the 10 percent requirement for SED utilization, the Department, or the Department and the Trust, in the case of a Trust loan recipient, may withhold all of the loan or grant money, or a portion thereof, and may take any of the other actions or combinations thereof specified in N.J.A.C. 7:22- 3.40 through 3.44, 7:22-4.40 through 4.44, 7:22-6.40 through 6.44 and 7:22A-1.8 through 1.13 which are remedies for noncompliance with any of the conditions of a loan or grant.

## 13. Administrative hearings

- a. The Department and, in the case of a Trust loan, the Trust, shall make a determination regarding all disputes arising under this subchapter. The project sponsor shall specifically detail in writing the basis for its dispute. The Department and/or the Trust shall produce a decision in writing and mail or otherwise furnish a copy thereof to the project sponsor.
- b. A project sponsor may request an administrative hearing within 20 days of receipt of a decision by the Department and/or the Trust. The request for a hearing shall be sent to the Office of Legal Affairs, ATTENTION: Adjudicatory Hearing Requests, Department of Environmental Protection, PO Box 402, Trenton, New Jersey 08625-0402. The request for an administrative hearing shall specify in detail the basis for the appeal. Administrative hearings shall be conducted in accordance with the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.
- c. Following receipt of a request for a hearing pursuant to (b) above, the Department and/or the Trust may attempt to settle the dispute by conducting such proceedings, meetings and conferences as deemed appropriate.

## 14. Severability

- a. If any of the provisions of this subchapter are found to be invalid, the remainder of the provisions of this subchapter shall not be affected thereby.

### Environmental Maintenance Bond (N.J.A.C. 7:22-10.11 (p))

The project sponsor shall require that the contractor supply an environmental maintenance bond in the amount of \$25,000 or 50 percent of the price bid for the materials needed to fulfill the environmental specifications,



whichever is greater. The environmental maintenance bond shall provide that the contractor shall remedy, without cost, any defects which result from faulty workmanship or from failure to comply with the specifications and which develop during the period of one year from the expiration of the performance bond required pursuant to N.J.S.A.40A:11-22.

#### Award to Lowest Bidder (N.J.S.A. LPC 40A:11 – 16(c))

Contracts shall be awarded to the lowest responsible bidder. In the event that a contract is advertised for both separate bids for each branch of work and for bids for all work, goods , and services, said contract shall be awarded in the following manner: If the sum total of the amounts bid by the lowest responsible bidder for each branch is less than the amount bid by the lowest responsible bidder for all the work, goods and services, the contracting unit shall award separate contracts for each of such branches to the lowest responsible bidder therefor, but if the sum total of the amounts bid by the lowest responsible bidder for each branch is not less than the amount bid by the lowest responsible bidder for all the work, goods and services, the contracting unit shall award a single overall contract to the lowest responsible bidder for all of such work, goods and services. In every case in which a contract is awarded for a single overall contract, all payments required to be made under such contract for work, goods and services supplied by a subcontractor shall, upon the certification of the contractor of the amount due to the subcontractor, be paid directly to the subcontractor.

#### Time for Preparing Bids (N.J.S.A. LPC 40A:11 – 23)

1. All advertisements for bids shall be published in an official newspaper of the contracting unit sufficiently in advance of the date fixed for receiving the bids to promote competitive bidding, but in no event less than 10 days prior to such date; except that all advertisements for bids on contracts for the collection and disposal of municipal solid waste shall be published in an official newspaper of the contracting unit circulating in the county or municipality, and in at least one newspaper of general circulation published in the State, sufficiently in advance of the date fixed for receiving the bids to promote competitive bidding, but not less than 60 days prior to that date. For all contracts, the date fixed for receiving the bids shall not fall on a Monday, or any day directly following a State or federal holiday.
2. The advertisement shall designate the manner of submitting and the method of receiving the bids and the time and place at which the bids will be received. If the published specifications provide for receipt of bids by mail, those bids which are mailed to the contracting unit shall be sealed and shall only be opened for examination at such time and place as all bids received are unsealed and announced. At such time and place the contracting agent of the contracting unit shall publicly receive the bids, and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents, who are then and there present, and shall also make proper record of the prices and terms, upon the minutes of the governing body, if the award is to be made by the governing body of the contracting unit, or in a book kept for that purpose, if the award is to be made by other than the governing body, and in such latter case it shall be reported to the governing body of the contracting unit for its action thereon, when such action thereon is required. No bids shall be received after the time designated in the advertisement.
3. Notice of revisions or addenda to advertisements or bid documents shall be provided as follows:
  - a. For all contracts except those for construction work and municipal solid waste collection and disposal service, notice shall be published no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the contracting unit and be provided to any person who has submitted a bid or who has received a bid package, in one of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
  - b. For all contracts for construction work, notice shall be provided no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has

submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.

- c. For municipal solid waste collection and disposal contracts, notice shall be published in an official newspaper of the contracting unit and in at least one newspaper of general circulation published in the State no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids.
4. Failure of the contracting unit to advertise for the receipt of bids or to provide proper notification of revisions or addenda to advertisements or bid documents related to bids as prescribed by this section shall prevent the contracting unit from accepting the bids and require the re-advertisement for bids pursuant to subsection a. of this section. Failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the contracting unit shall not be considered failure by the contracting unit to provide notice.

L.1971,c.198,s.23; amended 1975, c.353, s.13; 1983, c.174; 1985, c.429; 1991, c.381, s.50; 1997, c.243;1999, c.440, s.31; 2005, c.191, s.5.

#### Penalties for Falsifications (N.J.S.A. 40A:11-32 thru 34)

##### **Rejection of bids after qualification of bidder; hearing.**

1. Nothing herein contained shall be construed as depriving any governing body of the right to reject a bid at any time prior to the actual award of a contract, where the circumstances of the prospective bidder have changed subsequent to the qualification and classification of the bidder, which in the opinion of the awarding contracting unit would adversely affect the responsibility of the bidder. Before taking final action on any such bid, the contracting agent concerned shall notify the bidder and afford the bidder an opportunity to present any additional information which might tend to sustain the existing classification.
2. No person shall be qualified to bid on any contract unless that person shall have submitted a statement or answers as herein required within a period of six months preceding the date of opening of bids for the contract, if the bidders thereon are required to be classified hereunder. In any case where the contracting unit shall require classification of the bidders in compliance with these sections, each bidder on any contract shall be required to submit a statement listing the changes in the statement or answers herein required as part of the bidder's bid submission.

L.1971,c.198,s.32; amended 1999, c.440, s.38.

##### **Forfeiture of deposit in certain cases.**

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

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

##### **Penalties for false statements.**

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

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

### Buy American (N.J.S.A. 40A:11-18)

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

### Record Drawings; collector sewers, interceptor sewers and force mains

15. The Owner shall be responsible for the preparation of all record drawings required for sewer lines. This responsibility may be delegated to the Owner's representative with adequate compensation for this service.
16. This responsibility shall not be delegated or transferred to the Contractor. The Contractor shall assist the Owner/Engineer, by providing record information, when requested, during the progress of work.

### Permits

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

### Field Layout (baseline and monuments)

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

### Payments To Contractors

1. At least 20 days before each monthly progress payment falls due for approval (but not more often than once per month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. Where any specific item(s) in the partial payment estimate is in dispute, the engineer may delete those costs from the estimate and approve the acceptable portion of the payment request. Payment requested for stored materials and/or equipment shall be subject to the following conditions being met or satisfied:

- a. The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.
  - b. The materials and/or equipment shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
  - c. An invoice from the supplier shall be furnished for each item on which payment is requested.
  - d. The contractor shall furnish written proof from the supplier of 90 percent payment for the materials and/or equipment no later than 30 days after receipt of payment for same from the owner. The owner shall have the right to deduct from the next payment estimate an amount equal to the payment for said material and/or equipment if reasonable and adequate proof is not submitted.
2. The contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to the owner upon the receipt of such payment by the contractor free and clear of all lien, claims, security interests or encumbrances (except 10 percent retention which may be withheld from suppliers and subcontractors to guarantee completion and performance). The engineer will after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner shall review the partial payment estimate at its next regularly scheduled meeting and, if approved, payment shall be made available to the contractor within five days. The owner shall retain not more than two percent of the amount of each payment claimed. In accordance with EPA regulations, prime contractors are also required to make prompt payment to subcontractors and suppliers for eligible construction, material, and equipment costs. Generally, payments of all valid subcontractor and supplier requests for payment should be satisfied prior to the next succeeding request for progress payment by the prime contractor.
  3. When the work is substantially complete (Operational or Beneficial Occupancy), the withheld amount shall be further reduced below two percent but not less than twice the current market value of the work yet to be completed. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment shall be made in full including retained percentages, less authorized deductions. The contractor or owner may request assistance and guidance from the Department on disputes regarding retainage.
  4. "Substantial completion" as used in the context of this section shall mean satisfactory completion of major portions of the contract work, including inspection and testing, so that the facility may be turned over to the owner for its intended use or occupancy. The engineer shall certify the date of substantial completion and that date shall establish the beginning date of the warranty/guarantee period unless a prior date has been established.

#### Surety Bonds

All surety bonds must be written by surety companies listed on Department Circular 570 according to N.J.A.C. 7:22-3.17(g).

## **Attachment 10**

# **SUPPLEMENTAL REQUIREMENTS – ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION DESIGN STANDARDS – AS REQUIRED FOR STATE ASSISTED ENVIRONMENTAL INFRASTRUCTURE FACILITIES**

**SUPPLEMENTAL REQUIREMENTS**  
**ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION DESIGN STANDARDS**  
As required for State Assisted Environmental Infrastructure Facilities

The following environmental and cultural resource protection and restoration sections as per Subchapter 10. Environmental Assessment Requirements for State Assisted Infrastructure Facilities, N.J.A.C. 7:22- 10.11 as applicable to the project, are incorporated in the Contract Specifications.

- b) Environmental and Cultural Resource Protection/Restoration
- c) Erosion and Sediment Control
- d) Site and Access Clearing
- e) Restoration Measures
- f) Prohibited Construction Procedures
- g) Wetlands
- h) Stream Crossings
- i) Steep Slopes
- j) Acid Producing Soils
- k) Dewatering
- l) Stockpile, Storage and Disposal
- m) Dust
- n) Noise
- o) Cultural Resources
- p) Environmental Maintenance Bond
- q) Photographs

7:22-10.12 (a) Construction Phase Requirements

## Environmental and Cultural Resource Protection / Restoration

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

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

### Erosion and Sediment Control

Every effort shall be made to prevent and correct problems associated with erosion and sedimentation which could occur during and after project construction. At a minimum, the following erosion and sedimentation control measures shall be followed:

1. All erosion and sedimentation control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly.
2. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey," prepared by the New Jersey State Soil Conservation Committee, 1999, incorporated herein by reference, as amended and supplemented. Copies of the "Standards for Soil Erosion and Sediment Control in New Jersey" are available for a fee from the New Jersey Department of Agriculture, Soil Conservation Committee, or from the office of any of the 16 local conservation districts.
3. Disturbed areas that will be exposed in excess of 10 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.

## Site and Access Clearing

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

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



## Restoration Measures

The aim of restoration is to restore the disturbed area to a condition as nearly equal to pre-disturbance condition as possible. At a minimum, restoration measures shall conform to the following:

1. Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill as set forth at N.J.A.C. 7:14-2.13 and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the Department. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(l)3. When access roads are no longer needed, road fill shall be removed and the access area shall be restored to predisturbance conditions. Care should be taken to avoid damage to adjacent vegetation and to prevent the formation of depressions that would serve as mosquito pools.
2. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, predisturbance grade and depth of topsoil.
3. Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching shall occur immediately after seeding and in no case shall more than five days elapse between seeding and mulching.
4. In wooded areas, for a 50-foot wide construction easement, generally 10 trees should be planted for every 100 feet of length of the easement. More trees would be required in wider easements or densely wooded areas. Plans shall include a restoration schedule specifying the quantity, common and botanic names, sizes, and spacing of trees to be planted and the type of seed mixtures to be used from station to station. Trees to be replaced should be trees native to New Jersey suitable for the particular site and generally should conform to the list of trees found in the "Standards for Soil Erosion and Sediment Control in New Jersey," prepared by the New Jersey State Soil Conservation Committee, 1999, incorporated herein by reference, as amended and supplemented.
5. In landscaped areas, environmental features shall be replaced or restored to pre-disturbance condition or better. This includes sodding, replacement of trees and shrubs, fences, drives, and other landscape features in kind.

## Prohibited Construction Procedures

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

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

## Wetlands

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

## Stream Crossings

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

## Steep Slopes

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

## Acid Producing Soils

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

1. In vegetated areas, the top two feet of soil shall be stripped and stockpiled separately from the material to be excavated. A soil specialist, to be provided by the project sponsor, shall monitor the stripping operation. If any acid-producing deposits are identified, this material and any contaminated soil shall be disposed of on the same day. The presence of acid-producing deposits is detected by the use of the following tests:
  - i. Determining the pH of the soil when suspended in 0.5 Molar calcium chloride solution (of neutral pH). A pH value below 3.0 indicates presence of ferrous sulfate and presence of acid-producing deposits is strongly suspected.
  - ii. Test for sulfate by adding a drop of 10 percent barium chloride solution to a water extract of the material. If voluminous flocks of barium sulfate form immediately the presence of acid-producing deposits is strongly suspected.
2. The disposal site shall be approved by the Department. Any soil of this type disposed of shall be covered with a minimum of two feet of cover to prevent rapid oxidation and subsequent acid formation.
3. In both vegetated and paved areas, when acid-producing deposits are encountered, as determined by the soil specialist, excavated trench material shall be returned to the trench as follows:
  - i. Lower material first, followed by upper material.
  - ii. The top one to two inches of soil on which the deeper soil was stockpiled shall be scraped and placed below a depth of two feet.
  - iii. For pipeline construction, the quantity of material to be displaced by bedding and pipe, as well as soil scraped from the stockpile area, shall be subtracted from the deeper, excavated material and this quantity of deeper material removed to an approved disposal site and covered as described in the "Restoration Measures."
  - iv. After backfilling the deeper soil, one ton of limestone per 2,000 square feet shall be spread over the deeper soil in the trench. This liming requirement is applicable in areas of well drained, nonsaturated soils, as determined by the soil specialist.
  - v. In vegetated areas, the top two feet of soil, stockpiled for this purpose, shall then be replaced. If the top two feet of soil was also contaminated, clean backfill material similar to the native topsoil shall be used in place of the contaminated material.
4. The excavated acid-producing deposits shall not be exposed for a period longer than eight hours. When acid-producing deposits are encountered, the trench opened in any construction

day shall be backfilled and the areas cleaned up by the close of the day. Where this is impracticable, such as in the construction of pumping stations and treatment plants, exposed acid-producing deposits shall be covered with limestone screenings at a rate of 100 tons per acre and then covered with six inches of compacted soil within one week of exposure or before the exposed soil drops to pH 3, whichever occurs first. The pH shall be monitored daily under this procedure.

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

## **Dewatering**

When dewatering will occur and a dewatering permit is not required, the contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the Department. Discharges from dewatering activities which contain silt are subject to the following controls:

1. All discharges from dewatering activities to surface waters, wetlands, vernal habitats, or storm sewers shall be free of sediment. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.
2. Sewer inlets within construction areas shall be provided with perimeter hay bales or other appropriate siltation control measures.

## Stockpile, Storage and Disposal

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

1. Only environmentally suitable stockpile sites may be used for the purposes of staging or storing materials, equipment and suitable trench backfill material. Environmentally suitable sites must be level, and devoid of mature stands of natural vegetation. Drainage facilities and features, wetlands, vernal habitats, and stream corridors are not environmentally suitable sites.
2. The boundary of the stockpile area shall be clearly marked by hay bales, silt fencing or another appropriate method. Where fill is to be stored in excess of 10 days, a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: mulching, sprinkling, silt fencing, haybaling and stone covering.

3. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C.

7:26-1.6 shall be graded on-site only to the extent needed to achieve pre-construction grade, unless otherwise specifically approved by the Department. The project sponsor shall ensure that the contractor removes the remainder from the site and disposes of it at a site approved by the project sponsor in accordance with the following:

- i. Disposal sites selected by the contractor shall be evaluated and approved by the project sponsor prior to their use. Disposal sites may also be selected by the project sponsor. The project sponsor shall conduct periodic inspection of disposal sites to ensure compliance with the requirements of this subsection during the off-site disposal operation.

- ii. The disposal of excess excavated material in wetlands, vernal habitats, stream corridors and floodplains is strictly prohibited, even if the permission of the property owner is obtained. The contractor shall be responsible to remove any fill improperly placed by the contractor at the contractor's expense and restore the area impacted.

- iii. If excess excavated material is placed on private property, a hold harmless release in favor of the project sponsor and the Department shall be obtained from the property owner.

- iv. Prior to approval of a site for excess excavated material disposal, where the site exceeds 5,000 square feet, the project sponsor shall obtain, or shall ensure that the contractor or property owner has obtained, the appropriate certification of the soil erosion and sediment control plan in accordance with the State's standards for soil conservation (N.J.S.A. 4:24-1 et seq., also referred to as Chapter 251). Where the site is less than 5,000 square feet, the project sponsor shall advise the property owner of the need for erosion and sediment control and obtain a statement that the property owner accepts complete responsibility for implementation of appropriate methods to prevent erosion and sedimentation.

## Dust

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

## Noise

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

## Cultural Resources

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

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



## Environmental Maintenance Bond

The project sponsor shall require that the contractor supply an environmental maintenance bond in the amount of \$25,000 or 50 percent of the price bid for the materials needed to fulfill the environmental specifications, whichever is greater. The environmental maintenance bond shall provide that the contractor shall remedy, without cost, any defects which result from faulty workmanship, or from failure to comply with the specifications and which develop during the period of one year from the expiration of the performance bond, required pursuant to N.J.S.A. 40A:11-22.

## Photographs

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

## Construction Phase Requirements

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

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



## **Attachment 11**

# **ENVIRONMENTAL MAINTENANCE BOND BLANK FORM**

## ENVIRONMENTAL MAINTENANCE BOND

THE CONTRACTOR SHALL SUPPLY AN ENVIRONMENTAL MAINTENANCE BOND IN THE AMOUNT OF \$25,000.00 OR 50 PERCENT OF THE PRICE BID FOR THE MATERIALS NEEDED TO FULFILL THE ENVIRONMENTAL SPECIFICATIONS, WHICHEVER IS GREATER. THE ENVIRONMENTAL MAINTENANCE BOND SHALL PROVIDE THE CONTRACTOR SHALL REMEDY WITHOUT COST, ANY DEFECTS WHICH RESULT FROM FAULTY WORKMANSHIP OF FROM FAILURE TO COMPLY WITH THE SPECIFICATIONS AND WHICH DEVELOP DURING THE PERIODS OF ONE YEAR FROM THE EXPIRATION OF THE PERFORMANCE BOND, REQUIREMENT PURSUANT TO N.J.S.A. 40A:11-22.

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_ HEREINAFTER CALLED  
(Corporation, Partnership or Individual)

PRINCIPAL, AND \_\_\_\_\_  
(Name of Surety)

HEREINAFTER CALLED SURETY, ARE HELD AND FIRMLY BOUND UNTO

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

HEREINAFTER CALLED OWNER, IN THE AMOUNT OF \_\_\_\_\_  
\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) IN LAWFUL

MONEY OF THE UNITED STATES, FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE PRINCIPAL AND SURETY BIND THEMSELVES THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, THE PRINCIPAL HAS WRITTEN AGREEMENT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A COPY OF WHICH IS HERETO ATTACHED AND MADE PART HEREOF, ENTERED INTO A CONTRACT WITH THE OWNER FOR THIS CONSTRUCTION OF:

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

AND WHICH IS HEREINAFTER REFEREED TO AS THE CONTRACT.

NOW, THEREFORE THE TERMS AND CONDITIONS OF THIS BOND ARE AND SHALL BE THAT THE SAID PRINCIPAL WILL REMEDY, WITHOUT COST TO THE OWNER, ANY DEFECTS WHICH ARE PROVED TO HAVE RESULTED FROM POOR WORKMANSHIP OF FAILURE TO COMPLY WITH ANY REQUIREMENTS OF SAID CONTRACT AND SPECIFICATIONS PERTAINING TO THE RESTORATION FOR ALL AREAS INCLUDING CONSTRUCTION IN THE CRITICAL ENVIRONMENTAL AREAS DESIGNATED ON THE DRAWINGS AS WELL AS FROM POOR WORKMANSHIP IN SUCH AREAS. THE OBLIGATION UNDER THIS BOND SHALL COMMENCE ON THE FIRST ANNIVERSARY DATE OF FINAL ACCEPTANCE OF SAID CONTRACT AND CONTINUE IN FULL FORCE AND EFFECT FOR A PERIOD OF ONE (1) YEAR; OTHERWISE IT SHALL REMAIN IN FULL FORCE AND EFFECT.

PROVIDED FURTHER, THAT THE SAID SURETY, FOR VALUE RECEIVED HEREBY STIPULATES AND AGREES THAT NO CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION TO THE TERMS OF THE CONTRACT OR TO WORK TO BE PERFORMED THEREUNDER OF THE SPECIFICATIONS ACCOMPANYING THE SAME SHALL IN ANY WAY AFFECT ITS OBLIGATION ON THIS BOND, AND IT DOES HEREBY WAIVE NOTICE OF ANY SUCH CHANGE, EXTENSION OF TIME, ALTERATION OR ADDITION TO THE TERMS OF THE CONTRACT OR TO THE WORK OR TO THE SPECIFICATIONS.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED IN \_\_\_\_\_ COUNTER-  
PARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20 \_\_\_\_.

(INDIVIDUAL PRINCIPAL)

BY: \_\_\_\_\_ (SEAL)  
(Signature of Individual)

WITNESS

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
(Printed or Typed Name of Individual)

TRADING AND DOING BUSINESS AS:

\_\_\_\_\_

\_\_\_\_\_

(PARTNERSHIP PRINCIPAL)

\_\_\_\_\_ (SEAL)  
(Name of Partnership)

WITNESS

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
(Signature of Partner)

\_\_\_\_\_  
(Printed of Typed Name of Partner)

\_\_\_\_\_  
(Address of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

---

(Name of Corporation)

ATTEST:

(Title)

(Printed or Typed Name of Partner)

OR (if appropriate)

(Name of Corporation)

WITNESS:

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(Printed or Typed Name of Representative)

\*ATTACH APPROPRIATE PROOF, DATED AS OF THE SAME DATE AS THE BOND, EVIDENCING OWNER TO EXECUTE IN BEHALF OF THE CORPORATION.

(CORPORATION SURETY)

BY: \_\_\_\_\_ (SEAL)  
(Name of Corporation)

WITNESS OR ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
(Signature or Officer Title or Attorney-in-Fact)

\*\*ATTACH AN APPROPRIATE POWER OF ATTORNEY, DATED AS OF THE SAME DATE AS THE BOND, EVIDENCING THE OWNER OF THE ATTORNEY-IN-FACT TO ACT IN BEHALF OF THE CORPORATION.

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF AGREEMENT. IF CONTRACTOR IS PARTNERSHIP, ALL PARTNERS SHOULD EXECUTE BOND.

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE U.S. TREASURY DEPARTMENTS MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.



## **Attachment 12**

# **GENERAL MAINTENANCE BOND SAMPLE FORM**

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ as principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation of the State of \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (herein after called the Obligee), in the penal sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to  
be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, (hereinafter called the Contract) for the construction of  
\_\_\_\_\_  
\_\_\_\_\_

Which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that the said Principal will remedy,  
without cost to the Obligee, any defects which are proven to have resulted from defective materials, poor  
workmanship, or failure to comply with any conditions of said Contract. The obligation under this bond shall  
commence on the date of final acceptance of said Contract and continue in full force and effect for a period of  
\_\_\_\_\_ year(s); otherwise it shall remain in full force and effect.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the  
said Contract or in or to the Contract Drawings and Specifications therefore shall in anyway affect the obligation  
of said surety or its bond.

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

(Individual Principals Sign Here)

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

In the Presence of:

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

\_\_\_\_\_

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

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

(Corporate Principals Sign Here)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

(Surety Sign Here)

\_\_\_\_\_

\_\_\_\_\_

1. The full Legal name and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a Partnership, the full names of all partners must be inserted in the first paragraph, which must recite that they are the Partners composing the Partnership (to be named), and all Partners must execute the Bond as individuals.
3. The State of Incorporation of each Corporate party to the Bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of the Party attested by its Secretary or other appropriate officer.
4. The Date of the Bond must not be prior to the date of the Contract.
5. Power of Attorney and Financial Statement must be attached to the bond.

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charges \$ \_\_\_\_\_

(The above must be filled in be Corporate Surety)

## **Attachment 13**

### **WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.I. 113-6)**

## **Attachment 2**

### **Wage Rate Requirements under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)**

#### **Preamble**

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

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

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

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

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at [fleury.lorraine@epa.gov](mailto:fleury.lorraine@epa.gov) or at 215-814-2341 of EPA, Region 3 Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

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

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

## **2. Obtaining Wage Determinations.**

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

- (i)** While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii)** If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

**(b)** If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

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

**(d)** As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or

ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

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

#### **(1) Minimum wages.**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

## **(2) Withholding.**



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

### **(3) Payrolls and basic records.**

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to

require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater

than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

#### **(5) Compliance with Copeland Act requirements.**

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

**(6) Subcontracts.**

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

**(7) Contract termination; debarment.**

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

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

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

**(9) Disputes concerning labor standards.**

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

**(10) Certification of eligibility.**

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

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

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

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

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

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

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

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

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

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

## **5. Compliance Verification.**



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

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

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

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

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

## **Attachment 14**

# **FEDERAL WAGE RATE DETERMINATION MORRIS COUNTY**

"General Decision Number: NJ20230059 01/06/2023

Superseded General Decision Number: NJ20220059

State: New Jersey

Construction Type: Heavy

County: Morris County in New Jersey.

#### HEAVY 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:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
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:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/06/2023

BRNJ0004-001 11/01/2022



	Rates	Fringes
CEMENT MASON.....	\$ 46.90	34.31
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CARP0006-009 05/01/2022		

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 53.30	58%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

-----  
CARP0006-013 05/01/2022

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 53.30	58%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

-----  
CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

-----  
ELEC0102-026 05/30/2022

	Rates	Fringes
ELECTRICIAN		
Cable Splicer.....	\$ 66.30	61.50%
Electrician.....	\$ 60.27	61.50%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

-----  
ENGI0825-021 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

**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:**

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

**GROUP 2:**

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

**GROUP 3:**

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Crusher; Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

**GROUP 4:**

Broom; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Roller, Grade; Pump

**GROUP 5:**

Oiler

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IRON0011-012 07/01/2022

	Rates	Fringes
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**Ironworkers:**

Reinforcing.....	\$ 45.39	47.42
Structural, Ornamental.....	\$ 46.44	46.72

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LAB00077-008 07/01/2012

	Rates	Fringes
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LABORER

## MASON TENDER:

Cement/Concrete.....	\$ 29.35	23.07
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LAB00172-009 03/01/2021

Rates	Fringes
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## Laborers:

Common or General Laborer;

Landscape Laborer, Power

Tool Operator.....	\$ 43.50	32.35
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Pipelayer.....	\$ 44.20	32.35
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## 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.

-----  
PAIN0711-023 06/01/2022

Rates	Fringes
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## Painters:

Work on bridges (Major

Bridges Designed for

Commercial Navigation).....	\$ 57.23	32.85
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PAIN0711-024 05/01/2017

Rates	Fringes
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## Painters:

New Construction

Brush and roller.....	\$ 40.19	22.72
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Repaint work, on projects

on which no major

alterations occur.

Brush and roller.....	\$ 29.05	18.91
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PLUM0274-010 05/01/2022

MORRIS COUNTY (does not include the Borough of Chatham; Township of Chatham; Borough of Chester; Townships of Chester, Harding and Long Hill; Borough of Mendham; Townships of Mendham and Mount Olive; Township of Washington (Town of Long Valley only))

Rates	Fringes
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PIPEFITTER.....\$ 57.97 40.22

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PLUM0475-022 05/01/2022

MORRIS COUNTY (Borough of Chatham; Township of Chatham; Borough of Chester; Townships of Chester, Harding and Long Hill; Borough of Mendham; Townships of Mendham and Mount Olive; Township of Washington (Town of Long Valley only)

Rates Fringes

PIPEFITTER.....\$ 53.60 44.49

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TEAM0408-003 05/01/2020

Rates Fringes

TRUCK DRIVER

Dump Truck.....\$ 39.21 27.32

Off the Road Truck,

Flatbed Truck, Pickup

Truck, Vacuum Truck.....\$ 39.31 27.32

a. Employer contributes \$1813.39 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISIO"

## **Attachment 15**

# **IMPLEMENTATION OF AMERICAN IRON AND STEEL PROVISIONS OF P.L. 113-76, CONSOLIDATED APPROPRIATIONS ACT, 2014**





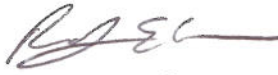
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

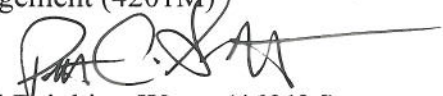
MAR 20 2014

OFFICE OF WATER

**MEMORANDUM**

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,  
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director   
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director   
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors  
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

## Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

### **Project Coverage**

#### **1) What classes of projects are covered by the AIS requirement?**

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

#### **2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?**

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

#### **3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?**

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

#### **4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?**

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

**5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

**6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

**7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

**8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

**9) What about refinancing?**

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

**10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?**

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

**Covered Iron and Steel Products**

**11) What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

**12) What does the term ‘primarily iron or steel’ mean?**

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

**13) Can you provide an example of how to perform a cost determination?**

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

**14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?**

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

**15) What is the definition of steel?**

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

**16) What does ‘produced in the United States’ mean?**

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**17) Are the raw materials used in the production of iron or steel required to come from US sources?**

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

**18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?**

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

**19) What is the definition of ‘municipal castings’?**

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

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

Meter Boxes;  
Service Boxes;  
Steel Hinged Hatches, Square and Rectangular;  
Steel Riser Rings;  
Trash receptacles;  
Tree Grates;  
Tree Guards;  
Trench Grates; and  
Valve Boxes, Covers and Risers.

## **20) What is ‘structural steel’?**

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

## **21) What is a ‘construction material’ for purposes of the AIS requirement?**

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

## **22) What is not considered a ‘construction material’ for purposes of the AIS requirement?**

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and



data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?**

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

**24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?**

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

**Compliance**

**25) How should an assistance recipient document compliance with the AIS requirement?**

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

## **26) How should a State ensure assistance recipients are complying with the AIS requirement?**

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

## **27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?**

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

## **28) How do international trade agreements affect the implementation of the AIS requirements?**

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

### **Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

### **Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

## **Step-By-Step Waiver Process**

### Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov). For DWSRF waiver requests, please send the application to: [dwsrfwaiver@epa.gov](mailto:dwsrfwaiver@epa.gov).

## Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

## Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at [dorfman.jordan@epa.gov](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

Attachments

## Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum</li> <li>• Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

## Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
<ul style="list-style-type: none"> <li>• Does the waiver request include the following information? <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul> </li> <li>• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</li> </ul>				
Availability Waiver Requests				
<ul style="list-style-type: none"> <li>• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> <li>— Supplier information or other documentation indicating availability/delivery date for materials</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul> </li> <li>• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?</li> <li>• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</li> <li>• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> <li>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> <li>— Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> <li>— Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul> </li> <li>• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</li> </ul>				



### **Appendix 3: Example Loan Agreement Language**

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

#### **Appendix 4: Sample Construction Contract Language**

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

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

## Appendix 5: Sample Certifications

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

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

---

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

Signed by company representative

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

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

---

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

Signed by company representative

## **Attachment 16**

### **AFFIRMATIVE ACTION AFFIDAVIT**

**AFFIRMATIVE ACTION AFFIDAVIT**

(TO BE COMPLETED BY FIRMS WITH LESS THAN 50 EMPLOYEES)

STATE OF NEW JERSEY     }  
COUNTY OF                     } ss.

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of \_\_\_\_\_, a bidder making a proposal upon the above named project.
2. \_\_\_\_\_ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127, it's rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.
4. \_\_\_\_\_ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey pursuant hereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975 c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of \_\_\_\_\_, (City, Town, Borough) of \_\_\_\_\_, until an affirmative action plan is approved. I am also aware that the contract may be terminated and \_\_\_\_\_ may be debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report (AA-302).

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title

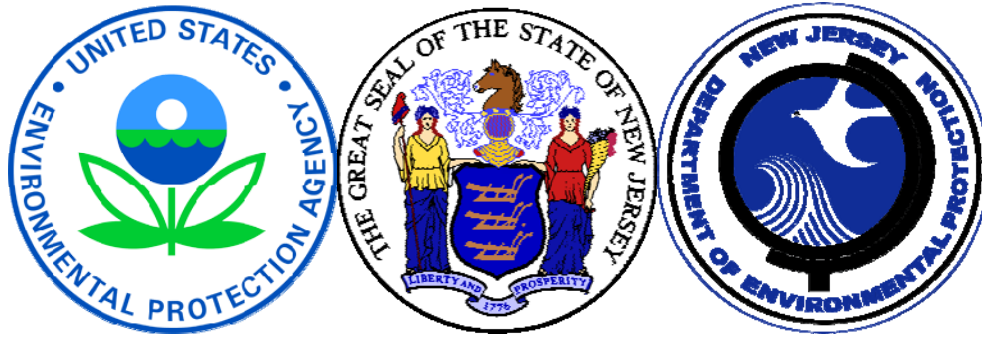
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 200\_\_



## **Attachment 17**

### **NJWB ONLINE PROJECT POSTING TEMPLATE**





Construction of upgrades and improvements to [facility name, project location, capital cost] were financed by the New Jersey Water Bank (NJWB). The NJWB is a State Revolving Fund program jointly administered by the New Jersey Department of Environmental Protection (DEP) and the New Jersey Infrastructure Bank (Infrastructure Bank) and uses a combination of funds provided by the United States Environmental Protection Agency, the DEP, and the Infrastructure Bank to provide very low interest loans to borrowers for environmental infrastructure projects.

This project will provide water quality benefits [details of the benefit to be realized from project implementation] for residents and businesses in [service area, geographic area].

State Revolving Fund programs around the nation provide states and communities the resources necessary to maintain and improve the infrastructure protecting our valuable water resources nationwide.



## **Attachment 18**

### **NJWB ONLINE PROJECT POSTING TEMPLATE**

PROJECT FUNDED BY

# The Bipartisan Infrastructure Law

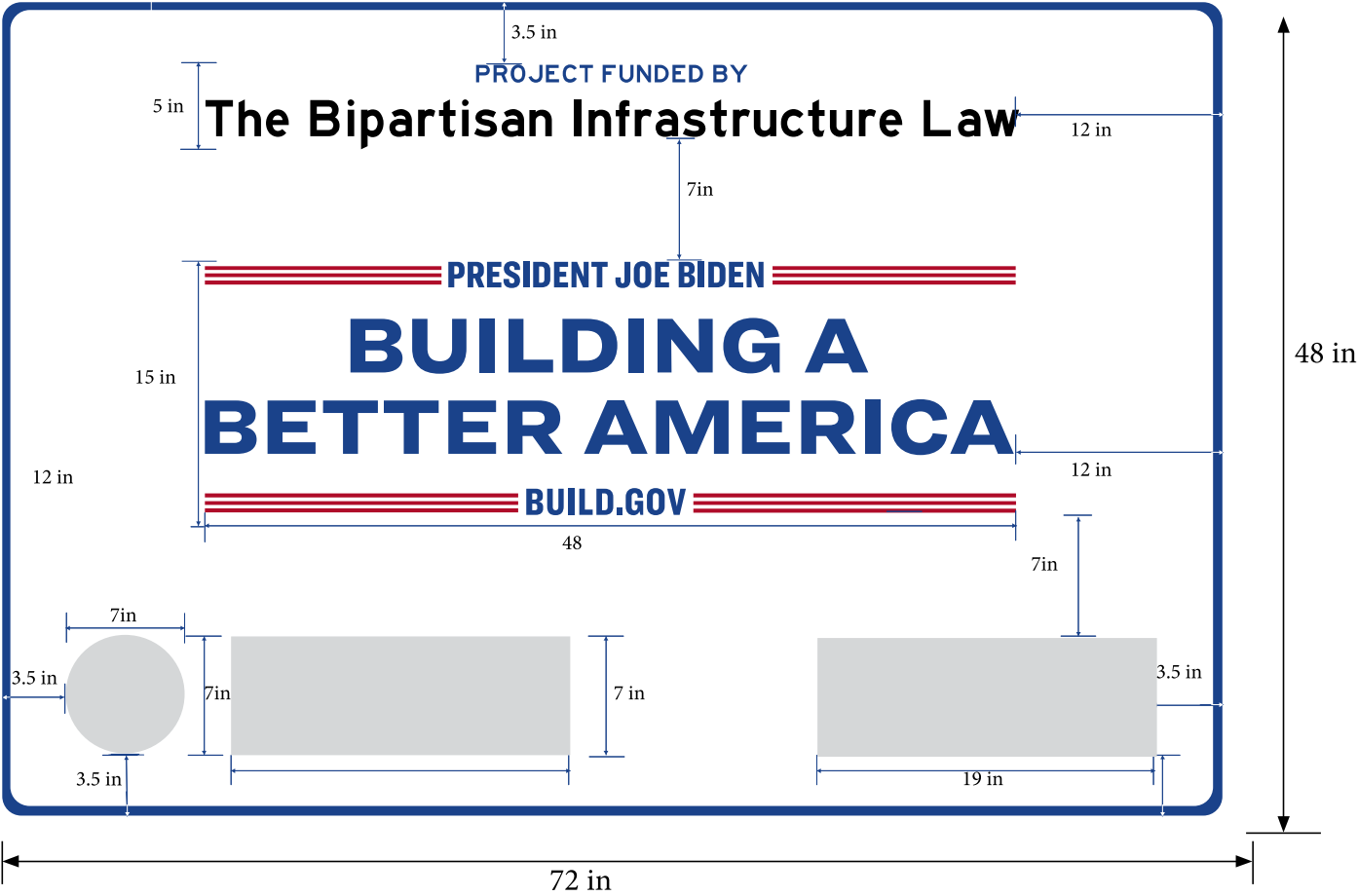
**PRESIDENT JOE BIDEN**

# **BUILDING A BETTER AMERICA**

**BUILD.GOV**



# Building A Better America General Guidelines for Logo Applications






# Variations and Usage

There is one approved mark associated with the Building A Better America logo. To preserve the integrity of the Building A Better America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the ‘marks’ in any way weakens the power of the image and what it represents.

Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.



The colors, graphics and fonts used should conform to graphic standards.

COLOR		CMYK	RGB	HEX P	MS
	Blue	83,48,0,48	22 / 68 / 132	#164484	PMS7687C
	Red	0,100,81,0	255/0/49	#FF0031	PMS185C
	White	2,2,0, 3	242 /244/248	#F2F4F8	Bright White

## **Attachment 19**

# **BUILD AMERICA BUY AMERICA REQUIREMENT GUIDANCE**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF WATER

November 3, 2022

**MEMORANDUM**

**SUBJECT:** Build America, Buy America Act Implementation Procedures for EPA Office of Water  
Federal Financial Assistance Programs

**FROM:** Radhika Fox  
Assistant Administrator

**TO:** EPA Regional Water Division Directors, Regions I – X  
EPA Office of Water Office Directors

**OVERVIEW**

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.



## IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than... [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs<sup>1</sup>
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

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<sup>1</sup> Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water’s dedicated website – <https://www.epa.gov/cwsrf/build-america-buy-america-baba> – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>. You may also email questions to [BABA-OW@epa.gov](mailto:BABA-OW@epa.gov).

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

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## QUESTIONS AND ANSWERS

### SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?
  - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements.” In most cases, the assistance recipient’s representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?
  - A1.2: No. According to the OMB Guidance (M-22-11), a “project” is defined as “...any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.” Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
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- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?
  - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no “small portion” or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?
  - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

## SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?
  - A2.1: EPA considers the terms “predominantly” and “primarily” to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.
- Q2.2: What is the definition of construction materials (with examples)?
  - A2.2: From OMB Guidance M-22-11: “construction materials” include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
    - non-ferrous metals,
    - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
    - lumber, and
    - drywall.

For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?
  - A2.3: From OMB Guidance M-22-11: “...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total



cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...”

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
  - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as “Iron and Steel” under BABA?
  - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for “iron and steel” items or products under either requirement):

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets
Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digester Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)
Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made “primarily” of iron and steel but would be classified as “manufactured products” under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered “manufactured products” under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)
Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
  - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

### SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don’t require BABA, must the entire project comply with BABA?
  - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA’s applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.



- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?
  - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

#### SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?
  - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use [CWSRFWaiver@epa.gov](mailto:CWSRFWaiver@epa.gov) or [DWSRFWaiver@epa.gov](mailto:DWSRFWaiver@epa.gov).

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?
  - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.
- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?
  - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.
- Q4.4: What information is needed when applying for a cost waiver under BABA?
  - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.
- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?
  - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass

reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?
  - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

#### SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?
  - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

For information on SRF program roles and responsibilities, see question 7.6.

At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?
  - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its “use”, in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.
- Q5.3: How can product compliance with the BABA requirements be demonstrated?
  - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:
    - (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
    - (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
    - (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
    - (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
    - (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.



In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
  - A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
  - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the “iron and steel” requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA’s recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?
  - A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America,

Buy America Act requirements.” In most cases, the assistance recipient’s representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?
  - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.
- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?
  - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a “step certification” process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product’s compliance with BABA requirements at all stages of manufacturing.
- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?
  - A5.9: Material Test Reports (MTRs, commonly referred to as “Mill Certifications” or “Mill Certs”) provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative’s signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a “step certification” if the product is further fabricated or painted, etc., by another manufacturer.
- Q5.10: Can a manufacturer use a fillable certification letter for products?
  - A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?
  - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.
- Q5.12: How long should assistance recipients keep compliance documentation?
  - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

#### SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?
  - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.
- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?
  - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

- A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

- A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

#### SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

- A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section.” Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.



- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?
  - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.
- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do “equivalency” rules apply?)
  - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., “equivalency” projects). EPA’s SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that “none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., “non-equivalency” projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)
- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?
  - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection

measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?
  - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)
- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?
  - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

### Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee will forward the application to [CWSRFWaiver@epa.gov](mailto:CWSRFWaiver@epa.gov) or [DWSRFWaiver@epa.gov](mailto:DWSRFWaiver@epa.gov).

### Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.
2. Posting – After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: <https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment>.
3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OMB)



## APPENDIX 1

### **Example Build America, Buy America (BABA) Act Construction Contract Language**

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ ("Owner") and the \_\_\_\_\_ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

## APPENDIX 2

### **Example Build America, Buy America (BABA) Act Assistance Agreement Language**

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency<sup>[1]</sup> pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

<sup>[1]</sup> From OMB Guidance M-22-11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

## **Attachment 20**

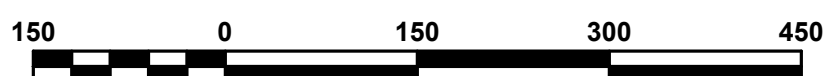
### **PROJECT LOCATION MAPS**





REFERENCE:

1. AERIAL IMAGERY - © NEARMAP US, INC. <http://go.nearmap.com>



SCALE: 1"=150'

LEGEND:

- WATER BODY/WATER COURSE
- PARCELS
- MUNICIPAL BOUNDARIES
- EXISTING RAILROAD
- PIPE NETWORK
- OPEN CHANNEL FLOW

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EXCELLENCE ♦ ECONOMY ♦ ENVIRONMENT

**STORMWATER INFRASTRUCTURE ASSET CONDITION ASSESSMENT & IMPROVEMENT RECOMMENDATIONS FOR THE BOROUGH OF NETCONG COUNTY OF MORRIS, STATE OF NEW JERSEY**

**CHESTNUT AREA EXHIBIT**

PROJECT NUMBER:  
SCE-R13058.011

SCALE:  
AS NOTED

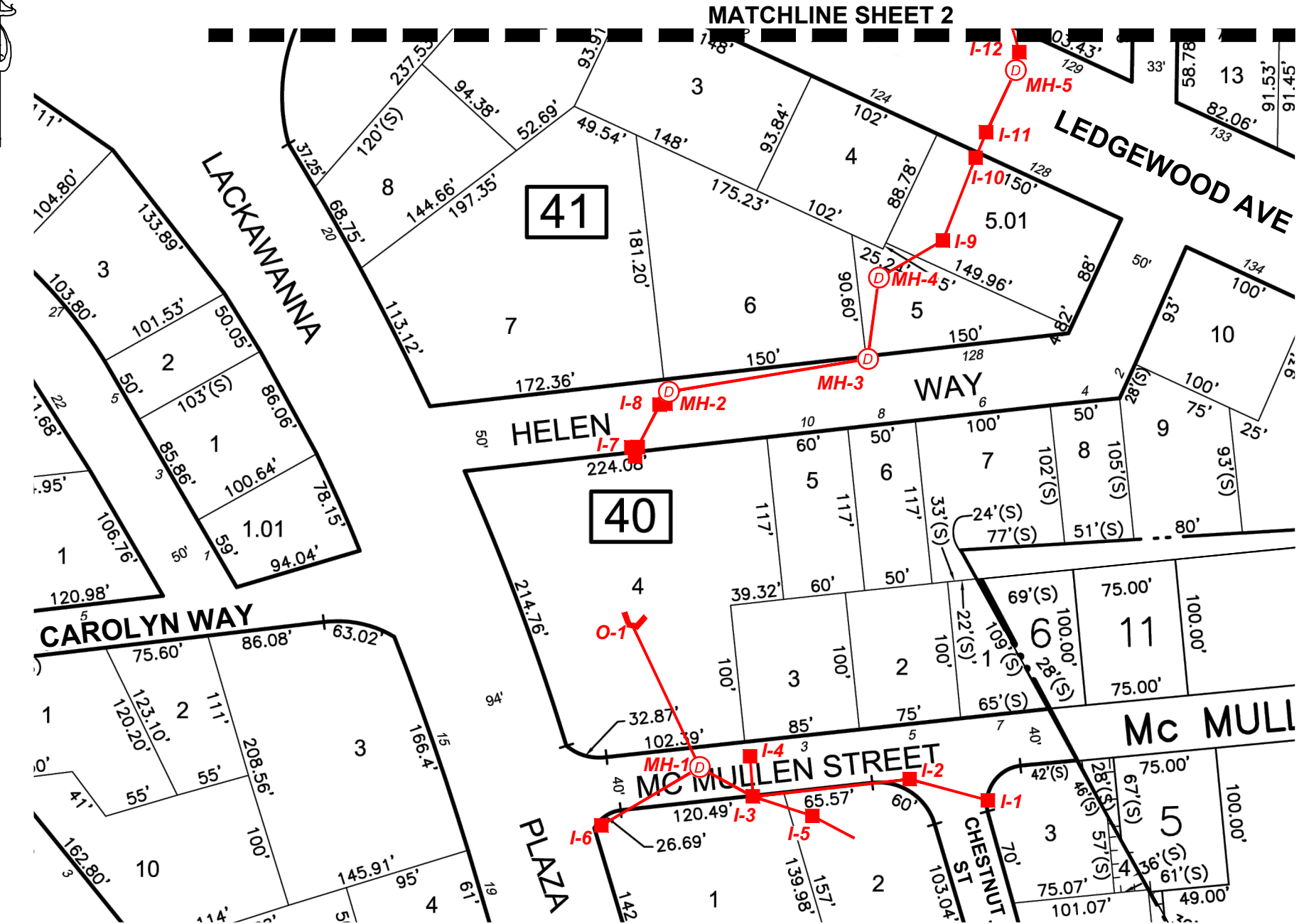
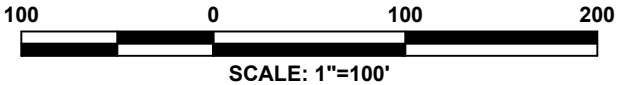
SHEET **1** OF **1**

REVISION **-**



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BOROUGH OF NETCONG				
REFERENCE STREET	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	DIAMETER (IN)	LENGTH (FT)
MCMULLEN ST.	I-1	I-2	12	60
MCMULLEN ST.	I-2	I-3	12	116
MCMULLEN ST.	I-4	I-3	15	30
MCMULLEN ST.	I-5	I-3	24	46
MCMULLEN ST.	I-3	MH-1	24	45
MCMULLEN ST.	MH-1	O-1	24	115
MCMULLEN ST.	I-6	MH-1	12	84
HELEN WAY	I-7	I-8	24	36
HELEN WAY	I-8	MH-2	24	5
HELEN WAY	MH-2	MH-3	24	148
HELEN WAY	MH-3	MH-4	24	60
HELEN WAY	MH-4	I-9	24	55
HELEN WAY	I-9	I-10	36	66
LEDGEWOOD AVENUE	I-10	I-11	36	20
LEDGEWOOD AVENUE	I-11	MH-5	36	51
LEDGEWOOD AVENUE	MH-5	I-12	36	14



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**BOROUGH OF NETCONG**

**CLEANING & CCTV EVALUATION OF STORM SEWERS**

**BOROUGH OF NETCONG, COUNTY OF MORRIS,**

**STATE OF NEW JERSEY**

**NETCONG MAP I**

PROJECT NUMBER:  
SCE-13028.011

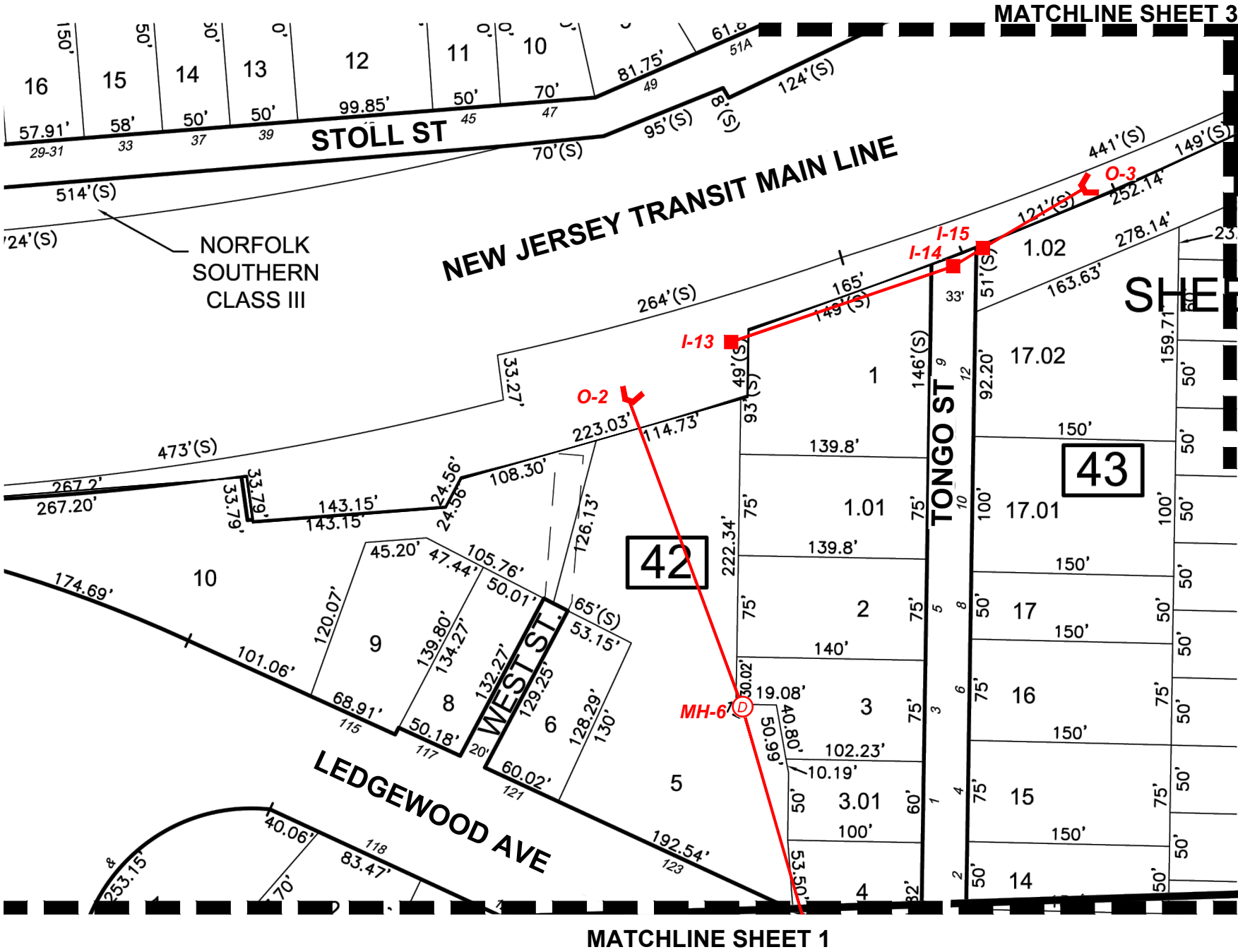
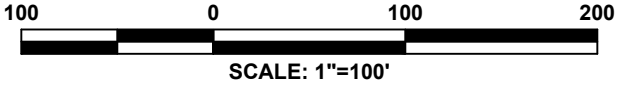
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SHEET 1 OF 4

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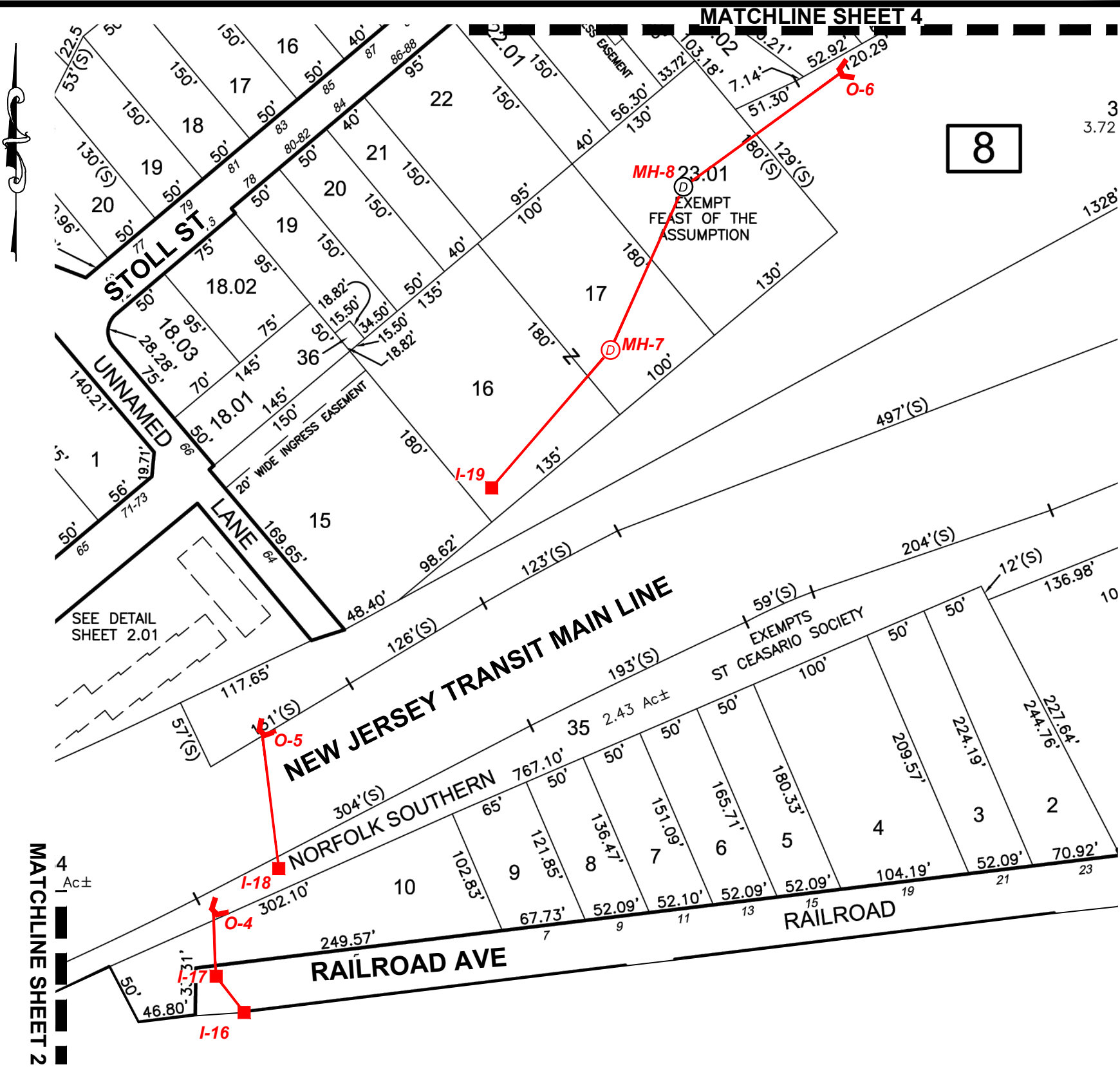
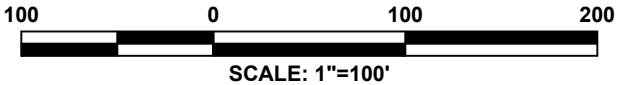
BOROUGH OF NETCONG				
REFERENCE STREET	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	DIAMETER (IN)	LENGTH (FT)
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BLOCK 42	MH-6	O-2	24	241
NJ TRANSIT MAIN LINE	I-13	I-14	36	174
NJ TRANSIT MAIN LINE	I-14	I-15	36	26
NJ TRANSIT MAIN LINE	I-15	O-3	36	87



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		<b>NETCONG MAP II</b>	SCALE: 1"=100'
		SHEET 2 OF 4	
REVISION			

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BOROUGH OF NETCONG				
REFERENCE STREET	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	DIAMETER (IN)	LENGTH (FT)
RAILROAD AVE	I-16	I-17	15	138
NJ TRANSIT MAIN LINE	I-17	O-4	15	42
NJ TRANSIT MAIN LINE	I-18	O-5	24	111
BLOCK 8	I-19	MH-7	24	147
BLOCK 8	MH-7	MH-8	24	145
BLOCK 8	MH-8	O-6	24	158



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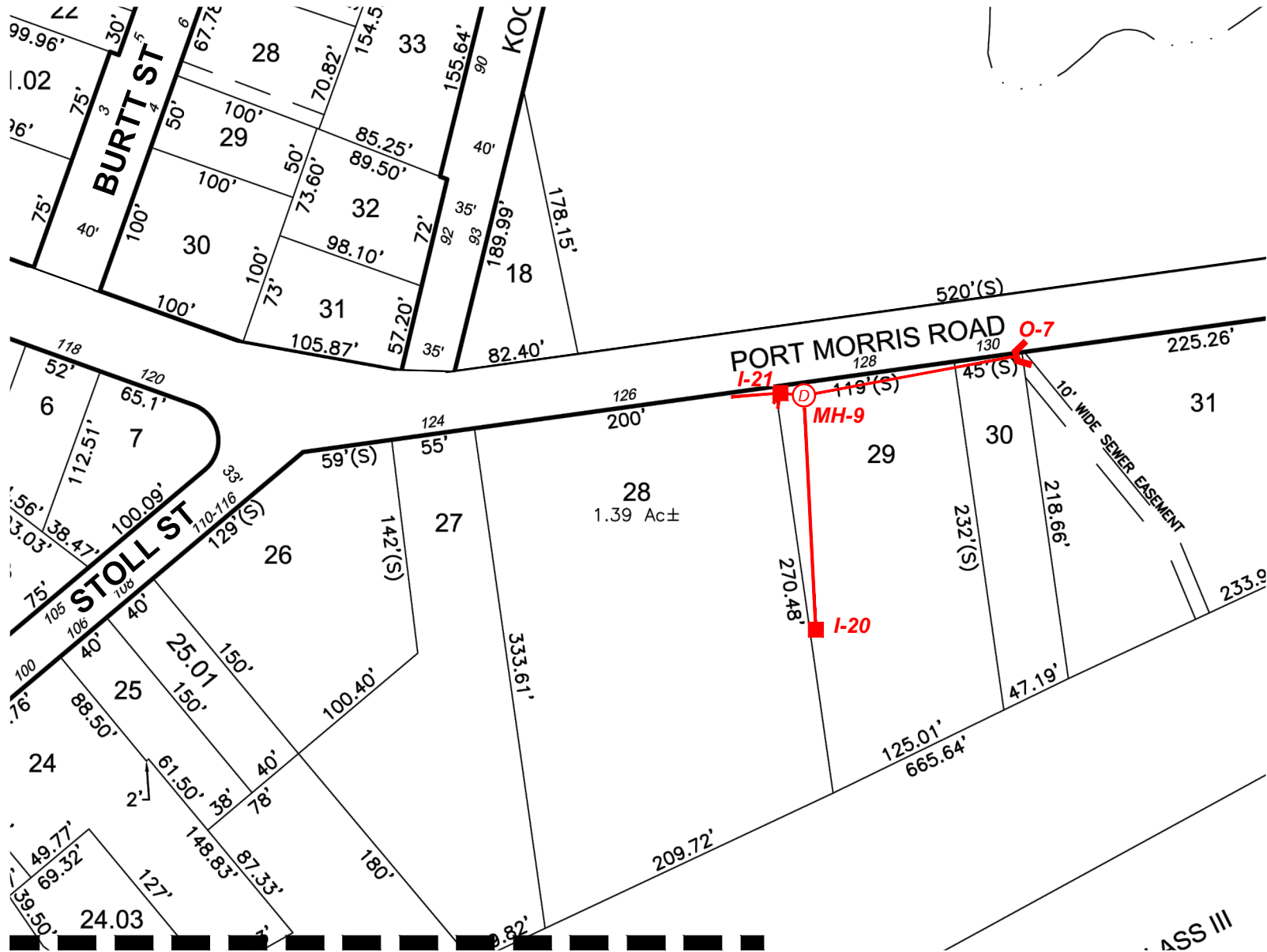
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<b>BOROUGH OF NETCONG</b> <b>CLEANING &amp; CCTV EVALUATION OF STORM SEWERS</b> <b>BOROUGH OF NETCONG, COUNTY OF MORRIS,</b> <b>STATE OF NEW JERSEY</b>	<b>PROJECT NUMBER:</b> SCE-13058.011
	<b>SCALE:</b> 1"=100'
<b>NETCONG MAP III</b>	<b>SHEET 3 OF 4</b>
	<b>REVISION -</b>

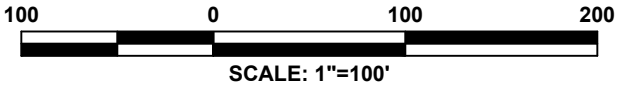


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BOROUGH OF NETCONG				
REFERENCE STREET	UPSTREAM STRUCTURE	DOWNSTREAM STRUCTURE	DIAMETER (IN)	LENGTH (FT)
PORT MORRIS ROAD	I-20	MH-9	30	153
PORT MORRIS ROAD	I-21	MH-9	30	15
PORT MORRIS ROAD	MH-9	O-7	30	143



MATCHLINE SHEET 3



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	<b>SCALE:</b> 1"=100'
<b>NETCONG MAP VI</b>	<b>SHEET 4 OF 4</b>
	<b>REVISION</b> -

<b>PROJECT NUMBER:</b> SCE-13058.011
<b>SCALE:</b> 1"=100'
<b>SHEET 4 OF 4</b>
<b>REVISION</b> -