SPECIFICATIONS FOR

COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

BOROUGH OF FAIRVIEW
BERGEN COUNTY, NEW JERSEY

October 15, 2025

NEGLIA PROJECT NO.: FAVWMUN25.011

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BOROUGH OF FAIRVIEW

BID NOTICE

Notice is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Fairview, Bergen County, New Jersey, for the **Columbus Park Improvements (BCOS Funded)** project at Fairview Borough Hall, 59 Anderson Avenue, Fairview, New Jersey, 07022 on **Thursday, November 20, 2025** at **11:00 AM** Local Prevailing Time.

Drawings, specifications and forms of bids, contract and bond for proposed work, prepared by the Neglia Group, will be on file at the office of said Engineer, 34 Park Avenue, Lyndhurst, N.J. on **Wednesday, October 15, 2025 at 12:00 PM** Local Prevailing Time, and may be examined at no expense by prospective bidders during business hours. Bidders, upon request, will be furnished with a copy of the specifications and plans by the Engineer upon proper notice and a non-refundable payment cost of **$10.00** for a DIGITAL thumb drive or **$200.00** for a hard copy to cover the cost of reproduction. (Checks made payable to: **Neglia Group**). Bidders can also contact the Borough of Fairview to obtain a digital download of the plans and specifications at info@fairviewborough.com for a cost of **$5.00** between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday (checks made payable to the **Borough of Fairview**). Bids must be made on Standard Proposal Forms in the manner designated herein and required by the Specifications, must be enclosed in sealed envelopes, bearing the name and address of bidder and name of project on the outside addressed to Borough Clerk, Borough of Fairview, Bergen County, New Jersey and must be accompanied by a non-collusion affidavit and a certified check or bid bond for not less than ten (10%) percent of the amount bid, provided said check need not be more than $ 20,000.00, nor shall not be less than $500.00, and a consent of surety from a surety company authorized to transact business in the State of New Jersey in a sum equal to one hundred (100%) percent of the amount bid, and be delivered at the place on or before the hour named above.

Signatures shall be in ink and in longhand. Bids should be either mailed directly to or hand delivered directly to the Municipal Clerk, Borough of Fairview, 59 Anderson Avenue, Fairview, New Jersey 07022.

The Standard Proposal Form and the non-collusion affidavit are attached to the Specifications, copies of which will be furnished on application to the Engineer.

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, regarding Affirmative Action and Executive Order 11246 regarding Equal Opportunity, and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq.

and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference. New Jersey Business Registration Requirements: NJSA 40A:11-23.2 requires all contractors and subcontractors with public contracting agencies to provide proof of registration with the Department of Treasury, Division of Revenue.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. The Contractor is required to comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to NJSA 10:5-31 et. seq. and NJAC 17:27, P.L.1975, c 127., regarding Affirmative Action, Executive Order 11246 regarding Equal Employment Opportunity, and Chapter 33, Laws of 1977 regarding disclosure of Partners & Stockholders, and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference, and with all provisions of the Local Public Contracts Law, NJSA 40A:11-1 et. seq. and all rules and regulations promulgated thereunder, the provisions of which are incorporated herein by reference. All bidders must be registered with the New Jersey Department of Labor.

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of thirty (30) days. The Borough reserves the right to reject any or all bids, or to waive any informalities in the bidding. Small, Minority and Women's Business Enterprises are encouraged to obtain specifications and compete for the contract.

"By order of the Mayor and Council, Borough of Fairview, Bergen County, New Jersey."

_____

Diane T. Testa, Borough Administrator/Clerk

GENERAL INFORMATION

GENERAL QUALIFICATIONS:

The scope of work includes the construction the Columbus Park pavilion area, renovated playground, new adult playground, and a resurfaced basketball court along with additional concrete and asphalt areas on site. In addition, the project includes the construction of new utilities and stormwater conveyance improvements to accommodate the park's renovation. Columbus Park will be furnished with new landscaping and site amenities through the property, as well as minor improvements to existing site features. These improvements are all within the Borough of Fairview located at Columbus Park.

TIME TO COMPLETE:

TIME IS OF THE ESSENCE for this project.

All proposed improvements associated with the Columbus Park Improvements project shall be completed within One Hundred Eighty (180) calendar days from the issuance of notice to proceed, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

The Borough and Project Engineer can direct appropriate seeding time frames, as required.

INQUIRIES REGARDING PROJECT

Inquiries regarding the various types of work included in this contract should be directed to the following representatives of the Neglia Group:

David Juzmeski, P.E., P.P.
Neglia Group
34 Park Avenue
Lyndhurst, NJ 07071
djuzmeski@negliagroup.com
(201) 939-8805

John J. Dunlea, P.E., P.P.
Neglia Group
34 Park Avenue
Lyndhurst, NJ 07071
jdunlea@negliagroup.com
(201) 939-8805

INSTRUCTIONS TO BIDDERS
Covering all Contracts

1.0 BIDS

1.1 Sealed Proposals (Bids) will be received by the Borough of Fairview by the date and time stated in the Notice to Bidders. All Sealed Proposals (Bids) must be time-stamped by the staff of the Borough of Fairview before the date and time of required receipt set forth in the Notice to Bidders. The Bids will be publicly opened and read aloud on the date and at the time and location set forth in the Notice to Bidders. The term "Bidder" is sometimes hereinafter interchangeably referred to as the "Contractor."

1.2 Bidding forms bound with the Specifications shall not be detached or filled out. A separate package of Bidding Forms will be furnished to each Bidder to be filled out and submitted.

1.3 Each Bid proposal shall be accompanied by:

A. A Consent of Surety from a Surety Company, licensed by the New Jersey Department of Insurance, that such Surety Company will provide the Bidder with a Performance, Payment and Maintenance Bond.

B. A Bid Bond for 10% of the Base Bid but not in excess of $20,000. A certified check or cashier's check drawn to the order of the Borough of Fairview for 10% of the Base Bid but not in excess of $20,000 may be substituted for the Bid Bond.

C. As required by N.J.S.A. 40A:11-23.2 and N.J.S.A. 52:32-44, a copy of the Bidder's Business Registration Certificate (or other form or verification) evidencing registration of the Bidder with the Department of the Treasury. The requirements of such statutes are described in detail in the document entitled "Notice and Certification Relating to Business Registration" which is included as one of the Bid Documents.

1.4 The above shall be applied to the Borough of Fairview's claim for damages in the event the successful Bidder fails to deliver the Contract and Performance, Payment and Maintenance Bond within the time stated under Article 23.0 of these Instructions.

1.5 Bids, Bid Bond or Check, and the Consent of Surety shall be enclosed in a sealed envelope, plainly marked on the outside as follows:

PROPOSAL BY:

_____

Identity of Bidder

PROPOSAL FOR:

_____

Identity of Project

1.6 The Borough of Fairview shall not be held responsible for the premature opening or any improperly identified Bid.

1.7 No Bid may be withdrawn within thirty (30) days after the Bid Opening.

2.0 SECURING CONTRACT DOCUMENTS

2.1 Copies of the Contract Documents are on file at the Borough of Fairview.

2.2 Copies of the Contract Documents (consisting of the Drawings and Specifications) may be reviewed and purchased at the office of the Engineer, Neglia Group, 34 Park Avenue, Lyndhurst, New Jersey, 07071.

3.0 PROOF OF COMPETENCY OF BIDDERS

3.1 Any Bidder may be required to furnish evidence satisfactory to the Borough of Fairview that the Bidder and their proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. In particular, the Contractor must have the appropriate licenses to perform the required remediations.

3.2 The Borough of Fairview reserves the right to reject any Bid if the evidence submitted fails to satisfy the Borough of Fairview that the Bidder and/or Bidder's proposed Subcontractors are qualified to carry out and complete the Contract.

4.0 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

4.1 Each bidder is responsible for being fully cognizant of the conditions relating to the construction and the labor provisions under which the work will be performed failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in their bid.

4.2 At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid

4.3 Each bidder must recognize that the sequence of construction will be established by the Owner and/or Engineer, to minimize traffic problems, or to avoid interference with other proposed projects. No extra payment will be made for remobilization from one section of the contract to another

4.4 Bidders are notified that it is obligatory upon them to obtain by their own means information which they may require as to the existing physical conditions, and in particular as to subsurface and ground water conditions. The Owner will make available to the bidder all information obtained by investigations prior to the bid openings, but makes no guarantee with respect to the accuracy of such information, and each bidder in bidding represents that they rely exclusively upon their own investigations, and the bidder makes a bid with full knowledge of all conditions, and the kinds, quality, and quantity of work required.

4.5 Prior to submitting a Bid, the Bidder shall:

A. Carefully examine the Drawings and read the Specifications.

B. Visit the site of the proposed work, fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the proposed Contract, and make such investigation as the Bidder may see fit so that the Bidder shall fully understand the facilities, difficulties, and restrictions accompanying the work under this Contract.

C. Bring to the attention of the Engineer any variations in the Contract Documents and the actual site conditions that would affect the Bid, which shall be reported to the Borough of Fairview in sufficient time to enable the Engineer to correct such variations, by Addenda, if necessary.

4.6 Should the Bidder observe that any of the Contract Documents are at variance with applicable laws, statutes, building codes or regulations in any respect, the Bidder shall promptly notify the Engineer in writing and any necessary changes to the Contract Documents shall be accomplished by appropriate modification. If the Bidder submits its Bid without first bringing such variance to the attention of the Engineer, the Bidder shall assume full responsibility and shall bear all costs attributable thereto should it be awarded a Contract.

4.7 In submitting its Bid, the Bidder covenants that it has carefully examined the Contract Documents, Addenda, if any, and the Site, that, as a result of such examination, it fully understands the intent and purpose of the Contract Documents and its obligations thereunder, and that it will not make claim for, or have any right to damages, because of the lack of any information.

4.8 Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to the actual conditions and requirements of the work and the accuracy of the estimate of the Engineer and shall not at any time after the submission of a bid dispute or complain of such statement or estimate of the Engineer nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

5.0 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

5.1 Should any Bidder be in doubt as to the true meaning of any part of the Contract Documents, or find discrepancies in or omissions from any part of the Contract Documents, it shall submit to the Engineer a written request for an interpretation or correction thereof.

5.2 Requests for interpretation or correction of the Contract Documents shall be submitted to, and be in possession of, the Engineer and to be given consideration must be received at least 10 days prior to the date fixed for the opening of bids.

5.3 Bidders must address all communications regarding this work to the Engineer at the address set forth in 2.2 above.

5.4 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and shall be shall be provided to all prospective bidders (at the respective address furnished for such purposes), in

accordance with N.J.S.A. 40A:11-23(c)(2) 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. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligations under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.5 If the question involves equality of use of products or methods it must be accompanied by drawings specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general the Engineer will neither approve nor disapprove particular products prior to opening of the bids such products will be considered when offered by the Contractor for incorporation into the work.

5.6 If the Bidder, prior to submission of its Bid, fails to call to the attention of the Engineer the existence of any such patent ambiguity, inconsistency, error, discrepancy, omission or doubt in the Contract Documents, its Bid will be conclusively presumed to have been based upon an interpretation of such ambiguity or inconsistency or the like, or upon any directions correcting such error, which may have been subsequently given by the Director.

5.7 Unless such action shall have been taken by the bidder and approval obtained, the bidder agrees to use the product or method designated or described in the specifications as may be amended by addenda

6.0 ADDENDA

6.1 All Addenda shall be acknowledged on the Bid Form and shall be deemed to have been considered in the Bid. Upon award of a Contract, such Addenda will become part thereof.

7.0 UNIT PRICES (WHEN REQUESTED)

7.1 The cost of changes in the work of this project may be based upon unit prices for certain work and materials. Bidders shall submit unit prices when requested.

7.2 All unit prices shall be NET and shall include all incidental work normally required in connection with the particular type of work involved, and shall include (but not necessarily be limited to) the following:

a. All engineering, including detailing and shop drawings.

b. All material costs, including an allowance for waste.

c. The provision of all necessary accessories.

d. All fabrication and shop costs.

e. All shop and field labor, including supervision and engineering layout costs.

f. All temporary utilities required, including safety precautions.

g. All costs of standby trades during or beyond normal working hours.

h. All charges for transportation, freight, insurance, taxes, overhead, profit and any other item, as well as bonding costs, if applicable.

If unit prices are not deemed fair and reasonable by the Borough of Fairview, Bids may be rejected.

8.0 NEW JERSEY SALES AND USE TAX ACT

8.1 In submitting its Bid, the Bidder certifies that the total amount of its Bid does not include any New Jersey Sales Tax. The Bidder further certifies that, in the event it is the successful Bidder, it will only apply for an exemption for materials or supplies to be used in connection with its Bid and this project.

8.2 In submitting its bid, the Bidder acknowledges and agrees that the Bidder and its Subcontractors and their respective affiliates shall, in accordance with N.J.S.A. 52:32-44(g)(1), be required to collect and remit to the Director of the Division of Taxation in the Department of the Treasury the New Jersey Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c.30 (the "Sales and Use Tax Act") (N.J.S.A. 54:32B-1 et seq.) on the Bidder's and its Subcontractors' and their respective affiliates' sales of tangible personal property delivered into the State of New Jersey. Both the Borough of Fairview, in entering into a contract with the Bidder, and the Bidder, in entering into a contract with a Subcontractor, are required by the Sales and Use Tax Act to include in their respective contracts to provide goods or perform services or to construct a construction project, for the term of each such contract, a requirement that the Bidder (the Contractor) or the Subcontractor, as the case may be, and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the New Jersey Use Tax due pursuant to the Sales and Use Tax Act on all of their sales of intangible personal property delivered into this State, it being understood and agreed that the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity by owning, directly or indirectly, more than 50% of the ownership interests in that entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. **The Bidder shall ensure that all of its contracts with its Subcontractors will include provisions requiring its Subcontractors and their affiliates to make such collections and remittances.**

8.3 A Contractor's Exemption Purchase Certificate, Form ST-13 of the State of New Jersey, Division of Taxation, Sales Tax Bureau, shall be completed by the Bidder and shall, for Sales and Use Tax exemption purposes under N.J.S.A. 54:32B-8.22, be presented to the sellers of materials, supplies or services purchased by the Bidder for exclusive use in connection with this Project only.

9.0 NEW JERSEY PREVAILING WAGE ACT

9.1 The Bidder's attention is called to N.J.S.A. 34:11-56.25 et seq., an act known as the "New Jersey Prevailing Wage Act," which (on the basis of the "prevailing wage contract threshold amount" defined in N.J.S.A. 34:11-56.26 (11) (b)) applies to every contract with the Borough of Fairview for an amount equal to $2,000.00 or more.

9.2 A "public work" is defined in N.J.S.A. 34:11-56.26(5) to mean "construction, reconstruction, demolition, alterations, 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."

9.3 All workmen engaged in the performance of the Contract shall be paid not less than the prevailing wage rate, as ascertained from the Commissioner of Labor and Industry, for the craft or trade or classification of all workmen required to perform the Contract during the anticipated term thereof.

9.4 In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the Contract is paid less than the required wage rate, the Borough of Fairview may terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages, and to itself execute the work to completion or otherwise. The Contractor and their sureties shall be liable to the Borough of Fairview for any excess cost occasioned thereby. The Contractor and its Subcontractors shall then be required to file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the Public Work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. The statements shall be verified by the oaths of each Contractor and Subcontractor, as the case may be.

9.5 The Contractor and each and every Subcontractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by it in connection with the Public Work. Records shall be preserved for two years from the date of payment.

9.6 The Contractor and all Subcontractors shall post the Prevailing Wage Rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages.

9.7 Before final payment is made by the Borough of Fairview to the Contractor under the Contract, the Contractor shall be required (1) to comply with the requirement of N.J.S.A. 52:32-44(d) that the Contractor submit to the Borough of Fairview a complete and accurate list of the names and addresses and business registration certificates (or other forms or verifications evidencing registration with the Department of the Treasury) of the Contractor's Subcontractors, as more particularly provided for in Section A.7. of the document entitled "Notice and Certification Relating to Business Registration" which is included as one of the Bid Documents and (2) to sign an affidavit, in the form requested by the Director, to the effect that all Subcontractors and workmen have been paid in accordance with the Prevailing Wage Rates.

9.8 The Prevailing Wage Rates in the locality for the craft or trade or classification of all workmen needed to perform the Contract during the anticipated term thereof shall be on file in the office of the Borough of Fairview. Said Prevailing Wage Rates, as revised by the Commissioner of Labor and Industry, shall be made part of the Contract.

9.9 Please be advised that N.J.A.C. 12:60-2.1 and 6.1 and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., require that all "public works" employers shall (within ten (10) days of the payment of wages) submit a certified payroll record thereof to the public body or lessor which contracted for the "public works" project.

9.10 The certified payroll records shall be filed with the Borough of Fairview, 59 Anderson Avenue, Bergen County, New Jersey, 07022

9.11 A sample of the certified payroll form is available from the Borough of Fairview. The successful Bidder will receive certified Payroll Forms from the Borough of Fairview at a Pre-Construction Meeting.

10.0 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

10.1 The Bidder's attention is called to N.J.S.A. 34:11-56.48, et seq., an act known as "The Public Works Contractor Registration Act," which provides as follows:

A. That "[n]o contractor [defined in N.J.S.A. 34:11-56.50 as 'any ... legal entity...who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L. 1963, c. 150 (C.34:11-56.25 et seq.), and includes any subcontractor or lower tier subcontractor of a of a contractor'] shall bid on any contract for public work as defined in [N.J.S.A. 34:11-56.26] unless the contractor [including all subcontractors] is registered pursuant to this act." (Emphasis added). N.J.S.A. 34:11-56.51.

B. That "[n]o contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered [with the Department of Labor] pursuant to [N.J.S.A. 34:11-56.52 to 56.55] at the time the bid is made." N.J.S.A. 34:11-56.51.

C. That "[n]o contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to a contract, unless the contractor or subcontractor is registered pursuant to [this] act." N.J.S.A. 34:11-56.51.

D. That "[e]ach contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." N.J.S.A. 34:11-56.55.

10.2 It is required that all labor employed by the Contractor and all Subcontractors on this project will be such as will work with the other trades employed on the project, so that there will be no dissension between trades.

11.0 EQUAL OPPORTUNITY EMPLOYMENT

11.1 N.J.A.C. 17:27-3.1 expressly provides that "[n]o public agency contract shall be awarded by a public agency, nor shall any moneys be paid thereunder to any contractor or subcontractor which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program ***."

12.0 AFFIRMATIVE ACTION

(a) If awarded a contract, the successful bidder/vendor will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27 et seq.

(b) All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the Borough's contract, one of the following:

Goods, Professional Services 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 Borough and the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts ("Division"), (see Attachment #5)

This approval letter is valid for one year from the date of issuance, or

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with the N.J.A.X. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough 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 #6) The period of validity of the Certificate is indicated on its ace. Certificates must be renewed prior to their expiration date in order to remain valid, or
3. The successful vendor shall complete and 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 Borough (see Attachment #7). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Equal Employment Opportunity (EEO/Affirmative Action (AA) evidence must be submitted.

Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 (see Attachment #8) 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 A-202 (see Attachment #9) once a month thereafter for the duration of the contract to the Division and to the Borough's compliance officer.

After notification of award, but prior to signing a construction contract, the Equal Employment Opportunity (EEO)/Affirmative Action (AA) evidence must be submitted. The Borough shall retain the Affirmative Action evidence in their files for review by the Division.

For all goods, services and professional service vendors, vendors shall comply with the affirmative action language of Exhibit A (see Attachment #3).
For all construction contracts, the successful bidder shall comply with the affirmative action language of Exhibit B (see Attachment #4).

Attachment 3

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form of AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Attachment 4

(REVISED 4/10)

EXHIBIT B

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 for 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 the 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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:

EXHIBIT B (*Cont.*)

(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 Treasure 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 be 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.

(2) To notify any minority and women workers who have been listed with its 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 or 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 possess the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(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 Division, 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 Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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.

EXHIBIT B (*Cont.*)

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

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

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

Attachment 5

Sample Federal Letter of Approval

U.S. Department of Labor

Programs

Employment Standards Administration
Office of Federal Control Compliance

Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108

February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

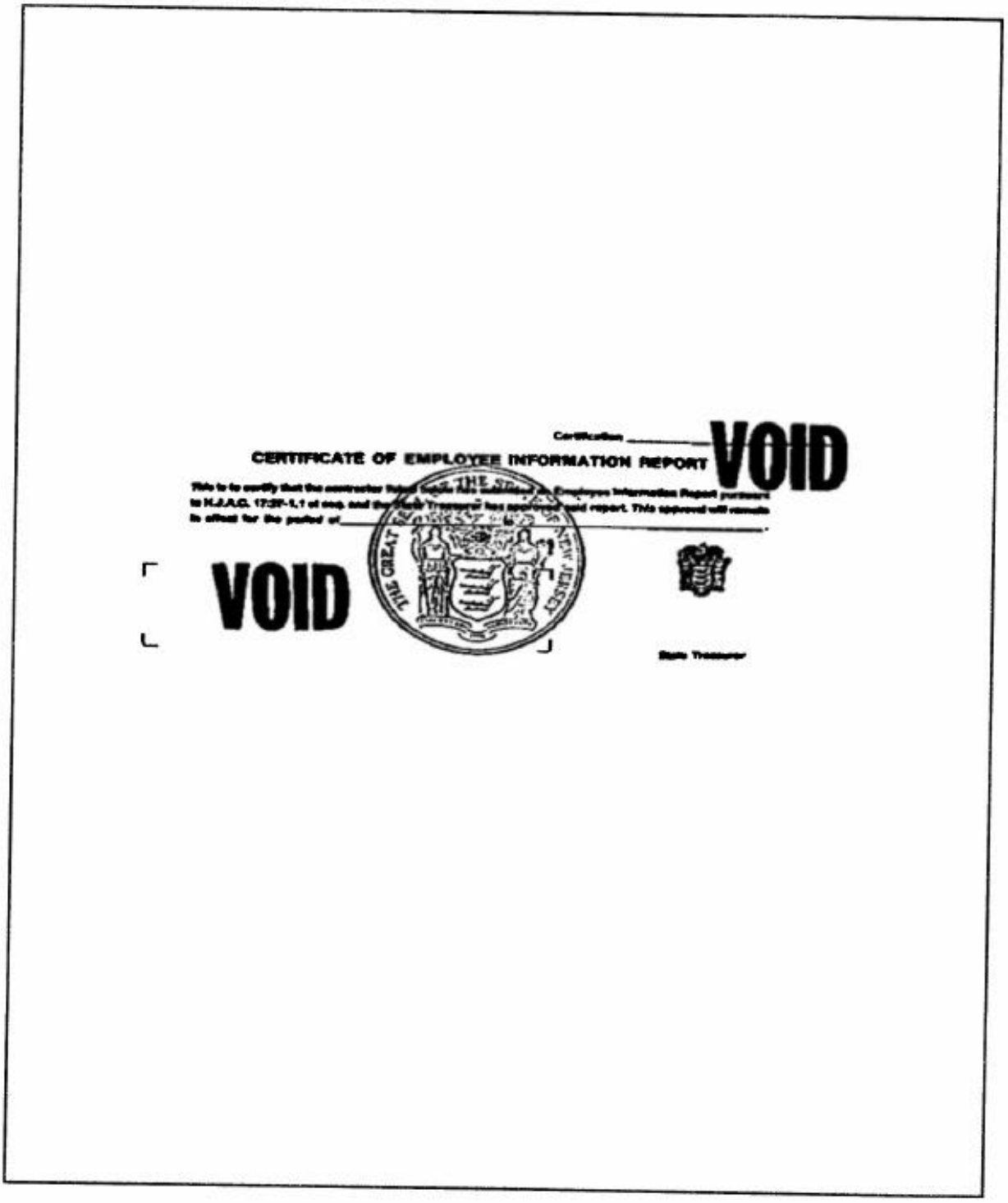
We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area officer Director

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols 2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: To:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION) - -

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

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	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES	12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	A. MIN. WH	B. FEMALE WH	14. % OF WORK HRS A. % OF MIN. WH	B. % OF FEMALE WH	15. CUM. WORK HRS TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	16. CUM. % OF W/H A. % OF MIN. WH	B. % 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 & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

13.0 ANTI-KICKBACK ACT

13.1 The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, promulgated pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C., Sec. 276c), and any amendments or modifications thereof, and shall cause appropriate provisions to be inserted in Subcontracts to insure compliance therewith by all Subcontractors.

14.0 BUY AMERICAN

14.1 Only manufactured and farm products of the United States, wherever available, shall be used under this Contract, pursuant to N.J.S.A. 40A:11-18.

15.0 TIME OF COMPLETION

15.1 **TIME IS OF THE ESSENCE** in the performance of this Contract.

15.2 If the Contractor cannot substantially complete the work within the number of days allotted in the Contract, then the number of working days, or the date of substantial completion, required shall be inserted in the bid.

15.3 The award of the Contract may be determined by the ability of the Contractor to substantially complete the work within the number of calendar days and/or by the date stated in the Contract or in the Contractor's bid as discussed in 16.2.

15.4 The work under the Contract shall be substantially completed within:

All proposed improvements associated with the Columbus Park Improvements project shall be completed within One Hundred Eighty (180) calendar days from the issuance of notice to proceed, including any and all awarded alternates.

Substantial completion is such state of completion as exists when complete possession of the work is taken by the Borough of Fairview, or when the remaining work does not prevent reasonable use of complete occupancy of the work.

15.5 In accordance with N.J.S.A. 40-A:11-17, the Borough of Fairview shall be entitled to deduct, from the contract price, an amount equal to any wages paid by the Borough of Fairview to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed (in the Specifications for the Contract) for the completion of the work.

16.0 STATEMENT OF OWNERSHIP

16.1 A Statement of Ownership must be completed in order for the Bid to be accepted.

16.2 N.J.S.A. 52:25-24.2 requires corporate and partnership Bidders for contracts for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds of any authority, to submit a list of names and addresses of all stockholders owning 10% or more of the stock of the Bidder's corporation or, in the case of a partnership, the names and addresses of all partners owning a 10% or greater interest therein.

16.3 In addition, N.J.S.A. 52:25-24.2 requires that, if one or more of such stockholders or partners is itself a corporation or a partnership, (i) the stockholders holding 10% or more of that corporation's stock or the individual partners owning a 10% or greater interest in that partnership, as the case may be, shall also be listed; and (ii) such "disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner, [meeting or] exceeding the 10% ownership criteria * * * has been listed."

16.4 In the event that a Bidder is a limited liability company, the Bidder must submit (i) the names and addresses of all members owning a 10% or greater interest therein and, (ii) if any member of the limited liability company is a corporation or a partnership or a limited liability company, the names and addresses of the stockholders or partners or members holding a 10% or greater interest in such corporation, partnership or limited liability company. In addition the Bidder must continue such disclosure until the names and addresses of every non-corporate stockholder, partner or member meeting or exceeding the 10% ownership criteria has been listed.

16.5 These statements of names and addresses must be submitted prior to the receipt of the Bid or must accompany the Bid.

No award of a Contract may be made and no Agreement may be entered into if there is a failure to comply with the provisions of law relating to statements of ownership.

17.0 AFFIDAVITS OF FOREIGN CORPORATIONS

17.1 Each Bidder which is a foreign corporation or limited liability company, that is, one not chartered or organized under the laws of the State of New Jersey, must submit, prior to the award of a Contract, an affidavit duly executed by the President, Vice President or General Manager of the entity and stating that said entity has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey.

17.2 Each such Bidder must also state, on their Bid Form, the name and address of the local representative, agent or counsel representing said entity, upon whom service of process can be made.

18.0 BID FORM

18.1 Bid Forms are located within the Specifications and shall be fully completed and executed as described herein.

18.2 Bids shall be submitted on the forms furnished, or accurate copies thereof, and shall be signed in ink. Do not add, delete or change the wording of the Bid Form. Erasures or other changes in a Bid must be explained or noted over the signature of the Bidder. Bids containing any interlineation, omission, unexplained erasures, alterations, or items not called for in the Bid, or irregularities of any kind, may be cause for rejection of the Bid by the Borough of Fairview.

18.3 Each Bid shall state the full name and business address of the Bidder.

18.4 Bids submitted by an individual who is the sole owner of the business shall be signed by that person above their typed or printed name.

18.5 Bids by partnerships must state the full names of all partners, must set forth the legal name of the partnership, followed by the name of the state of formation, and must be signed on behalf of the partnership by one of the partners or by an authorized representative, whose name and designation must be typed or printed under their signature.

18.6 Bids by corporations or limited liability companies must set forth the legal name of the corporation or limited liability company, followed by the name of the state of incorporation or formation, and must be signed on behalf of the corporation or limited liability company by an authorized officer, whose name and designation must be printed or typed under their signature.

18.7 A Bid by a person, who affixes to their signature the word "President", "Secretary", "Agent" or other designation without disclosing their principal, may be held to be the Bid of the individual signing. When requested, satisfactory evidence of the authority of the officer signing on behalf of a corporation or other entity shall be required.

18.8 The Contractor shall complete all information required on EACH copy of the Bid Forms in order for the Bid to be valid.

19.0 AWARD OF CONTRACT

19.1 The Borough of Fairview reserves the right to waive any informality in Bids received or reject any and all Bids when it is in the interest of the Borough of Fairview to do so.

19.2 The Contract will be awarded to the lowest responsible single Bidder as established by the Base Bid(s) plus alternate and/or separate Bids accepted by the Borough of Fairview.

19.3 The low Bid will be acted upon within thirty (30) days after the date of the opening of Bids. In the event the Contract is not awarded within thirty (30) days after the opening of Bids, the Borough of Fairview may request an extension of time from the lowest responsible Bidder**.** Should the low Bidder refuse the extension, the Borough of Fairview shall reject the low Bid and shall have the option of either rejecting all Bids or requesting that the next lowest responsible Bidder grant an extension so as to allow the award of a Contract to said Bidder.

20.0 AGREEMENT

20.1 The "Contract Form" prepared by the office of the Borough of Fairview is hereby made a part of this specification, bound herein or not.

20.2 Copies of same may be inspected at the Borough of Fairview.

20.3 The aforementioned Form is intended to indicate substantially the terms of the Agreement. However, the Borough of Fairview reserves the right to modify and/or provide additional provisions as may be necessary to fully protect its interests.

21.0 NOTICE OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

21.1 The Form of "Performance, Payment and Maintenance Bond," which has been prepared by the office of the Borough of Fairview and is substantially in the form set forth in N.J.S.A. 2A:44-147, is made a part of their specifications, bound herein or not.

21.2 Copies of same may be inspected at the Borough of Fairview.

21.3 The successful Bidder shall furnish the required bond in the form prepared by Borough of Fairview.

21.4 The Contractor shall be entitled to reimbursement for monies expended for the Bonds upon submission of its first Certificate of Payment. Reimbursement will be based on the appropriate bid items.

22.0 GUARANTEE

22.1 All Contractors shall guarantee their labor and all materials for a period of two (2) years from date of Substantial Completion, unless otherwise specified in writing and approved by the Borough of Fairview.

23.0 LAWS, ORDINANCES, CODES AND REGULATIONS

23.1 All "work" to be provided for this project shall conform to the following and subsequent revisions thereto:

A. The State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.); and the Uniform Construction Code and all applicable Subcodes thereof.

B. All applicable published communications by the Department of Community Affairs (DCA) including but not limited to the following:

1. DCA Interpretations

2. DCA Formal Technical Opinions

3. DCA Bulletins

4. Related Regulations

5. Miscellaneous

C. The Americans with Disabilities Act of 1990.

D. NJDOT Standard Specifications and details except as outlined otherwise.

23.2 The Specifications make reference to certain laws, ordinances, codes and regulations, whether they be by Federal, State, County and/or Municipal Governments. This is done to alert those involved with the Project of unique requirements that pertain to building construction work for the Borough of Fairview. This is not intended as a limitation of the Contractor's responsibility to comply with any and all other Federal, State and Local building codes and ordinances that relate to this project.

24.0 INFORMATION NOT GUARANTEED

24.1 All information given on the drawing, or in the Contract Documents, relative to

borings and materials encountered, ground water, subsurface conditions, and existing pipes and other structures is from the best sources at present available to the Owner. All such information and the drawings of existing construction are furnished only for the convenience of bidders.

24.2 It is understood and agreed that the Owner does not warrant or guarantee that the materials, conditions, and pipes or other structures encountered during construction will be the same as those indicated or by the information given on the drawings. The bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and the work to be done.

24.3 It is understood and agreed that the bidder or the Contractor will not use any of the information made available to them, or obtain in any examination made by them, any manner as a basis or ground for claim or demand of any nature against the Owner or the Engineer arising from or by reason or any variance which may exist between the information offered and the actual materials or structure encountered during the construction work.

25.0 ERRORS IN BID

25.1 In the event there is a discrepancy between the unit prices and the extended totals the unit price shall govern. In the event there is a discrepancy between prices written in words and written in figures, the prices written in words shall govern. In case of obvious error in the bidders extended summation, the computed total of the Engineer shall govern. If an error in any bid item is obvious, and is corroborated by extensions or additions, the Owner may make the appropriate correction and accept the bid.

26.0 INTENT OF CONTRACT DOCUMENTS

26.1 The intent of the Contract documents is to obtain a complete job, satisfactory to the Owner and the Engineer. It shall be understood that the bidder is cognizant of the full requirements of the Contract and has based the Proposal upon such understanding. Compensation for all Work and materials required to complete the Contract shall be considered included in the price bid in the Proposal

27.0 QUALIFICATION OF BIDDER

27.1 The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified and/or financially capable to carry out the obligations of the contract and to complete the work contemplated therein within the time limit stipulated. Conditional bids will not be accepted.

27.2 A bidder shall be deemed technically competent if they has satisfactorily performed a minimum of three (3) projects of a similar type and magnitude in this state. A bidder shall be considered financially qualified if a consent of Surety has been furnished by an acceptable surety company and there is sufficient net worth

available for the initial 30 days of construction activity.

28.0 WITHDRAWAL OF BIDS

28.1 Upon proper request and identification a bidder may withdraw their bid prior to the scheduled time for the opening thereof. However, no bid may be withdrawn after the first bid has been opened and thereafter not for a period of 60 days after the date of the opening thereof.

29.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

29.1 The successful bidder upon their failure or refusal to execute and deliver the Contract and Contract Bond required within 5 days after notice has been received of the acceptance of the bid shall forfeit to the Owner as liquidated damages for such failure or refusal the security deposited with the bid.

30.0 POWER OF ATTORNEY

30.1 Attorneys-in fact who sign Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

31.0 EXCEPTIONS

31.1 Any exceptions to specifications' must be clearly specified, and described. The Owner reserves the right to reject any bid where exceptions are found to be non waivable by the Owner

32.0 SUBCONTRACTORS

32.1 As required by 40A:11-16, each bidder must submit, on the form provided, the name or names of all Sub-Contractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and Ornamental iron work.

32.2 Further, each bidder must indicate on said form whether separate performance security is being provided by each Sub-Contractor, or whether overall performance security is being provided by the bidder on behalf of themself and any or all Sub-Contractors. A separate Consent of Surety must be provided for any Sub-Contractor that will be providing a separate performance guarantee.

33.0 FORFEITURE OF DEPOSIT IN CERTAIN CASES.

33.1 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 (40A: 11-34).

34.0 PENALTIES FOR FALSE STATEMENTS

34.1 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 no more than $1,000.00, and shall be permanently disqualified from bidding all public work or contracts of the contracting unit which submitted the questionnaire; or in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co partnership, association or corporation, by such fine or by imprisonment, not exceeding-6 months, or both (40A: 11-34).

GENERAL CONDITIONS

1.0 DEFINITIONS

The term "Contract Documents" shall mean and consist of the Advertisement, Information for Bidders, Proposals, Bidder's Affidavit, Bid Bond, Surety Guarantee, executed Contract, Contract Bonds, General Conditions, General Specifications, Detailed Specifications, Contract Items, Contract Drawings and all addenda thereto and modifications thereof incorporated in the Documents before execution of the Contract.

The term "Owner" shall mean the Borough of Fairview or its duly authorized representative.

The term "Engineer" shall mean Neglia Group, 34 Park Avenue, Lyndhurst, NJ.

The Term "Contractor" shall mean the party or parties contracting with the Owner to perform a branch of the work herein specified or to the legal representative of such party or parties.

The term "Sub-Contractor" shall mean the party or parties having a contract or agreement with the Contractor to supply labor and materials, or only labor, for work at the site of the Project.

The term "Contract Bonds" shall mean the bonds furnished by the Contractor, on the forms provided herein, as security for the faithful performance of their Contract and security for the payment of all persons performing labor or furnishing materials in connection therewith.
The term "Surety" shall mean the person, persons, or corporate body which is bound with and for the Contractor, and which binds itself or themself for the payment of all debts pertaining to, and for the acceptable performance of, the work for which they have contracted, as more particularly set forth in the Contract Bonds.

The term "Project" shall mean the entire work to be performed under the Contract.

The term "work" shall mean all plant, labor, materials and supplies (including their transportation to or from the site of the Project by employees of the Contractor or their subcontractors), structures or parts thereof on which work is underway or completed, equipment, rentals, insurance, Contract Bonds, and other facilities and things agreed to be furnished and done by the Contractor, and necessary and proper for or incidental to the carrying out and completion of the terms of this Contract, including all shop and field tests of equipment and structures, operating tests and maintenance for two year.

The term "extra work" shall mean work authorized by the Owner which, by their written direction, involves changes in, or additions to, the work required under the Contract at the time of its execution.

The term "drawings" shall mean the Contract Drawings, all details or working drawings furnished by the Engineer pertinent or supplemental thereto, and such supplemental detail drawings as the Contract Documents may require the Contractor to furnish, when such drawings have been duly approved.

The term "specifications" shall mean the General Specifications, Detailed Specifications, specifications contained in the Contract Items or shown on the drawings, and standard specifications referred to herein.

The term “provide” and/or “furnish” shall mean to supply, deliver, place, install, connect, and make ready for use or for the purpose intended.

The term “completion” shall mean the full and exact compliance and conformance with the provisions and requirements expressed and implied by the drawings, specifications, and Contract Documents.

The term “material” (or “materials”) shall mean all the things of any kind, nature, and class as may be specified which become a part of or are used in the construction of the work, together with all manufactured or prepared materials, articles, equipment, accessories, appliances, appurtenances, supplies and parts used therein or placed thereon.

The term “structures” shall mean the inlets of all kinds, manholes of all kinds, pipes and other facilities, and other works which are to be built under this Contract or which may be encountered in the work and which are not otherwise classified herein.

The term “site” shall mean the area or areas, which is the location for the performance of the work.

When referring to the work or its performance, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, and others of like import, shall imply the direction, requirement, permission, order, designation or prescription of the Engineer; and ‘approved”, “acceptable”, “satisfactory”, “in the judgment of”, and words of like import shall mean approved by or acceptable to or satisfactory to the Engineer. Wherever in the specifications the words “detailed”, “noted”, “shown”, or words of like import are used, it shall be understood that these words mean as detailed, noted, or shown on the drawings; and where the word “specified” is used, it shall be understood to mean as specified herein.

Whenever any article of equipment or material is specified by reference to the name of a manufacturer or dealer without the use of the terms “equal to”, or “approved equal”, the intent is to specify that equipment or material shall be the basis for the bid submitted in the proposal.

2.0 HEADINGS

The headings of the articles herein are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation,

3.0 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents shall be signed by the Contractor within five (5) business days of the award of the Contract unless an extension of time is agreed to in writing by both parties. The Owner will then execute the Contract.

The Contract Documents are complementary, and what is called for by one shall be binding as if called for by all, The work herein described and/or shown on the drawings shall be complete in every detail notwithstanding that every item necessarily involved is or is not particularly mentioned or shown, and the Contractor will be held to provide all labor, materials, equipment and incidental accessories necessary for the entire completion of the work intended to be described or shown in finished form, tested and ready for operation, and shall not avail themself of any manifestly unintentional error or omission, should such exist.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion.

If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder.

4.0 CONTRACT SECURITY

Simultaneously with their delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner in triplicate executed Contract Bonds in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of their Contract, and in the amount of one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the forms provided herein and having as security thereon such Surety or Sureties as are acceptable to the Owner, are authorized to transact business within this State, and have at least an A - minus rating from A.M. Best & Company. The bonds shall be purchased through a surety company having a local agent upon whom service of process can be made. The bonds shall assure the Owner coverage for a two-year maintenance period subsequent to completion of work. Surety companies to be listed on Dept. Circular 570.

If, at any time after execution and approval of this Contract and the Bonds required by the Contract Documents, the Owner shall deem any of the Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice so to do, furnish new or additional bonds, in forms, sums and signed by such Sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bonds shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

5.0 BREAKDOWN STATEMENT OF LUMP SUM BIDS

Simultaneously with their delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner in triplicate copies of a breakdown statement of their lump sums bid in the Proposal, in such detail and form as will be acceptable to the Engineer, for use in preparing the monthly estimates. The breakdown shall show the delivered price of material and the allowance for installation, which may be enumerated in any monthly estimate for payment as provided hereinunder; and shall be so made as to facilitate the preparation of monthly estimates.

6.0 OBLIGATION OF CONTRACTOR

The Contractor shall, under the bid prices, furnish all labor, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and any and all other means of construction necessary or proper for performing and completing the work; restore to their original condition all surfaces disturbed; do all work and pay all costs of cutting, fitting, patching, protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface and overhead structures, and all other property, including the work of other contractors, and pipe, structures, and appurtenances, public or private in the vicinity of the work; bear all costs of insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work, except as herein provided; take all risks of whatever nature; indemnify the Owner for all claims, as herein provided; conform to all federal, state, county, or municipal legislation and requirements: undertake all cutting, fitting, or patching of their work required to bring it into conformity with the Contract Documents; leave intact the work of adjoining contractors, unless otherwise ordered; perform and complete the work, including all operating tests, to the satisfaction of the Engineer, and in the manner best calculated to promote rapid construction and consistent with safety of life and property, and in strict accordance with the Contract Documents; protect the work during construction; clean up the work during and after construction; and maintain it until final acceptance and as provided hereinafter under "Maintenance."

The Contractor will supervise and direct the work efficiently and with the best skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. It is understood that neither the Owner nor the Engineer are responsible for the adequacy of construction methods or for the safety of Contractor's personnel.

Neither the action nor inaction of the Owner or the Engineer shall make them liable for injury or damage resulting from inadequate or improper construction methods. The Contractor shall indemnify the Owner and the Engineer from any action by their personnel or by others, as a result of injury or damage any Engineer defense for any such action at their own expense.

It is intended that the unit prices and lump sum bids include all the work to be done which will result in a complete installation of first class workmanship and material ready for operation, and that any appurtenance, accessory, or work allied to any particular item of work and necessary for its proper operation or completion will be furnished and installed under the unit prices and lump sums or lump sum bid under this Contract.

7.0 PRECONSTRUCTION MEETING

Prior to the start of work, a pre-construction meeting shall be scheduled between the Contractor, Engineer, and construction inspectors, and representatives of the Borough of Fairview.

8.0 START AND COMPLETION OF WORK

The Contractor shall commence work within seven (7) days from the date of a written notice from the Owner to commence work, and shall continue without interruption until work is completed, except as provided herein. The sequence of work shall conform to the construction program submitted by the Contractor and approved by the Engineer,

provided however, that said schedule may be modified from time to time as directed or approved by the Engineer.

Modification of the schedule or sequence of construction by the Engineer shall not entitle the Contractor to extra compensation other than mobilization and demobilization costs, and only if such costs are in excess of normally anticipated costs as determined by the Engineer.

The Contractor shall complete the work in all respect, except for maintenance, within the number of consecutive calendar days or specific deadline stipulated in the Contract following the service of notice from the Owner to commence work.

9.0 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor (i) shall purchase from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, and shall carry, the insurance described in subparagraphs A through D below, in the minimum limits shown, for the purpose of protecting the Contractor and, under the insurance described in subparagraphs B through D below, its Additional Insureds, including the Owner (Borough of Fairview),the Engineer (Neglia Group) each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from claims (including claims for damages for bodily injury, including accidental or wrongful death, as well as claims for property damage) which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; (ii) shall obtain and deliver to the Owner the Certificates of Insurance required by subparagraph E below; (iii) shall also ensure that all of its Subcontractors carry the coverages described in subparagraphs A through E below, in the minimum limits shown, it being understood, however, that a Subcontractor shall be excused from carrying any of such insurance only if such Subcontractor is named an Additional Insured under the Contractor's policy or policies; and (iv) shall obtain and deliver to the Owner copies of Certificates of Insurance from all such Subcontractors confirming the existence of their required insurance coverage:

(A) Worker's Compensation Insurance

The Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of The State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employers' Liability, such coverage will be unlimited as respects employees subject to the New Jersey Workers' Compensation Law, and not less than $1,000,000 for other employments or exposures.

(B) Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of Standard ISO (Insurance Services Office) Form CG0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage under the Commercial General Liability Insurance policy may not be restricted by any endorsement attached thereto. The policy limits shall not be less than:

$1,000,000	Each Occurrence.
$ 100,000	Fire Legal Liability.
$1,000,000	Personal and Advertising Injury Liability.
$2,000,000	General Aggregate**.
$2,000,000	Completed Operations/Products Liability/Aggregate.

** The General Aggregate shall apply separately for each project or location of the Contractor.

The Owner (Borough of Fairview), the Engineer (Neglia Group) and each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, will (through the use of ISO Endorsement Form CG 20 10 07 04, Additional Insured - Owners, Lessees or Contractors) all be named as Additional Insureds under the Contractor's policy

(C) **Business Auto Liability Insurance**

The Contractor shall carry Business Auto Liability Insurance coverage under the latest version of Standard ISO Form CA0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage shall be provided for **either** Symbol 1 ("Any Auto") **or** Symbol 7 ('All Scheduled Vehicles') **plus** Symbol 8 ('Hired Vehicles') **plus** Symbol 9 ('Non-Owned Vehicles'). This coverage shall be not less than $1,000,000 Each Occurrence; and the Owner, the Engineer and each of the municipalities in which the on-site work is to be performed, as well as their respective agents, officers and employees, shall be named as Additional Insureds.

(D) **Umbrella Liability Insurance**

For a Contract for **more than $250,000**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $5,000,000** Each Occurrence and Annual Aggregate.

For a Contract for **$250,000 or less**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than $1,000,000** Each Occurrence and Annual Aggregate.

No such Umbrella Liability Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.

Any such Umbrella Liability Insurance policy shall contain a clause stating that, in the event the primary coverage is impaired or exhausted, such policy shall take effect (drop down) and act as primary coverage until the exhaustion of its limits.

(E) **Certificates of Insurance: If the Contractor has submitted a Consent of Insurance as part of their submission, then in that event, after the Bid of the Contractor has been accepted by the Owner, but simultaneously with the Contractor's entry into a Contract with the Owner, the Contractor shall obtain from its insurer(s) and deliver to the Owner copies of Certificate[s] of insurance (i) confirming that all of the above-described coverage is in full force and effect, (ii) stating the limits of liability and the expiration dates of each policy and type of coverage, (iii) listing all required Additional Insureds,**

and (iv) stating that the Owner will receive not less than 30 days' advance written notice of either a cancellation of any coverage prior to the expiration date of any policy or any non-renewal (as of the expiration date of any policy) of any insurance coverage. Renewal Certificates covering the renewals of all policies expiring during the life of the Contract shall be filed with the Owner not less than 10 days before the expiration of all such policies.

The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

10.0 CONSTRUCTION PROGRAM

Following award of their Contract, the Contractor shall attend a Project conference arranged by the Owner which will include representatives of the Owner, the Engineer, and all other contractors doing work on or about the site.

Within 5 days after notice to proceed with the work, the Contractor shall prepare and submit for approval six copies of a detailed chronological construction program or work progress schedule, setting forth clearly each stage including approximate delivery dates of materials, and the time allowed for the installation of materials, in order to complete all the work fully within the time fixed herein, and, if required, shall revise and resubmit the program until it is approved. Confirmed delivery dates for materials shall be furnished as soon as practicable after the submission of the construction program.

The Critical Path Method will be permissible in preparation of the construction program, which must be adjusted and updated through a monthly narrative submission.

The Contractor, within 7 days after being notified of an unsatisfactory program, shall resubmit a revised program for approval. If, subsequent to the initial approval, unforeseen circumstances necessitate a modification of the approved construction program, as determined by the Engineer, the Contractor, within 7 days after such notification, shall submit a revised program for approval.

The Contractor shall adhere to such program, and, if necessary to do so, shall supply, without increased cost to the Owner, additional labor and/or additional shifts of labor and overtime, and procure materials and equipment more promptly.

The Engineer shall have the right to order the Contractor to execute the work simultaneously at and from as many different points or parts as the Engineer may deem necessary to assure completion within the Contract time, or to assure minimum interference with the public. Failure to comply with any such work order shall constitute a breach hereof.

The Contractor shall also submit, with such construction program, their plans for plant and their specifications covering methods of construction and of handling materials which the contractor proposes to use in the performance of work. Approval, however, of any proposed plans of plant and such specifications shall not be deemed to relieve the Contractor of any liability or responsibility placed upon them by this Contract or by law.

11.0 LIST OF MANUFACTURERS

Within 20 days after notice to proceed with the work, and prior to submission of any shop drawings or printed matter for approval, the Contractor shall submit to the Engineer for approval a complete list of the manufacturers of all equipment and materials proposed for the work. No approvals will be rendered on any submissions of the Contractor before the complete list of manufacturers has been approved.

12.0 ACCEPTANCE OF DRAWINGS AND SPECIFICATIONS

The Contractor admits and agrees that they are satisfied with the drawings and specifications and agrees that at no time will dispute or complain that there was any misunderstanding or any error in regard to the amount, quantities, materials to be furnished, and of the work to be done under this Contract, or in regard to the amount of compensation to be paid therefore; and the Contractor further covenants and agrees to completely execute and perform the Contract and to fully complete the said work or improvements to the satisfaction of the Owner and to strictly comply with these drawings and specifications and not to ask or demand, sue for or recover any further or extra compensation beyond the Contract price. The Contractor also further covenants and agrees that the Owner may accept any alternate listed at the time of submitting their proposal for the price set therein during the life of the Contract. It is intended that all said prices shall be the sole and only compensation to the contractor for the full and complete performance of this contract, and the full completion of said Contact or improvement. It is also understood and agreed that the price to be paid includes payment for all labor, materials, tools, equipment and permits therefor.

The Contractor accepts the drawings and specifications as complete and accurate and agrees that there is no conflict therein with permissible trade practices or methods. Any objections to the drawings and specifications that the Contractor may have must be called to the Engineer’s attention and the matter resolved before the Contractor submits a

Proposal.

The Contractor agrees that should there be conflicts or objections not called to the Engineer's attention and written decision rendered by the Engineer before signing the Contract the Engineer's decision with regard to such conflict or objection shall be final and binding on the Contractor and shall not be subject to arbitration.

13.0 OMISSION OF DETAILS IN DRAWINGS AND SPECIFICATIONS

All work called for in the specifications applicable to each separate Contract, but not shown on the drawings in their present form, or vice versa, and work not specified in either the drawings or in the specifications, but involved in carrying out their intent, or in the complete and proper execution of the work, shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only the best material and workmanship is to be used; and interpretation of these specifications shall be made upon that basis.

14.0 CONFLICTS ON DRAWINGS AND SPECIFICATIONS

In case of any conflict or inconsistency between the drawings and specifications, the matter shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor as if same were specifically set forth in the Contract, and unless the Contractor shall have asked for and obtained a decision in writing from the Engineer before submitting their Proposal as to what shall govern, the Contractor shall be deemed to have estimated on the more expensive way of doing the work.

Any discrepancy between the figures on drawings shall be submitted by the Contractor to the Engineer, whose decisions thereon shall be conclusive and final.

When any detail of construction is not fully understood by the Contractor, an application shall be made to the Engineer for such additional instructions as may be necessary and the Engineer's decision shall be final. In no case shall the Contractor proceed without such instructions.

Should anything be omitted from the drawings or specifications which is necessary to a clear understanding of the work, or should any errors appear either in any of the drawings furnished or in the work done by other contractors affecting the work included under this Contract, the Contractor shall promptly notify the Engineer of such omission or errors and in event of the Contractor's failure to do so, they shall make good any damages to or defect in their work caused thereby. The Contractor will not be allowed to take advantage of any error or omission on the drawings, as full instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Errors in the specifications and/or drawings which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Engineer for interpretation.

The Contractor is required to check all dimensions and quantities on the drawings or schedules given by the Engineer, and shall notify the Engineer of all errors therein which may be discovered by such examination and checking. The Contractor will not be allowed any extra payment for work alleged to be due to any error or omission in these specifications, nor in the drawings or schedules, as full directions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

Figured dimensions on drawings shall take precedence over measurement by scale and detailed working drawings shall take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

15.0 DRAWINGS, DIAGRAMMATIC REPRESENTATION

Where drawings are shown in diagrammatic form they are intended to convey scope of work and to indicate general arrangement of equipment.

Locations of all items, shown on drawings or called for in specifications that are not definitely fixed by dimensions are approximate only. Exact locations necessary to secure the best conditions and results shall be submitted to the Engineer for approval before installation.

When directed by the Engineer, reasonable modifications in layout shall be made as required to prevent conflict with work of other trades' or for proper execution of work, without additional cost to the Owner.

16.0 STANDARD SPECIFICATIONS AND ABBREVIATION

Where reference is made in the Contract Documents to the standard specifications of any technical society, Federal Specification Board, or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids and such specifications are made part hereof to the extent which is indicated.

The following abbreviations are used throughout the specifications to refer to organizations publishing specifications that are widely accepted as standards:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AHDGA	-	American Hot Dip Galvanizing Association
AIEE	-	American Institute of Electrical Engineers
AlSO	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
AMCA	-	Air Moving and Conditioning Association
ANSI	-	American National Standards Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials

AWPA	-	American Wood Preservers' Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
F.S.	-	Federal Specifications
IBR	-	Institute of Boiler and Radiator Manufacturers
IEEE	-	Institute of Electrical and Electronic Engineers
IPCEA	-	Insulated Power Cable Engineers Association
NBFU	-	National Board of Fire Underwriters (American Insurance Association)
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturer's Association
SBI	-	Steel Boiler Institute
SSPC	-	Steel Structures Painting Council
UL	-	Underwriters Laboratories, Inc.

17.0 DATUM

The figures given in the Contract and specifications or upon the Contract Drawings after the word "elevation" or an abbreviation of it, are based on an assumed datum..

18.0 DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTOR

The Contractor will be furnished with two white prints on paper, of each of the numbered drawings and a title sheet, and two sets of specifications and a disk containing the documents in PDF format. Additional prints and specifications will be furnished the Contractor upon application, at cost of reproduction.

Where a revision of a drawing becomes necessary, four copies of only the revised drawing will be furnished to the Contractor for inclusion with the previously issued drawings.

Supplementary drawings will be issued by the Engineer to the Contractor from time to time, where the Contract Drawings require supplementing, to explain the work more fully or to show changes which have been ordered by the Owner. Two white prints on paper, of each supplementary drawing will be furnished to the Contractor. These supplementary drawings shall have the same force and effect as any other Contract Documents

The Contractor shall keep one (1) copy of all drawings and specifications including the latest revised drawings and supplementary drawings, at the job site, in good legible condition, available to the Engineer and to their representatives.

19.0 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings, specifications and copies thereof furnished by the Engineer, are their property. They are not to be used on any other work, and with the exception of the signed Contract sets are to be returned to the Engineer on request or at the completion of the work.

20.0 ENGINEERING REPRESENTATION

During the life of the Contract, there will be representation by the Engineer and their authorized agents who will define the meaning and intent of the drawings and

specifications, pass upon materials and workmanship, and determine that the work is proceeding in accordance with the Contract Documents. The Engineer may reject such work as in their opinion is not in accordance with the drawings and specifications.

The Engineer's representation is for the purpose of assuring that the work described by the drawings and specifications is being properly executed. If an Engineer's field representative is employed they shall act as the Engineer's agent, serve as liaison between the Engineer and the Contractor generally through the Contractor's field superintendent, conduct on-site observations and keep records of the work in progress, give assistance in interpreting the drawings and specifications, transmit orders by the Engineer to the Contractor, review applications by the Contractor for payment, conduct final inspection of the work in the company of the Engineer and the Owner and perform other field representative duties as required.

Neither the Engineer, their field representative, or other authorized agents shall authorize any deviation from the Contract Documents without the knowledge and consent of the Owner, nor undertake any of the responsibilities of the Contractor, their subcontractors, or their field superintendent, nor expedite or superintend the Contractor's work, nor advise on or issue directions relative to any aspect of construction technique or method unless such technique or method is called for in the drawings and specifications.

The Engineer and their authorized agents shall have authority to stop the work of the Contractor whenever such stoppage is necessary to insure compliance with the Contract Documents.

The Engineer shall judge as to what constitutes a reasonable notice, and whether or not workmanship or materials incorporated in the work meet the standards and intent of the drawings and specifications, or of the kind of quality of materials that must be submitted to the Engineer for approval. their decision as to these questions must be accepted as final.

21.0 INSPECTION

The Engineer or their authorized agents will inspect materials furnished and the work done under this Contract, and they are also hereby authorized and empowered to reject and refuse all work; materials and equipment, and the method of application of any part thereof, under or in fulfillment of this Contract, that does not comply in kind, quality, quantity, time, place or performance, with the specifications and the drawings. The inspection, approval or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this Contract and prior to the final payment should said work or materials be found to be defective or not in accordance with the requirements of the drawings and specifications.

Inspection, test, or acceptance of any materials prior to shipment shall not be deemed as a final acceptance of the materials. The Engineer may inspect or require tests or analyses of any portion of the materials at any time, after delivery at the site of work, either before or after installation, and any material which is found to be defective or which does not otherwise conform to the requirements of the specifications shall be rejected and removed forthwith from the site of the work, as provided in the Contract.

The Contractor will be required to pay for all costs of engineering field work and inspection which is:

(A) Performed on Saturdays, Sundays, or legal holidays, and which is made necessary by the Contractor's operations on such days and

(B) Performed between the completion date specified and the actual completion of the Contract, regardless of whether or not an extension of time may be approved.

22.0 ACCESS TO WORK

Agents, authorized representatives, and employees of participating Federal Agencies, the State, the Owner, and the Engineer, shall for any purpose have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor, including ladders and scaffolds. Other parties who may enter into contracts with the Owner for doing work within the territory covered by this Contract, shall, for all purposes which may be required by their contracts, be accorded the rights of access to the site of those parts of the work for which they are under contract.

Furthermore, the said agencies, the Owner, the Engineer, and their inspectors and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for use under this Contract and the Contractor shall provide full facilities for determining that all such materials are being made strictly in accordance with the specifications and drawings. Records of payrolls, personnel, invoices, bills of lading and other relevant data shall also be made available by the Contractor for inspection upon request.

23.0 PERSONAL LIABILITY

In carrying out the provisions of this Contract or in exercising any power or authority granted them by their position there shall be no liability upon the appointed officials, the Engineer or their authorized representatives or assistants, either personally or as officials of the Owner, it being understood that in such matters they act as agents and representatives of the Owner.

24.0 TESTING OF MATERIALS

If the Engineer so requires, either prior to, beginning, or during the progress of the work, the Contractor shall submit samples of materials for such special tests and analyses as may be necessary to demonstrate that they conform to the specifications. The Owner will select and pay for testing laboratories to perform tests and analyses on concrete aggregates, mixed and placed concrete and similar materials. Such samples shall be furnished, taken, stored, packed, and shipped as directed at the expense of the Contractor.

The Contractor shall submit data and samples, or place their orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials and equipment are necessary for incorporation in the work. Any delays resulting from their failure so to do shall not be used as a basis of a claim against the Owner or the Engineer.

If the Engineer orders sampling and analyses or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the specifications, the Owner will bear the costs of tests and analyses if material is found to be sound and conforming to the specifications; if found defective or not conforming to the specifications, the Contractor shall bear all of the costs.

25.0 CERTIFICATES OF MANUFACTURERS

For pipe, cement, steel reinforcement, paint and similar materials which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer certified records of physical, chemical, and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the specifications. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced, may at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

26.0 DEFECTIVE WORK OR MATERIALS

The inspection of the work by the Engineer shall not relieve the Contractor of any of their obligations to fulfill their Contract as herein prescribed and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the Engineer and accepted or estimated for payment.

If at any time before the final acceptance of the work, materials or workmanship should be discovered, which do not comply with the specifications and drawings, they shall be immediately removed by the Contractor when notified to do so by written notice from the Engineer and shall be replaced at the Contractor's expense. Any work condemned by the Engineer as unsuitable or improperly done shall be removed and repaired, or otherwise remedied, as the Engineer may direct.

Any material condemned by the Engineer shall be removed from the site of the work within two days if and after notice to that effect is given.

Should defective work be suspected and the Engineer so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining at such points as said Engineer designates.

Should the work thus exposed or examined prove satisfactory, the uncovering, taking down or making openings in and replacing of the covering or the making good of the parts removed shall be paid for in accordance with the contract unit prices and/or as provided hereinafter under "Extra Work and Changes in the Work", for the items involved; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor. However in no event shall the Owner pay for any costs of uncovering and covering work where the Contractor has covered the work without its being inspected by the Owner or the Engineer.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within 10 days after the service by the Engineer of a written order to replace such defective work or discard such materials, or to prove to the satisfaction of the Owner that the Contractor is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the moneys as are or may become due under this Contract, or if such moneys are not sufficient to meet said expense the additional moneys shall be furnished by the Contractor or their Surety. If during the maintenance period provided for

hereinafter, any work done in accordance with that article shall be found defective before the end of the maintenance period, such defective work shall be made good in the same manner as provided herein. The Owner will have the option at all times to allow the defective or improper work to stand and to accept an equitable deduction from the Contract Price therefor.

27.0 WEIGHING AND MEASURING

Whenever requested by the Engineer, the Contractor shall provide personnel and all required weighing and measuring devices for determining the quantity of materials. For estimating quantities in which the computation of areas by geometric methods would, in the opinion of the Engineer, be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adaptable to the measurements of such areas.

28.0 DRAWING AND PRINTED MATTER FURNISHED BY THE CONTRACTOR

After approval of the list of manufacturers, the Contractor shall submit for approval, working drawings and shop drawings and descriptions of all materials and equipment which the Contractor is to furnish such as steel reinforcement, structural details, layout and support of sheeting and bracing, wiring, and details of supporting and relocating utilities or other adjacent structures, if it is intended to deviate from the details shown or if the details are not shown. The Contractor, on approval of the Engineer, may submit manufacturers' literature as a substitute, or supplement to, the shop drawings. The minimum size for any submission shall be 8 1/2 inches by 11 inches. All drawings and printed matter submitted shall clearly indicate the section of the Contract items to which they correspond (e.g. G 2.08). Erection drawings may also be required.

Drawings or printed matter shall give all dimensions and sizes to enable the Engineer to consider the suitability of the material or layout for the purpose intended. The working drawings shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of materials and the kind of machine work and finish required. Drawings for submission shall be coordinated by the Contractor with the drawings heretofore approved, and with the design and function of any equipment or structure. All measurements shall be field checked by the Contractor, who shall not rely on the contract drawings for any dimension that can be measured in the field.

Material shall not be purchased or fabricated for equipment or structures until the Engineer has reviewed the working drawings, which shall represent all materials and work involved in the construction. No materials or equipment shall be delivered to the site until working drawings have been reviewed.

Work shall not be done upon any part of a structure, the design or construction of which is dependent upon the design of equipment or other features, until a review has been made by the Engineer.

Six copies of drawings and printed matter shall be submitted to the Engineer for review. Upon review by The Engineer, the Contractor shall furnish the Engineer with four prints on paper of each approved drawing, and four copies of approved manufacturer's printed literature. Only drawings which have been checked and corrected by the material fabricator shall be submitted. The Contractor shall be responsible for the prompt

submission of all working drawings, so that there shall be no delay in the work due to the absence of such drawings.

All shop drawings submitted must bear the approval stamp of the Contractor as evidence that the drawings have been first checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in their letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been reviewed.

Where a shop drawing as submitted by the Contractor indicates a departure from the Contract, which the Engineer deems to be a minor adjustment, in the interest of the Owner not involving a change in Contract price or extension of time, the Engineer will review the drawing but such review implies the following:

"The modification shown on the attached drawing has been reviewed in the interest of the Owner to effect an improvement for the Project and is accepted with the understanding that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and bond or bonds."

Where additional working drawings are required, the Contractor shall submit same upon the request by the Engineer.

Any review or lack of same by the Engineer of such working drawings, manufacturer's literature or other data related to the work or material to be furnished for the Contract shall not be construed as in any way relieving the Contractor from their full responsibilities under the terms of the contract.

29.0 SUBSTITUTIONS

Wherever in the drawings and specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor subject to the limitations set forth herein below. Determination of equality shall be based upon, but not limited to, the following consideration: suitability for the purpose intended, and economy of operation and maintenance. Final decision of acceptability of the equipment or material proposed shall rest with the Engineer.

As a prerequisite for obtaining acceptance of substitute products after execution of the Contract, the Contractor must submit the following information to the Engineer in writing:

(A) Reasons for not using the product specified

(B) Proof that the Contractor has investigated the effect of the substitution on all work of other contractors directly or indirectly involved.

(C) Drawings, descriptions, illustrations, catalogs, records of tests and all other information essential for judging the quality, suitability, and durability of the substitute product.

(D) Proof of satisfactory use of the substitute product under similar operating conditions on other projects.

(E) Where cost alone is given as the reason for the proposed substitution, a statement of the amount of credit to be allowed the Owner for accepting the substitute product.

When specified equipment or material cannot be delivered to meet the construction schedule or if such equipment or material is no longer available, the Contractor shall submit a letter to such effect written by the manufacturer.

If, in the opinion of the Engineer, the test data submitted for a substitute product is insufficient for judging its quality or suitability, the Owner reserves the right to require testing of such product by a laboratory of their own choosing. The Contractor shall bear all costs of testing substitute products.

When substitute equipment or material requires redesign of structures, supports, partitions, piping, wiring, or ductwork shown on the contract drawings, such redesign, revised drawings and details shall be prepared by the Contractor at their own expense. All costs of incorporating such changes in their work and in the work of other contractors as well as the cost of services rendered by the Engineer in connection with same shall be borne by the Contractor.

The Engineer will accept any product which is equivalent to the product specified, after the above conditions are met.

30.0 PATENTS AND ROYALTIES

The Contractor shall indemnify and save harmless the Owner and their officers and agents, from all damages, judgment, claims and expenses arising from the infringement of any letters of patent, or patent right or because of any royalty, fee or license for the use, arrangement or operation of any tools, machinery, appliances, devices, materials, process or processes which may be used by the Contractor or furnished by them in fulfillment of the requirements of this Contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the Owner may retain out of moneys which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect themself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

31.0 DESIGN OF EQUIPMENT

All parts of the equipment furnished under the Contract shall be amply proportioned for all stresses that may occur during fabrication, shipment, erection, and intermittent or continuous operation. Identical parts shall be interchangeable.

The equipment to be furnished under the Contract shall be of an approved type, and the product of manufacturers who have successfully built equipment of the same size, capacity, and type for at least 5 years unless otherwise specified. The Contractor shall submit any information that the Engineer may consider necessary in order to determine

the ability of the manufacturer to produce the equipment as called for by the specifications.

Unless other specific requirements are noted under the Contract Items, the Contractor shall provide the services of an accredited representative of the manufacturer to supervise the installation, testing and placing of equipment in satisfactory operation. This representative shall also make final adjustments and shall instruct designated employees of the Owner in the proper operation and maintenance of the equipment.

The Contractor shall obtain from each manufacturer a warranty for equipment replacement and repair in the event of malfunction, which shall extend for two year from the date of "acceptance of the work".

The minimum manufacturing experience requirement is for five years, as specified herein. In other sections of the Contract Documents, manufacturers are required to "have regularly engaged in the manufacture and installation of comparable systems as identified in the specifications or within this document." In all such cases, consideration will be given to alternative equipment which does not meet the specified experience period if the equipment supplier or manufacturer provides a bond from acceptable surety, or a cash deposit, for the value of the equipment being supplied, plus installation costs, removal costs, overhead and profit. The bond or deposit shall be maintained for a period of time equal to the experience period specified and must be available as a guarantee for replacement within thirty days after declaration by the Engineer that the alternative equipment has failed to meet with specified requirements. All such alternative equipment must be submitted to the Engineer for review so as to assure that all technical requirements are met.

The manufacturer's nameplate, name or trademark shall be permanently affixed to all equipment and material furnished. Nameplate of subcontractor or distributor will not be acceptable.

The Contractor shall furnish and install identifying tags and nameplates on all equipment, valves, ducts, dampers, motors, heating and ventilating and electrical work, bearing name and number indicated on the drawings and the function. Unless otherwise specified, tags shall be Seton Name Plate Co. aluminum type with black enamel background and etched or engraved aluminum lettering, or laminated Bakelite or Lamicold.

Nameplates shall be secured with screws, or nuts and bolts where possible, or wired securely elsewhere. The Contractor shall furnish four copies of a list of all nameplates and their location.

32.0 GREASE FITTINGS AND LUBRICATION

The Contractor shall ensure that all grease fittings on each piece of equipment furnished under the Contract are standardized so that only the "Alemite" button-head type of fitting is utilized, except as otherwise specified or required. Fittings shall be standard or giant size according to the type of service performed.

The Contractor shall furnish and use, for each piece of equipment, the type of lubricant recommended by the manufacturer of the equipment. A schedule shall be furnished, in triplicate, listing the type, frequency of application, and manufacturer of the lubricant recommended for each piece of equipment. At the time of turning the installation over to the Owner, the Contractor shall furnish one year's supply of each type of lubricant in unopened containers.

33.0 SPARE PARTS, SERVICING TOOLS, MANUALS AND PARTS LISTS

Each piece of equipment shall be furnished with a dozen lot assortment of keys, bolts, nuts, lock washers and pins, in tagged sacks. Each piece of equipment having shear pins shall be furnished with two dozen shear pins of each size used, in tagged sacks. Each piece of equipment having leather or rubber washers shall be furnished with two extra washers of each size and material required.

The Contractor shall furnish, with each piece of equipment, the complete set of tools including three sets of spare bulbs and fuses normally furnished by the manufacturer for the servicing of the equipment.

Each major piece of equipment shall be furnished with the spare parts listed in the specifications for the equipment or, if no such list is provided, with the standard set of spare parts recommended by the manufacturer of the equipment. The recommended list of spare parts shall be submitted to the Engineer prior to the delivery of the equipment.

All spare parts shall be plainly tagged and marked for identification and ordering. They shall be treated with suitable preservatives, wrapped and packaged to provide adequate protection during storage.

The Contractor shall furnish and deliver to the Engineer, prior to the installation of any piece of equipment, three complete neatly bound sets of instruction books or trade literature for such equipment to enable the operator to understand the mechanism and its maintenance. Automatic control diagrams and complete numbered parts lists shall be supplied with the instruction books. The books shall contain clear and concise instruction for operation, adjustment, lubrication (including a lubrication chart) and maintenance of the equipment.

The Contractor shall furnish three sets of parts drawings of all equipment, including minor parts and sub-assemblies, in such detail as will permit disassembly and assembly of the equipment.

The list of all parts for the equipment, shall have the part or catalog number, name of actual manufacturer as well as supplier and other data necessary for ordering replacement parts. Part or catalog number shall be listed according to both supplier and actual manufacturer.

Such instructions and parts lists have been prepared for the specific equipment furnished and shall not refer to other sizes and types or models of similar equipment.

34.0 NOTICES TO CONTRACTOR

The residence or place of business given in the bid or proposal upon which this Contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed to, or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. The place name may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

35.0 RESPONSIBILITY OF CONTRACTOR

The Contractor shall take all responsibility of the work, shall bear all losses resulting on account of the amount or character of work, or from any unforeseen obstructions, encumbrances, or difficulties which may be encountered, or from the breaking of or leakage from any pipe, water mains or sewers, or because the nature of the land in or on which the work is done is different from what is assumed, or on account of the weather, floods or other causes, or from delayed deliveries of equipment required for any related or adjoining contract, or from damage or injury from any cause to property or persons used or employed on or in connection with the work; and the Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, and agents, from all claims of any kind arising from the performance of this Contract, except claims for injuries to or death of employees of the Owner, not due to negligence of the Contractor or of any subcontractor performing any portion of the work included in this Contract.

36.0 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall employ at the site of the work during the performance of any part thereof, a competent foreman or superintendent who shall be satisfactory to the Engineer and who shall have full authority to act for the Contractor, and all directions given such foreman or superintendent shall be as binding as if given to the Contractor.

37.0 COMPETENT WORKERS TO BE EMPLOYED

The Contractor shall employ only competent, skillful workers to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any worker on the work is, in their opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, the Contractor shall take whatever approved measures that may be deemed necessary to satisfy the Engineer.

38.0 CONCURRENT CONTRACTS AND OTHER CONTRACTORS

The right is reserved by the Owner to do work using other contractors and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Project, and the Contractor shall conduct their work and cooperate with such other parties so as to cause as little interference as possible with such other work, as the Engineer may direct.

It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the Owner on account of any work performed by other contractors, that in any way affects the work under this Contract. The Engineer shall decide all questions between the Contractor hereunder, and the other contractors, and the order of carrying on the work shall always be subject to their direction and approval.

When the territory of one contract is the necessary or convenient means of access for the transportation of men, materials, equipment or appliances for the execution of work by others, the privilege of access thereon or trespass thereon or any other reasonable privilege may be granted by the Engineer. Employees of the Contractor shall not enter upon adjoining property to underpin or protect adjoining structures or for any other purpose whatsoever except with the written permission of the owners or lessees as provided by law.

If, in the judgment of the Engineer, the joint occupation of the site of the work by the Owner or by two or more contractors working on different contracts at the same time, actually impedes progress in the work herein described, then upon the recommendation of the Engineer, the Owner may extend the time for the completion of the work in the amount which accords with and compensates for the delays so caused.

In case the Contractor, by their own acts or the acts of any person or persons in their employ, shall unnecessarily delay, in the opinion of the Engineer, the work of the Owner or other contractors, by not properly cooperating with them or by not affording them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, pay all cost and expenses incurred by such parties due to any such delays and the Contractor hereby authorizes the Owner to deduct the amount of such cost and expenses from any moneys due or to become due the Contractor under this Contract. The Engineer, subject to the approval of the Owner, shall decide the extent of such delay or delays, and the amount of such costs and expenses, and their decisions shall be binding upon all parties concerned. Nothing contained in this paragraph shall, however, relieve said Contractor from any liability or damage resulting to the Owner on account of such delay or delays.

Where the work of the Contractor adjoins other adjacent concurrent contracts, the Contractor doing the latest work is responsible for making all final connections to the work of other adjacent concurrent contracts, as directed by the Engineer.

39.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any other contractor on the work, Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if they will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings and, if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

40.0 SUBCONTRACTS

The Contractor shall, within thirty days after signing of the Contract, notify the Engineer in writing of the names of proposed subcontractors for principal parts of the work.

The Contractor shall not enter into contract with any subcontractor until the Owner's or Engineer's approval is received as to the firm's competence, experience, and financial capability. Subcontractors will be required to carry insurance equal to that of the prime contractor, or must be a named insured on all of the Contractors policies.

The Engineer shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts certified on their account.

The Contractor agrees that they are as fully responsible to the Owner for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them as the Contractor is for acts and omissions of persons directly employed by the Owner. The Contractor further agrees that the Contractor will bind their subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

41.0 RELATIONSHIP OF CONTRACTOR AND SUBCONTRACTORS

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract, the General Conditions, the drawings and specifications, and other Contract Documents as far as applicable to their work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Engineer.

The Contractor and the subcontractor agree that:

(A) In the matter of arbitration, their rights and obligations and all procedures shall be analogous to those set forth in this Contract.

(B) Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any subcontractor.

(C) All Contractors and subcontractors shall cooperate with each other and must conform to the directions of the Engineer, in order that all parts of the work may progress harmoniously and expeditiously.

(D) Each subcontractor must aid the others in as far as their services may be reasonably required. All Contractors will be required to make themselves familiar with the requirements of the drawings and specifications for the entire work.

(E) The Contractor on one branch of the work shall allow the subcontractor for other branches of the work free access to the project and grounds in order that they may execute their work properly and promptly.

(F) All subcontractors shall read the entire General Conditions and specifications and shall be held responsible for all items called for in them whether specifically mentioned under their particular headings or not.

IT IS UNDERSTOOD THAT THE ENGINEER WILL SUPPLY ALL INFORMATION TO CONTRACTORS ONLY AND NOT TO SUBCONTRACTORS. THE CONTRACTOR SHALL NOT ACCEPT THE STATEMENT OF ANY SUBCONTRACTOR THAT THE ENGINEER HAS APPROVED ANY SUBCONTRACTORS, THEIR WORK OR ANY OF THEIR DRAWINGS, AS THE ENGINEER WILL MAKE ALL SUCH APPROVALS TO THE CONTRACTOR IN WRITING.

42.0 ASSIGNMENTS

The Contractor or their thoroughly qualified and designated representatives shall give their personal attention constantly to the faithful prosecution of the work.

He shall not sell, transfer, assign or otherwise dispose of this Contract or any part thereof to any third party. The Contractor shall perform with their own organization and with the assistance of workmen under their immediate superintendence work amounting to not less than forty percent (40%) of the total price bid for the Project. Subject to the above provision and to the consent of the Owner, work may be is understood, however, that any consent of the Owner for the subletting of any of the work under the Contract in no way relieves the Contractor of their full obligations under the Contract. The consent to sublet any part of the work and the acceptance by the Owner of the surety bond shall not be construed to be an approval of the said subcontract or of any of its terms, but shall operate only as an approval of the making of a subcontract between the Contractor and subcontractor. The subcontractor shall look only to the Contractor for the payment of any

claims of any nature whatsoever arising out of the said Contract, and said subcontractor agrees, as a condition of the granting by the Owner of the consent to the making of said subcontract, that neither the subcontractor, their agents or employees shall make any claim whatsoever against the Owner for any work performed or thing done by reason of said subcontract. The Owner will not consent to the making of any subcontract unless the proposed subcontractor furnishes a statement to the effect that said subcontractor is acquainted with all the provisions of the Contract Documents and agrees thereto.

The Contractor shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract, unless by and with the written consent of the Owner, and such consent of approval, if given, will in no way relieve the Contractor from any of the obligations of said Contract.

Assignment of this Contract or any part thereof or of any funds to be received thereunder by the Contractor shall contain a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

If the Contractor shall, without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract in whole or in part of their right, title or interest therein, or any of the monies to become due under the Contract from any person, firm, or corporation, the Contract may at the option of the Owner, be revoked and annulled and the Owner thereupon is relieved and discharged from any and all liability and obligations growing out of same to the Contractor and to their assignee or transferee; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Owner in law or in equity by reason of any so-called assignment of this Contract or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the Owner.

43.0 SAVE OWNER HARMLESS

The Contractor shall, from time to time, as required by the Owner, furnish satisfactory evidence that all persons who have done work or furnished materials under this Contract, or have suffered damage on account of the Contractor's operations, have been fully paid or secured.

The Contractor shall indemnify and save harmless the Owner, its Engineer, officers, agents and servants and each and every one of them against and from all suits, and costs of every kind and description, including court costs and attorney's fees, and from all damages to which the Owner or any of its officers agents or servants may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act of omission on the part of the Contractor or their agents, employees or servants, whether or not caused by or contributed to by the Owner, Engineer, their agents, employees, or others; and they shall further indemnify and save harmless the Owner; its officers, agents, and servants from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or finished materials in or about the Project or by, or on account of, any claims or amount recovered from infringement of patent, trade-mark or

copyright. The cost thereof shall be included in the prices bid for the various parts of the work. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Owner may be retained by the Owner and held until such bids, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the Owner. It is understood and agreed, however, that the Owner hereby assumes no obligations toward such claimants, nor in any way undertakes to pay such claims out of any funds due or that may become due the Contractor, or out of its own funds.

44.0 LIABILITY OF CONTRACTOR IS ABSOLUTE

The liability of the Contractor hereunder for all injuries to persons or damages to property is absolute and is not dependent upon any question of negligence on their part or on the part of their agents, servants, or employees, and neither the approval of the Engineer of the methods of doing work nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor in case of any injury to persons or damages to property.

45.0 PERMITS

The Owner is responsible for obtaining Federal, State, County and municipal permits for completing the work, and for paying all fees required in connection with such permits.

Pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-126c, the Owner is exempt from the payment of any municipal fees or charges in order to secure construction permits (for the erection or alteration of any public building or part thereof) from the municipality wherein the building may be located. Likewise, the Owner is (under N.J.S.A. 52:27D-126c) exempt from fees imposed by any department or agency of State government in connection with the erection or alteration by the Borough of Fairview of any public building.

The Contractor shall obtain and pay for all blasting permits and other such permits and approvals required for the prosecution of the work under the Contract and required by law or regulation to be obtained by the Contractor. They shall pay all charges and expenses and shall furnish all bonds and insurance stipulated in the permits, and shall indemnify and save harmless the Owner from all claims for damages and any actions that may arise thereunder. Before the final acceptance of the work, and as a prerequisite to the release of the semi-final payment, the Contractor shall secure a written release from the authorities having jurisdiction over the lands occupied by them certifying to the satisfactory restoration of all pavements and other surfaces and the utility structures removed or safeguarded for the work.

46.0 LAWS AND ORDINANCES

The Contractor will be required to comply with all federal, state, county, and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, either with respect to hours or labor or otherwise, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the

same. If any discrepancy or inconsistency is discovered in the drawings, specifications, or Contract for this work in relation to any such law, ordinance, regulation, order, or decree, they shall forthwith report the same to the Engineer in writing. The Contractor shall at all times themself observe and comply with, all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Owner and their agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by themself or their employees.

The Contractor hereby agrees to comply with all said legal requirements and agrees that upon their failure to comply with the provisions thereof, this contract may be voidable at the option of the Owner.

47.0 STATE LABOR STANDARDS

The Contractor shall comply with all requirements of the labor laws of this State applicable to contracts for construction, alteration or repair of any public work.

In the event that any of the provisions contained herein or any other labor standards subsequently made applicable by passage of State Law during the life of this Contract differ from Federal Labor Standards in effect now or modified during the life of this Contract, then the more rigorous standards shall take precedence and prevail.

The Contractor and all their subcontractors shall keep accurate records showing the name, craft or trade, and actual hourly rate of work under the Contract and shall preserve said records for two years from date of payment. The records shall be open at all reasonable hours to the inspection of the Owner and the Commissioner of Labor or their duly authorized representatives. One copy of weekly payroll records shall be filed with the Owner as required by law.

In the event it is found that any workman employed by the Contractor or their subcontractors has been paid less than the prevailing wage listed therein for the class of work performed, the Owner may terminate the Contractor's or Subcontractors right to proceed within the work, or such part of the work as to which there has been a failure to pay required wages and to execute the work to completion or otherwise. The Contractor and their surety shall be liable to the Owner for any excess costs occasioned thereby.

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

The Contract will not be awarded to any contractor who has failed to pay prevailing wages, and no subcontractor will be approved who has failed to pay prevailing wages.

48.0 FEDERAL LABOR STANDARDS

Where federal funds are contributed to the project, and/or federal requirements must be met, the following shall apply:

(A) The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40

U.S.C. 276 (c) and any amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly Statements of Compliance. In case of subcontracts1 the Contractor shall cause appropriate provisions to be inserted on any subcontracts for the work which they may let to insure compliance with said AntiKickback Act by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of all Statements of Compliance required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations and exemptions from the requirements thereof. These Regulations are part of this Contract and are included in these specifications.

(B) The Contractor and all subcontractors shall pay to all laborers and mechanics employed for the construction covered by this Contract, the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931 as amended, known as the Davis-Bacon Act (40 U.S.C. 276 a through 276a-5). The Wage Rate Schedule as prepared by the Secretary of Labor and the Labor Standards are part of this Contract and are included in these Contract Documents

(1) Minimum Wages.

a. All mechanics and laborers 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is appended 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; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made, or costs reasonably anticipated 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 (1) (iv) hereof. Also, for the purpose of this clause, regular contributions made or cost incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

b. The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification of a particular class of laborers and mechanics to be used, the question accompanied by the

recommendation of the contracting officer shall be referred to the Secretary of Labor for final determination.

c. The contracting officer shall require whenever the minimum wage rate prescribed and appended to the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborers or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided, however, 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) Payrolls and Basic Records.

a. Payrolls and basic records relating thereto will be maintained 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 will contain the name and address of each such employee, their correct classification, rates of pay (including rates of contribution or costs anticipated of the types described in section 1 (b) (2) 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.

b. The Contractor will submit weekly a copy of all payrolls prepared on U.S. Department of Labor Form No. SQL 184 to the applicant, sponsor, or Owner, as the case may be. The copy shall be accompanied by a statement signed by the employer or their agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work they performed. A submission of a 'Weekly Statement of Compliance" which is required under the Contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll or a copy of any findings by the Secretary of Labor pursuant to 1) (iv) hereof shall satisfy this

requirement. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(3) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to their entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work they actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of their program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the Contract work.

(4) Compliance with Copeland Regulations (29CFR Part 3. The Contractor shall comply with the Copeland Regulations (29CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(5) Subcontracts. The Contractor will insert in any subcontracts clauses (1) through (4) and (6) hereof and such other clauses as the Federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(6) Contract Termination; Debarment. A breach of clauses (1) through (S) may be grounds for termination of the Contract, and for debarment as provided in Regulations of the Secretary of Labor at 29 CFR 5.6.

(7) 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 laborer or mechanic in any workweek in which they are employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives 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, as the case may be.

(8) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (7), the Contractor and

any subcontractor responsible therefor shall be liable to any affected employee for their unpaid wages. In addition, the 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 territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (7), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (7).

(9) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (7) and (8) hereof and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made. As mentioned in these articles, attached are copies of latest State and Federal Minimum Wage Rates.

49.0 <u>FEDERAL NONDISCRIMINATION PROVISIONS.</u>

During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin, or sex.

(C) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders

of the Secretary of Labor, pursuant thereto, and will permit access to their books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Contractor's noncompliance with the clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11375 of October 17, 1967, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

(G) The Contractor will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

50.0 SOCIAL SECURITY ACT

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Owner from any such contributions or taxes or liability therefor.

51.0 SAFETY PROVISIONS

It is understood that the Contractor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury or loss. The Contractor will erect and maintain, as

required by the conditions and the progress of the work, all necessary safeguards for safety and protection and in addition will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.

If at any time, in the opinion of the Engineer, the work is not properly safe in respect to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as the Engineer deems advisable and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or their representative is not upon the site so that the Contractor can be immediately notified of the insufficiency of safety precautions, then the Engineer may cause the work to be put into such a condition that it shall be, in their opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by the Contractor or by the Engineer. Such actions of the Engineer, or their failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by the Contractor or by the Engineer acting under authority of this section.

The Contractor shall comply with the Department of Labor Safety and Health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL9I-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), or subsequent amendments to such regulations.

This project is subject to all of the Safety and Health Regulations (See 29 CFR 1518) as promulgated by the U.S. Department of Labor on April 17, 1971. Contractors are urged to make themselves familiar with the requirements of these regulations.

The Contractor shall comply with the Owner's Confined Space Entry Program, and no personnel will be permitted to participate in any work or interact with the Contractor if the Contractor does not have the appropriate equipment in compliance with said program.

The Contractor shall keep in their office, ready for immediate use, all articles necessary for giving "First Aid to the Injured." The Contractor shall also have standing arrangements for the immediate removal and hospital treatment of any employees or persons who may be injured on or about the work.

52.0 LAND FOR CONTRACTOR'S USE

Land and easements for the purpose of this Contract will be provided by the Owner. If the Contractor desires the temporary use, during construction, of land or lands to which the Owner has no rights, the Contractor shall secure written permission from the owners and shall file a duplicate copy of such permission with the Engineer and Owner. Land shall not be used or occupied by the Contractor prior to the securing of permission. The Contractor shall at all times, save harmless the Owner, from actions by third parties by reason of any acts or omissions by the Contractor.

Delays in easement acquisition shall act only to extend the contract period, as reviewed in other sections of the contract documents. No guarantees are given herein that all needed lands will be available at the time of contract award. Should it be required as a part of this Contract to perform work within the limits of private property, or in rights-of-way, such work shall be done in conformity with all permits and agreements between the Owner

and the owners of such property, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general conditions as at the time of entry for work to be performed under this Contract.

53.0 USE OF PREMISES

The Contractor shall confine their materials and their storage and the operation of their workmen to limits indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with such materials, but shall store them in orderly fashion, so that they will not interfere with the work under this or other contracts. The Contractor shall not load or permit any part of the work to be loaded with a weight that will endanger its safety or unduly affect the structure or any part thereof. The Contractor shall enforce the instructions of the Engineer regarding signs advertisements, fires, and smoking.

54.0 PROTECTION OF PREMISES

The Contractor shall properly protect the Owner's and adjoining property from injury or damage. Any damage to same must be made good without delay. The Contractor shall make good, at their own expense, any such injury or damage done and shall leave all in as good condition as found when operations were started.

55.0 SANITARY FACILITIES

The Contractor shall provide and maintain in a strictly sanitary manner toilet facilities for their workmen, which shall be screened from public view. The location and the method of waste disposal shall be approved. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory sanitary conditions around and on all parts of the work.

56.0 TEMPORARY WATER

The Contractor shall provide and maintain temporary potable water service connections and fixtures as specified for their own use and the use of other contractors doing work at the site. Said connections shall be made to a water main to be installed by the Contractor. The cost of temporary water meters, if required, and service charges for all water will be paid by the Contractor.

When work is completed, the Contractor shall remove all temporary water connections and fixtures as required.

The Contractor shall furnish at their own expense all water required during the performance of work under the Contract, including testing, paying for the expense and charges of same, and installing and paying for a meter if it is required.

57.0 TEMPORARY LIGHT, POWER, AND TELEPHONE

The Contractor shall be responsible for the furnishing of temporary light and power.

The Contractor, at their own expense, shall arrange with the local telephone company for

all telephone service required in the performance of the work.

58.0 TEMPORARY HEATING

Each Contractor, at their own expense, shall provide, install, and maintain approved heating devices as required for supplying temporary heat of sufficient volume to protect the work under their Contract and to assure suitable working conditions for their workmen. Such devices shall be installed and operated in such manner that no hazards will result and that no damage will be done to any part of their work or the work of other Contractors.

59.0 CARE AND PROTECTION OF WORK AND MATERIALS

From the commencement of the work until its completion, the Contractor shall be solely responsible for damages caused to the property of the Owner, for the care and protection of the work covered by the Contract, and for the materials and equipment delivered at the site or incorporated in the work.

All excavated materials, construction equipment, and materials and equipment to be incorporated in the work, shall be so placed as not to injure the work and so that free access may be had at any time to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible public travel and adjoining tenants.

All loss, injury, or damage to the work or materials, from whatever cause, shall be made good at the expense of the Contractor.

The Contractor shall provide suitable and adequate storage room for materials and equipment during the progress of the work, including approved weathertight storage for all materials and equipment which might deteriorate if left uncovered. The Contractor shall provide protection against damage or deterioration for all equipment during storage, and after installation, until the equipment is put to use by the Owner.

During adverse weather, the Contractor shall take all necessary precautions so that the work may be properly done and be satisfactory in all respect& When required, protection shall be provided by use of tarpaulins, wooded building shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and proper curing, aging and drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected.

The Engineer may suspend construction operations at any time, when in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.

The Contractor shall at all times have, as directed or approved, a sufficient number of watchmen to protect the property of the Owner, to exclude unauthorized persons from the work and to protect traffic on the public highways.

60.0 OWNERSHIP OF MATERIALS

Nothing in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or the soil, nor in materials which have been accepted for partial payment at the site of the work, as provided hereinafter, but all such materials shall upon being so attached or affixed, or so accepted, become the property of the Owner.

61.0 CHATTEL MORTGAGES

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

62.0 LINES AND GRADES

All work shall be constructed according to the lines and grades shown and approved. At the site, the Engineer will lay out and mark upon the ground a base line and bench mark, from which the Contractor shall be responsible for staking out the construction lines. For sewers, the Engineer will lay out and mark suitable number of control points and bench marks, averaging about one every 500 feet. The Contractor shall employ the services of a land surveyor, licensed to practice in this state, for laying out the work, including setting of key or principal stakes, markers and levels, and preparation of cut sheets, if required, on a form approved by the Engineer.

The Contractor must base their layout on at least 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 error.

The Contractor shall furnish all stakes, markers, and other materials, and shall furnish any assistance that the Engineer may require in laying out the base lines and establishing the bench marks, and in checking and measuring the work. Whenever the Engineer finds it necessary to carry on their operations on Sundays, legal holidays, or other times when the work of the Contractor is not in progress, the Contractor shall furnish all necessary service and assistance. The Contractor shall not proceed until such points and instructions as may be necessary for the progress of the work has been received from the Engineer. Any work improperly done without lines or levels or instructions shall be removed and replaced by the Contractor at their own expense.

No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, or making other necessary measurements, or by inspection, compensation therefor being considered as having been included in the bid or stipulated prices.

63.0 PRE-CONSTRUCTION AND CONSTRUCTION PHOTOGRAPHS

The Contractor shall furnish a series of photographs, taken by a commercial

photographer, to show the site of the work before construction. Photographs shall be taken at such locations as may be determined by the Engineer, or at a spacing of approximately 50 feet apart in streets and 100 feet in easements. Two glossy prints of each picture shall be submitted to the Engineer before construction.

The Contractor shall also furnish a series of construction photographs, to show the progress of the work. At least 6 photographs shall be taken monthly at such locations as may be determined by the Engineer. Two glossy prints of each picture taken during the month shall be submitted to the Engineer at the time of the monthly estimate for progress payment.

Prints for submission shall not be less than 8 in. by 10 in. in size, mounted on cloth with a flap for binding, properly identified by text and dates on the reverse side. Negatives of all photographs, including identifications shall be furnished to the Engineer.

64.0 RECORD DRAWINGS

Concurrent with progress of installation, the Contractor shall maintain a set of field notes, consisting of a marked set of Engineer's drawings with additional sketches as required, denoting and dimensioning accurately all changes in elevation, location and size, of all items deviating from Engineer's drawings. The set shall be kept in the Contractor's field office and be made available for inspection by the Engineer upon request.

Upon completion of work, the Contractor shall provide the field notes, and the Owner will prepare the as-built record drawings.

65.0 TIME OF THE ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and to comply with the amended final judgment, and inasmuch as failure to complete the work within the period specified may result in a loss to the Owner, including penalties imposed by the courts for failure to meet deadlines, such provisions are of the essence of this Contract.

66.0 NIGHT, SUNDAY AND HOLIDAY WORK

Unless otherwise especially permitted by the Engineer, no work shall be done between the hours of 6:00PM and 7:00AM, nor on Sunday or Legal Holidays, except in emergencies, or as necessary for the proper care and protection of the work already performed. The Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work will be permitted at night as can be done satisfactorily and in a first class manner and without disturbance to adjoining property owners. Good lighting and all other facilities for carrying out and inspecting the work shall be provided by the Contractor, and maintained at all points where such work is being done. Work performed after regular working hours, on Sundays, or Legal Holidays, shall cause no additional expense to the Owner.

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities shall be limited as follows. Time limits are Monday through Friday between the hours of 7:00 AM and 6:00 PM 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 AM and 5:00 PM. 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.

67.0 WORK IN FREEZING WEATHER

Unless written permission is given, work liable to be affected by frost shall be suspended during freezing weather. When work proceeds in such weather, the Contractor shall provide sufficient and approved facilities for creating workable conditions and protecting the work after its completion, as approved by the Engineer.

68.0 UNNECESSARY NOISE

The Contractor shall use every effort and means possible to minimize or eliminate noise caused by their operations, which the Engineer may consider objectionable. The Contractor shall provide working machinery, equipped with silencers or mufflers where necessary or required by the Engineer, designed to operate with the least possible noise.

69.0 WORK IN STREETS AND HIGHWAYS

The Contractor shall obtain from the proper authorities, permission to open any State, County or Municipal highway. The Contractor shall file with the Engineer, and with the agencies having jurisdiction, triplicate copies of sketches and descriptions showing the exact location and size of the opening or excavation, the time during which it is proposed to make such opening or excavation, and the proposed method of maintaining traffic during construction. The Contractor shall not make any such opening or excavation until written permission has been granted by the agencies having jurisdiction and the Engineer. If such agencies require inspection, traffic control, signaling or other work to be done by its own forces, the Contractor shall arrange for and pay for the same.

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefor from the proper agencies. If any street or private way shall be rendered unsafe by the Contractor's operations, they shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer.

After the completion of backfilling in public highways, the Contractor shall remove all surplus material, regrade, and leave in good order and dust-free condition all roadways disturbed by their operations.

He shall maintain the surface of the street over the trenches in good condition, promptly filling in all depressions caused by settlement of the backfill.

70.0 MAINTAINING AND SAFEGUARDING TRAFFIC

The Contractor as directed, shall build and maintain such temporary roads, passageways, trestles, and bridges as shall be deemed necessary for the accommodation of traffic on streets and roadways interfered with by the Contractor's operations, for convenient access to the various parts of the work, for access to adjacent buildings and properties, and for other necessary purposes incidental to the work. The Contractor shall erect such temporary guards, fences, warning signs, lights, and signals as may be necessary or

required to protect all traffic on the streets and roadways. The Contractor shall not obstruct vehicular traffic unless the Contractor has permission from the agencies having jurisdiction to bar temporarily all traffic from the site of the work. The Contractor shall not deprive any building or property of safe and proper access except with the consent of the occupant and after due notice to the Engineer. Free access must be given to every fire alarm box, fire hydrant, valve box, or valve chamber. The temporary roads and the Contractor's access roads shall be located where directed or approved and shall be maintained in good condition. Calcium chloride or other approved means, shall be used to maintain the roads in a dust-free condition. The Contractor shall indemnify and save harmless the Owner from any expense whatsoever due to their operations in streets and highways.

71.0 ARCHEOLOGICAL EVALUATION

When so instructed by the Engineer, access must be provided for evaluation of underground conditions by the Owner's selected archeologist.

72.0 HAULING MATERIALS

Before starting any work, the Contractor shall arrange with the municipal, County, or State officials having jurisdiction for the use of routes of travel for hauling materials that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work.

The Contractor shall, at their own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the work as required. Delays in handling involving storage charges and demurrage charges by the railroad and other companies shall be at the expense of the Contractor.

73.0 OBSTRUCTIONS ENCOUNTERED

In addition to showing structures to be built under this Contract, the drawings show certain information regarding the pipe lines and other structures which exist at the site of the work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the drawings with regard to existing structures and pipe lines, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipe lines being shown only for the convenience of the Contractor, who must verify the information to their own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of their obligation to support and protect all pipe lines and other structures which may be encountered during the construction of the work, and to make good all damages done to such pipe lines and structures, as provided in these specifications.

74.0 EXISTING UTILITIES

The Contractor will be required, at their own expense to do everything necessary to protect, support and sustain all sewers, water or gas pipes, railroad tracks, or telegraph poles, conduits and other fixtures laid across or along the site of the work. The Engineer, as well as the company or corporation owning said pipes, poles, or conduits must be notified of same by the Contractor before any such fixtures are removed or molested. In

case any of the said sewer, gas or water pipes, service pipes, electric lights, power, telephone or telegraph poles, conduits or other fixtures are damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the moneys which are due or become due said Contractor under this Contract.

Should it become necessary to change the position, or temporarily remove any electric conduits, water pipes, gas pipes, or other pipes, or wire, in order to permit the Contractor to use a particular method of construction or in order to clear the structure being built, the Contractor shall notify the Engineer of the location and circumstances, and shall cease work if necessary, until satisfactory arrangements have been made by the owners of the said pipes or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of the changes or temporary removal must be included in the unit or lump sum prices stipulated for the various items of work to be done under this Contract.

75.0 CONTINUITY OF UTILITY SERVICES

In all cases where temporary pipes must be installed or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

76.0 PROTECTING EXISTING STRUCTURES

The Contractor shall, at their own expense, shore up and protect any buildings or structures which may be encountered or endangered in the prosecution of the work, and the Contractor shall repair and make good any damages caused to any such property by reason of their operations.

77.0 PROTECTING EXISTING TREES AND SHRUBBERY

The Contractor shall protect trees, shrubs, and grassed areas on the lands of the Owner, and on adjacent lands, from being cut, trimmed, or injured, unless specifically ordered otherwise, for clearing the site of the work. Any damage to trees, shrubs, or grassed areas shall be made good by the Contractor, at their own expense, to the satisfaction of the owners thereof.

Tree roots shall not be mutilated nor shall they be cut except by permission of the Engineer. When the Contractor is permitted to cut tree roots, the Contractor shall cut the ends off smoothly, without splitting or shattering them. The trunks of the trees shall be carefully protected from damage, and if unavoidable damage occurs, the injured portions shall be neatly trimmed and covered with an application of grafting wax. Excavating machinery, cranes, etc., shall be handled with care to prevent damage to shade trees, particularly to overhanging branches, and branches shall not be cut off except by special permission of the Engineer. No special compensation will be made for the protecting of existing trees and shrubbery, but such cost shall be considered as having been included in the lump sum prices or unit prices as stipulated for the work to be done under the Contract.

78.0 MONUMENTS AND LANDMARKS

When any bench mark or monument, whether of stone, concrete, pipe, or a mark on the pavement, designating the lines of the streets or highways or of private property, is in the line of any trench or other construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least 24 hours in advance. Under no circumstance shall such monument be removed or disturbed by the Contractor or by any of their men without a written order from the Engineer. The Contractor shall furnish the necessary labor which may be required in resetting any monument, under the direct supervision of the Engineer. Should any monument be destroyed through accident or neglect, the Contractor shall be required, at their own expense to employ a licensed surveyor acceptable to the Engineer, to re-establish the monument.

79.0 SEWAGE, SURFACE AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during construction of the work, including bypassing of sewage around the work area if required. The manner of providing for these flows shall meet with the approval of the Engineer, and the entire cost of said work shall be considered as included in the prices bid for work to be done under this Contract.

80.0 SUSPENSION OF WORK

If the Engineer deems it advisable they may order the Contractor in writing to stop work on all or any part of the Contract, and the Contractor shall do no work when so ordered until written notice has been received from the Engineer to resume work. When work is suspended as above provided, payments for the completed parts of suspended work will be made as provided hereinafter and a suitable extension of time for completing the work will be granted. No payment will be made for work done by the Contractor when done in violation of said order by the Engineer.

81.0 ABANDONMENT OF WORK

Should the Contractor abandon or in any manner fail to complete the work under this Contract, the Owner is hereby authorized and empowered to pay any laborers or mechanics for work done who may have been employed by said Contractor upon the work herein, and to pay any claims against the Contractor for materials furnished, out of any funds that would otherwise be due or become due said Contractor under this Contract, and in every such case the Owner is hereby authorized and empowered to ascertain through the Engineer, the amount or amounts due or owing to such labor or laborers, or for materials, from said Contractor, in such manner and upon such proof as said Owner may deem sufficient. And the amount or amounts so found by the Engineer to be due and payable to such labor or laborers, or for materials furnished, shall be final and conclusive against the Contractor, and may thereafter be paid by the Owner to said labor or laborers, or to liquidate claims for material furnished; and any payment may be withheld from said Contractor until all such claims for labor or material on the Contract have been satisfied.

82.0 DEFAULT OF CONTRACTOR

The Owner has the right to declare the Contractor in default:

(A) If the Contractor shall fail, within the time required, to begin the work to be done under this Contract, or

(B) If the work to be done under this Contract shall be abandoned, or

(C) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

(D) If a receiver or liquidator shall be appointed for the Contractor or for any of their property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be dismissed within 20 days after such appointment, or the proceeding in connection therewith shall not be stayed on appeal within the said 20 days, or,

(E) If the Contractor shall fail to or refuse to regard laws and ordinances, and such orders as may from time to time be given by the Owner or the Engineer with respect to the work, or

(F) If the Contractor shall refuse or fail, after notice from the Engineer, to supply enough properly skilled workmen or proper materials, or

(G) If the Contractor shall violate any of the provisions or covenants of this Contract or shall not perform the same in good faith in accordance with the terms thereof, or

(H) If the Contractor shall refuse or fail to execute the work or any part thereof with such diligence as will insure its completion within the period specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

(I) If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(J) If the Contractor shall assign or sublet the work otherwise than as specified, or

(K) If the Engineer should be of the opinion and shall certify in writing to the Owner that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with their orders, or is not executing the Contract in good faith, or that suitable and sufficient workmen, material, plant, power tools, supplies, or other means of carrying on the work are not provided to carry out all requirements of the Contract.

83.0 UNFINISHED WORK COMPLETED BY THE OWNER

Upon a declaration of default of the Contractor as hereinbefore provided, the Owner shall, by written notice, order the Contractor not to begin, or not to resume, or to discontinue all work under this Contract or any part of such work, and thereupon the Contractor shall not begin, or shall not resume, or shall discontinue all work or such part thereof, and the Owner shall thereupon have the power, in the manner prescribed by law, to contract for the completion of the work or such part thereof, or to place such and so many persons as they may deem advisable by contract, or call on Surety to complete the work or otherwise to work at and to complete the work or part thereof, or so much of the

work or part thereof, as the Owner may direct or may place under contract, and take possession of and use any or all plant, tools, appliances, equipment, supplies, property, and materials as they may find upon the site of the work, and procure or cause to be procured, by contract or otherwise, all plant, tools, appliances, equipment, supplies, property, and materials for the completion of the same, and charge the whole expense of the completion of the work, or part thereof, to the Contractor or their Surety.

The expense so charged, and also liquidated damages for delay in the completion of the work, if any, as provided, shall be deducted and paid by the Owner out of such moneys as may be then due or may at any time thereafter become due under and by virtue of this Contract or any part thereof. In case such expense and liquidated damages, if any, shall exceed the sum which would have been payable under this Contract, if the same had been completed by the Contractor, they shall and will pay the amount of such excess to the Owner; and in case such expense and liquidated damages, if any, shall be less than the sum which would be payable to the contractor, if the Contractor had completed the contract, they shall be entitled to the difference, subject to all the other terms, covenants and conditions of this Contract.

84.0 CERTIFICATE OF COST OF WORK COMPLETED BY OWNER

In the event of the Owner's undertaking, by contract or otherwise, to perform the work or any part thereof as hereinbefore described, the certificate of the Engineer, as to the amount of work done, the cost and amount of excess cost, if any, of performing or completing the work called for by this Contract, and as to the amount of liquidated damages hereunder, shall be binding and conclusive upon the Contractor, their Sureties, successors, assigns, lienors and to all claimants of any part of the moneys payable hereunder.

85.0 CONTINUATION OF WORK BY CONTRACTOR

When any particular part of this work is being carried on by the Owner, by contract or otherwise, under the provisions of this Contract, the Contractor agrees to continue the remainder of the work in conformity with the terms of this Contract and in such manner as not to hinder or interfere with the persons or workmen employed by the Owner.

86.0 THE OWNER'S RIGHT TO DO WORK AND THREE DAY CLAUSE

If the Contractor or their subcontractors should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

87.0 ESTIMATE OF QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the Proposal, they are given for use in comparing bids and the right is especially reserved, except as herein

otherwise provided, to increase them or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated under this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause to the Contractor for claims or liability for damages.

88.0 PRICES NOT CHANGED BY CHANGE OF QUANTITIES

An increase or decrease in the quantities listed in the Proposal for any item shall not be regarded as sufficient grounds for an increase or decrease in the price of that item, nor in the time allowed for the completion of the work except as provided in the Contract. ***The Owner reserves the right to delete portions of the work, or to add to the work, as they deem necessary, and such changes shall be based upon the unit prices bid or upon reasonable prices established by the Engineer.***

89.0 EXTRA WORK AND CHANGES IN THE WORK

Without invalidating the Contract, the Owner may order extra work or order changes by altering, adding to, or deducting from the work, the Contract price being adjusted accordingly, and the consent of Surety being first obtained where necessary or desirable. Such ordered work shall be executed under the conditions of the Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No extra work or changes in the work covered by the Contract Documents shall be done or made by the Contractor without the written approval by the Owner or the Engineer, acting officially for the Owner, and not until the price for doing or making such is agreed upon in writing.

Changes or credits for the work so ordered and approved shall be determined by one or more, or a combination of three methods, as approved by the Owner as follows:

(A) By such applicable unit prices, if any, as are set forth in the Contract; or

(B) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; or

(C) If no such unit prices are set forth and if the parties cannot agree upon prices or a lump sum, then, for work performed the Contractor shall receive as compensation the actual cost to them, which cost shall include:

(1) Labor, including foreman;

(2) Materials entering permanently into the work;

(3) The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed work;

(4) Power and consumable supplies for the operation of power equipment during the above time;

(5) Insurance;

(6) Social Security and old age and unemployment contributions:

(7) Plus up to a 10% overhead factor for identifiable direct job costs (excluding subcontracting);

(8) Plus up to a 5% profit factor applied to identifiable costs plus overhead.

(9) Plus up to 2% additional bond cost factor applied to identifiable cost plus overhead and profit.

If all or part of the extra work is done by a subcontractor, subcontractor's overhead in the amount of 10 percent may be added to cost of labor and materials, if methods (b) or (c) above are used.

All Change Order estimates for work to be performed by the Contractor shall be submitted by the Contractor in the following format (non-compliant Change Order estimates will be returned for correction):

(A)	Materials (itemized separately according to quantities, prices, vendor invoices, etc.)	$_____
(B)	Rent of Equipment (listed separately)	$_____
(C)	Labor (itemized separately)	$_____
(D)	Sub-Total (A + B + C)	$_____
(E)	10% (max) of (D) above for Contractor's overhead	$_____
(F)	Sub-Total (D + E)	$_____
(G)	5% (max) of (F) above for Contractor's profit	$_____
(H)	Sub-Total (F + G)	$_____
(I)	2% (max) of (H) above for additional bond cost	$_____
(J)	**TOTAL**	$_____

The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to such extra work and the Contractor agrees that they shall have no claim for compensation for such work unless a statement in writing of the actual cost of the same, fully itemized as to labor, materials, and other allowable costs is presented to the Engineer before the fifteenth day of the month following that during which each specific order was complied with by them.

It is understood and agreed by the Contractor that the Owner reserves the right to have such extra work done by any persons, person, or corporation other than the Contractor, unless an agreement upon the prices to be paid for such extra work can be promptly reached between the Owner and the Contractor. Should said extra work be done by any person, persons, or corporation other than the Contractor, all of the provisions as hereinbefore provided shall apply and 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, except for an extension of time to perform this Contract as may be certified to the Owner by the Engineer, and approved by the Owner.

Should the Contractor consider themself entitled to extra compensation on account of the before mentioned alterations or changes, the Contractor shall notify the Owner by making their claim in writing to the Engineer before proceeding with the work in question. Should the Contractor proceed with the said work in compliance with the written order of the Engineer, it is to be construed as their acceptance of the order and the stipulated

compensation for the said work.

90.0 CLAIMS FOR EXTRA WORK

If the Contractor claims that any instructions issued by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the Engineer written notice thereof within 48 hours after the receipt of such instruction, and in any event before proceeding to execute the work; except in emergency endangering life or property, the procedure shall then be as provided for in the preceding section. No such claim shall be valid unless so made.

91.0 SUPPLEMENTARY CONTRACT

Where conditions require an unforeseen and major change in the work after the Contract has been signed, the Contractor will undertake to enter into a Supplementary Contract at agreed prices, to cover the cost of said changed work, and shall, if requested, waive any right to do such work as extra work.

92.0 CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Owner or its agents, the Contractor shall, within seven (7) days after sustaining of such damage, make a written claim and statement to the Engineer of the nature of damage sustained. On or before the fifteenth day of the month sustained, the Contractor shall file with the Engineer an itemized statement of the details and the amount of such damage alleged to have been sustained and unless such statement is made as thus required, their claim for compensation will not be considered by the Owner, and shall be deemed to have been waived by the Contractor.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by the representatives of the Owner, all their books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and canceled checks, showing all of their acts and transactions in connection with or relating to or arising by reason of this Contract, and submit themself and persons in their employ for examination under oath by any person designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, and the Contractor and their employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this Contract, except for the sums certified by the Owner to be due under the provisions of this Contract.

93.0 EXTENSION OF TIME FOR COMPLETING THE WORK

If the Contractor is delayed in completion of the work under the Contract by any act or neglect of the Owner or of any other Contract employed by the Owner, or by changes in the work, or by any priority or allocation order duly issued by the Federal government, or by any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather, or by delays of subcontractors or suppliers occasioned by and of the causes described above, or

by delay authorized by the Engineer for any cause which the Engineer shall deem justifiable, then:

For each day of delay in the completion of the work so caused, the Contractor shall be allowed one day additional to the time limitation specified in the Contract, it being understood and agreed that the allowance of same shall be solely at the discretion and approval of the Owner.

No such extension of time shall be made for any *delay* unless the Contractor, within 5 days after the beginning of the delay, shall have informed the Owner in writing of the nature of the delay, its cause, and its estimated duration. The Owner will ascertain the facts regarding the delay and notify the Contractor within a reasonable time of its decision in the matter.

The Contractor shall use all honorable and reasonable means to prevent strikes, to avoid violations of labor agreements or other actions calculated to create dissatisfaction with working conditions. Should strikes occur, the Contractor shall make all proper and reasonable efforts to effect early settlement and resumption of the work. Should collusion by the Contractor be proven in the case of strikes or lockouts, then no extension of time for completion of the Contract will be given. Burden of proof in this case shall rest entirely with the Contractor.

No claim for damages or any claim other than for extensions of time as herein provided shall be made or asserted against the Owner by reason of any delays caused by the reasons hereinabove mentioned.

94.0 LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done there under are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in the Owner's written notice to commence the work.

The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of all work described in the Contract Documents is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the time specified in the Contract, or within such further time as may be properly granted by the Owner in accordance with the provisions of this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall exceed the time stipulated in the Proposal for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to

complete the work on time, such as loss of revenue from service charges, additional costs of interest charges, delays caused to other work by failure to perform this Contract, fines by the State Department of Environmental Protection for failure to meet Permit deadlines, and other damages, some of which are indefinite and not susceptible of easy proof, and said amount is agreed to be the amount of damage which the Owner will sustain and said amount shall be recovered by the Owner by deducting the same out of any monies due or that may become due the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or their Surety shall pay the amount of the difference.

As specified under "Inspection", the costs of engineering and inspection performed during overtime hours, or after the specified date of completion (regardless of the granting of extensions of time), shall be deducted from funds owed to the Contractor, as damages sustained by the Owner caused solely by actions of the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever in order to complete the public improvement on a timely basis, and to comply with deadlines under the amended final judgment; and where under the Contract an extension of time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

It is also understood and agreed that the Contractor will not be charged with liquidated damages when the Owner determines that the Contractor is without fault and that the Contractor's reasons for requesting a time extension are acceptable to the Owner. If an extension of time is approved, said liquidated damages will be charged the Contractor from the end of such extension to the completion of the work. However, whether or not an extension of time is granted by the Owner, the Contractor shall pay to the Owner all costs of engineering field work and inspection from the completion date, as determined from the number of days specified for completing the work, to the date of actual completion.

Inasmuch as the damages and losses of the Owner which will result from a failure by the Contractor to complete the Work within the period herein specified (including any extensions thereof fixed and approved as hereinafter provided) may include interest on monies borrowed for construction, losses from the inability of the Owner to utilize the new Work, and other expenses and damages, and cannot be calculated with any degree of mathematical certainty, the damages of the Owner for delay in the case of such failure or failures on the part of such Contractor shall (in accordance with N.J.S.A. 40A:11-19) be liquidated in the sum of $200.00 per day for Contracts under $100,000.00; $350.00 per day for Contracts between $100,000.00 and $499,999.00; $500.00 per day for Contracts between $500,000.00 and $1,000,000.00; and $1,000.00 per day for Contracts over $1,000,000.00. The liquidated damages shall be over and above any fixed costs (i.e. inspection, legal penalties, etc.) already outlined and determined above. Liquidated damages as determined herein shall be automatically deducted from payments to the Contractor for Work performed.

95.0 PREPARATION OF ESTIMATES FOR MONTHLY PAYMENTS

Preliminary drafts of estimates for partial or monthly payment for work done and materials delivered shall be delivered to the office of the Engineer no later than the fifth

day of the month following the period covered by such estimate. After the preliminary drafts have been approved, final drafts of such estimates shall be prepared by the Contractor, and delivered to the office of the Engineer no later than the tenth day of the month following the period covered by such estimate. Classes of work listed on a partial estimate shall be only those approved, and in the quantities so approved. Equipment, materials and work shall conform to the approved breakdown statement, and shall be considered only the extent, approved by the Engineer, as indicated on daily work report sheets, as of the date on which the work was done.

No estimate or payment shall be required to be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amount to less than One Thousand Dollars ($1000.00).

Deviation from the above procedure by the Contractor will result in disapproval of the estimate. The work and materials included on such disapproved estimate shall not be submitted for consideration until the next monthly estimate is submitted.

96.0 DAILY WORK REPORTS AND DELIVERY SLIPS

Daily work reports shall be prepared by the Contractor on forms supplied by the Engineer, and shall be submitted to the Engineer on or before noon of the day following the day's work reported, properly prepared and signed.

The Contractor shall furnish the Engineer with copies of delivery slips covering all material delivered to the site of the work, which is to be included in any monthly estimate. All materials delivered to the site of the work, whether from a supplier's warehouse or from the. Contractor's stock, shall be covered by such delivery slips. Delivery slips shall be submitted daily with the daily work report sheets.

Deviation from the above procedure by the Contractor, as to daily work reports and delivery slips, will result in disapproval of items of work. Such disapproved items shall not be included in any monthly estimate until properly reported on daily work reports and/or on approved delivery slips.

97.0 MATERIALS INCLUDED IN MONTHLY ESTIMATES

Allowances for payment to the extent listed herein, for equipment and materials specifically listed on the approved breakdown statement of the lump sum bid, may be included in the next monthly estimate after the stages herein have been reached:

(A) Upon completion of delivery: 75% of the equipment or material price shown in the breakdown statement.

(B) Upon completion of erection or installation (including subsurface pipe installation): Not more than 90% of the installed price shown in the breakdown statement, or in the unit price bid.

(C) Upon successful completion of acceptance tests: 100% of the price shown in the breakdown statement, or in the unit prices bid.

All such equipment and materials included for payment in the monthly estimate shall be and become the property of the Owner and, on demand, the Contractor at their own expense shall promptly V execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered to the Owner for any and all such equipment and materials

included in any monthly estimate, proper bills of sale or other instruments in writing in a form and as required by the Owner from the Contractor and from any person, firm, or corporation manufacturing for, or selling or shipping or delivering to the Contractor any such equipment and materials, conveying and assuring to the Owner title to such materials included in such estimate free from all liens and encumbrances; and the Contractor at their own expense shall mark such materials as the property of the Owner and shall take such other steps, if any, as the Owner may require or regard as necessary to vest title in the Owner to such equipment and materials free from all liens and encumbrances. The Contractor shall, however, notwithstanding such transfer of title to the Owner be absolutely responsible to the Owner for any loss or damage to such equipment and materials until the same shall have been completely installed and tested, all work under the Contract completed and accepted, and shall at their own cost replace any equipment and materials lost or damaged.

98.0 PAYMENTS

Not later than 30 days after receipt of the monthly estimate, the Owner will make partial payment to the Contractor on the basis of the estimate of the work performed during the preceding calendar month by the Contractor, and duly approved and certified by the Engineer, which estimate includes the allowances set forth hereinbefore. All such payments shall be considered tentative only, subject to correction in the final estimate, and need not be based on accurate measurement. These payments are to be made purely to aid the Contractor to meet their current bills and for no other purpose.

The Owner will retain the following amounts from each estimate, in addition to payments withheld for payment of claims, defective work, etc., as specified elsewhere:

(A) During construction a retention of 2% payments claimed will be held until acceptance of the work, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

(B) Retentions for payment of claims, defective work, potential losses, etc., as specified elsewhere, may also be withheld.

The Contractor shall pay:

(A) for all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered.

(B) or all materials, tools and expendable equipment and supplies to the extent of 90 percent of their cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials1 tools and equipment are incorporated or used; and,

(C) to each of their subcontractors, not later than the fifth day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by their subcontractors, to the extent of each subcontractor's interest therein.

Failure by the Contractor to defray the charges listed in (A), (B), and (C) above, shall constitute grounds for disapproval by the Engineer of the current periodical estimate for

partial payment.

99.0 OWNERS RIGHT TO WITHHOLD PAYMENTS AND MAKE APPLICATION THEREOF

The Owner may withhold from the Contractor as much as any approved payments due as may in the opinion of the Owner be necessary:

(A) to assure the payment of just claims of any persons supplying labor or materials for the work then due and unpaid;

(B) to protect the Owner from loss due to defective work not remedied; or

(C) to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, owners of utilities, or others caused by the act or neglect of the Contractor or any of their subcontractors.

The Contractor shall, at the request of the Owner, furnish satisfactory proof that all obligations of the nature hereinabove described have been paid, remedied, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice, withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to cover any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall the provisions of this article be construed to impose any obligations upon the Owner to either the Contractor or their Surety.

In paying any unpaid bills or obligations of the Contractor, the Owner shall be deemed the agent of the Contractor and any payments so made by the Owner shall be considered a payment made under this Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

If the moneys retained under this Contract are insufficient to pay the sums found by the Owner to be due under the claims for labor and materials, the Owner may, at their discretion, pay such sums, and the Contractor or their Surety shall repay to the Owner all sums so paid out.

100.0 OPERATING TESTS

Prior to and as a requirement for receiving semi-final payment, the Contractor shall conduct all operating tests called for in the specifications, including but not limited to, watertightness tests of piping systems, tests of motorized and pneumatic equipment and their controls, tests of meters, gages and other instruments, tests of all control systems, pump tests and other tests as specified or directed. Testing shall be performed in the presence of the Engineer or their authorized representatives.

In the event that any tests fail to meet the requirements of the specifications, the Contractor shall make alterations, repairs or replacements as required in order that all systems equipment and appurtenances meet the operating tests as specified. The intent of the Contract is to provide a complete installation in accordance with the drawings and specifications, in working order, and ready for operation.

101.0 CLEANING UP

The Contractor shall expressly undertake at their own expense:

(A) Frequently to clean up all refuse, rubbish, scrap materials, and debris caused by their operations to the end that at all times the site of the work shall present a neat, orderly, workmanlike appearance;

(B) Before semi-final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from their operations and to put the site in a neat orderly condition; and

(C) Before semi-final payment, the Contractor shall restore all areas which have been used for storage of materials and equipment, and all areas which have been disturbed by their operations to their original conditions, or to a condition satisfactory to and approved by the Owner. The Contractor shall seed or sod any grassed area damaged by their operations (except for delayed seeding as provided in the Contract), and shall maintain such areas until the expiration of the maintenance period. Any such areas which fail to show a uniform stand of grass shall be reseeded or resodded until an acceptable stand of grass exists.

102.0 CERTIFICATE OF COMPLETION

Upon completion of all work required, or assigned during the contract period, except maintenance, as explained under "Maintenance" and "Pavement Maintenance Bond' the Engineer shall prepare a Certificate of Completion certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract. Acceptance of the Certificate of Completion by the Owner shall constitute "acceptance of the work".

Within 45 days after final acceptance, the retention of 2% will be released.

103.0 LIENS

If at any time before or within 60 days after the whole work herein agreed to be performed, and all the labor and material herein agreed to be performed or delivered, shall have been performed or delivered, or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Owner, any such notice as is described in the Municipal Mechanics Lien Law (N.J.S.A. 2A:44-125), the Owner shall retain until the discharge thereof, from the moneys under its control, so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions that may be brought to enforce such lien created by the filing of such notice.

104.0 FINAL ESTIMATE AND SEMI-FINAL PAYMENT

Upon completion of all work required, except maintenance, the Engineer shall file with the Owner a "Final Estimate" stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor, including Extra Work and compensation therefor, under and according to the terms of the Contract, The Owner reserves the right to disregard claims for compensation submitted by the

Contractor after the date of final estimate.

Within 30 days after the filing of the final estimate, the Owner will pay to the Contractor the amount therein stated, less retainage, provided the Contractor furnishes a bond in accordance with the provision under "Surety During Maintenance Period," and less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction by this payment, which is throughout this Contract called the semi-final payment. In any event, the semi-final payment will not be released to the Contractor until all outstanding claims against the Contractor shall have been satisfied.

105.0 ACCEPTANCE OF SEMI-FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the semi-final payment shall be and shall operate as a release for all things done or furnished in connection with this work and for every act of the Owner and others relating to or arising out of this work. No payment, however, semi-final or otherwise, shall operate to release the Contractor or their Sureties from any obligations under this Contract or the Contract Bond.

106.0 MAINTENANCE

During a period of two years subsequent to the date of the acceptance of the work by the Owner, or as provided below, the Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any defects in materials or the work, or to make any changes required without cost to the Owner, to the satisfaction of the Engineer, and in conformity with the Contract Documents, provided that orders for such replacements, repairs or changes are received in writing within the two year period. The Contractor is not obligated thereby to do any work of replacement or repair that the Contractor may prove, to the satisfaction of the Engineer, to have resulted from abuse of the work, or materials by parties other than the Contractor, after the date when the Owner puts to use that part of the work requiring replacements or repairs, or has approved the Certificate of Completion, and has accepted the work.

If the Owner shall deem it necessary and shall so order, such replacement, changes or repairs shall be undertaken within 24 hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements, changes or repairs within the time specified, or if any replacements, changes or repairs are of such nature as not to permit the Contractor to undertake them within 24 hours, then the Owner shall have the right to make such replacements, changes, or repairs and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor, or from any moneys of the Contractor retained by the Owner.

If the Owner puts to use for which it is built or installed, any structure or equipment prior to the acceptance of all work under the Contract, the maintenance period for such structure or equipment shall be calculated from the time when such use begins.

107.0 SURETY DURING MAINTENANCE PERIOD

When the project is complete (filing of Certificate of Completion), and the work is accepted, the Contractor must furnish a maintenance bond either as 10% cash, or as a

15% bond in acceptable form from acceptable surety based on the final contract amount to cover the two-year maintenance period.

108.0 FINAL CERTIFICATE AND FINAL PAYMENT

Twelve months after the acceptance of the work by the Owner, the Engineer shall file with the Owner a "final certificate" certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract and stating therein the amount retained, as provided under "Retained During Maintenance Period." Upon approval of the final certificate by the Owner, the Owner will pay to the Contractor the amount therein stated.

Final payment, however will not be released to the Contractor until:

(A) He presents proof that all claims against the Contractor have been satisfied;

(B) He executes and delivers a release substantially in the following form: "In consideration of the above payment we hereby release the Owner and their agents from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the doing of the work."

(C) He secures and files with the Owner statements from Officials that the highway surfaces, if any, under their jurisdiction have been restored satisfactorily.

109.0 NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of any articles or materials, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer, or any possession taken by the Owner or its employees or agents, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay or non-performance in the manner therein provided, nor shall it operate to void or annul any of the terms of this Contract.

110.0 NO ESTOPPEL

Neither the Owner nor any of their officers, shall be precluded or estopped by any certificate made or given by the Owner, the Engineer, or other officer, agent or appointee of the Owner under any provision of this Contract, from at any time (before the completion and acceptance of the work and payment therefor, or before the end of the maintenance period) showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such certificate is incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications and drawings, and the Owner shall not be precluded or estopped, notwithstanding any such certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of their failure to comply with the Contract Documents.

111.0 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf the Owner to

negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

112.0 CONFORMANCE WITH MUNICIPAL AND COUNTY REQUIREMENTS

Prior to commencement of any work, the Contractor shall obtain permits and approvals required by the County Road Department or the Municipal Agencies having jurisdiction. These requirements shall include, but are not limited to the following:

(A) Road opening permit (if applicable)

(B) Proposed method of construction (to be approved prior to construction)

(C) Fees to be put in escrow.

(D) All County and local requirement shall be satisfied prior to commencement of work.

113.0 EXEMPTION FROM SALES AND COMPENSATING USE TAXES

In computing their bids, bidders are not to include the sales and compensating use taxes of the State or of any city and county in the State on any supplies or materials to be sold to the Owner, which is exempt from such taxes.

114.0 ALTERNATE DISPUTE RESOLUTION

Construction disputes must be submitted to Alternative Dispute Resolution (ADR) prior to initiating court action. The forms of ADR are: mediation, binding arbitration or non-binding arbitration pursuant to industry standards. The Borough of Fairview, as the contacting unit, has the discretion to choose the particular form of ADR and decide whether it will be binding or non-binding upon the parties.

Whenever a dispute concerns more than one contract, the other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Whenever multiple disputes of a similar nature arise under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

Negotiation: The Engineer and the Contractor shall conduct good faith efforts to resolve any dispute under the provisions of the Contract Documents.

Mediation

(A) In the event that the controversy is not resolved by informal negotiation within thirty (30) calendar days or any mutually agreed extension of time from the first

meeting between the parties, the case shall be referred to a mediator. The mediator shall be an independent civil engineer selected mutually by the parties. If the parties are unable to agree on an independent licensed professional engineer, they shall each select an independent licensed professional engineer who shall in turn agree on a third independent civil engineer who shall be mediator. Mediation shall consist of an informal, non binding conference or conferences between the parties or their representatives and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the base.

(B) The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

Enforcement of these Mediation Procedures: The above steps are deemed Mediation clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney fees and costs in connection therewith.

Post Mediation: Should any dispute remain or exist between the parties after completion of the two-step resolution process set forth above, then either party may pursue any and all remedies available to it at Law or equity. In that event, the period of time between the date a party initiated negotiation pursuant to Step A and the Mediator makes a finding there is no possibility of resolution in Step B shall not be counted in computing any applicable limitations period and each party hereby agrees that the applicable statute of limitations periods shall be tolled during that period.

THE PARTIES EXPRESSLY AGREE THAT THE CONTRACTED WORK SHALL PROCEED AT ITS NORMAL PACE AND AS DIRECTED BY THE ENGINEER DURING THIS ALTERNATE DISPUTE RESOLUTION PROCESS AND THE FACT THAT THE DISPUTE HAS NOT BEEN RESOLVED SHALL IN NO WAY BE DEEMED AN EXCUSE FOR WORK STOPPAGES OR SLOWDOWNS.

Nothing herein shall prevent the Borough of Fairview from seeking injunctive or declaratory relief in court at any time. In addition, the ADR practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A 40A:11-1 et seq.

115.0 DEBARMENT

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. 7:1-5.2.

116.0 PROJECT MEETINGS

The Engineer shall conduct job meetings. Job meetings shall be held weekly, or as specified by the Engineer, at a designated place, at which time and place representatives of the Contractor and the Subcontractors listed by the Contractor in its Bid Form shall be present to discuss all details relative to the installation and progress of the Work.

Attendance at job meetings by the Contractor and the Subcontractors listed by the

Contractor in its Bid Form is mandatory. Failure of the Contractor or any such Subcontractor to attend shall result in the imposition of an assessment of $100.00 per meeting to be set off against each offending Contractor's/ Subcontractor's next requisition for payment and will be deducted from the Contract Sum.

The Contractor shall tape record all job meetings; all such tape recordings shall be typed and copies thereof shall be distributed at the next job meeting; and the tapes shall be delivered to the Owner's designee and become the property of the Owner.

117.0 AS-BUILT DRAWINGS

As-Built Drawings are to comply with NJAC 7 14-22. The successful bidder is required to provide As-Built Drawings upon-completion.

118.0 REFERENCES TO SPECIFIC MANUFACTURERS/PRODUCT LINES

Any references in the specifications and/or plans to a specific manufacturer / product line is for the convenience of the bidders and should not be misunderstood as a directive to only use that manufacturer/product line or that the manufacturer/product line is pre-approved. All manufacturers/product lines, regardless of whether they are called for or not, are required to meet the specifications outlined. It is the responsibility of the contractor to ensure that the manufacturers/product lines bid, regardless of whether they are called for, meet the specifications. Should a manufacturer/product line called for be unable to meet the specifications, it is the contractor's responsibility to find a substitution. All substitutions however must be submitted in accordance with Section 29 in the general conditions on substitutions.

119.0 EQUAL OPPORTUNITY IN CONSTRUCTION CONTRACTS

N.J.A.C. 17:27-3.8 *Mandatory bid specification and contract language for good faith efforts toward achieving equal employment opportunities in construction contracts*

A. Public agencies shall include in contracts and bid specifications the following mandatory language for equal employment opportunities:

1. 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (a)1i and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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:

i. 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. 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 to minority and women workers directly, consistent with the 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 procedures prescribed under (a)2 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.

2. 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)1 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:

i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. 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;

iv. To leave standing requests for additional referral of 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;

v. If it is necessary to lay off any 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 chapter, as well as with applicable Federal and State court decisions;

vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

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

(2) 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 as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (a)3 below.

(3) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (a)2vi(2) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

3. The contractor or subcontractor agrees that nothing contained in (a)2 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 employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 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 workers 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 (a)2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

4. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

N.J.A.C. **17:27-3.6 Mandatory** language for construction bid specifications and contracts

A. A public agency shall include in all bid specifications and contracts for construction the language required by N.J.A.C. 17:27-3.8(a). Also, all bid specifications and contracts for construction that are not subject to a Federally approved or sanctioned affirmative action program shall include the following additional language:

1. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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

> i. 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 all 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;

ii. 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;

iii. 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;

iv. 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. However, if a subcontractor has a total workforce of four or fewer employees or if a contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required in (a) above, except for the language contained in the first sentence of this subparagraph.

B. The public agency shall also include in all construction contracts and bid specifications, the language required by N.J.A.C. 17:27-3.8, unless the exemption provided under N.J.A.C. 17:27-7.1 is applicable.

120.0 BOROUGH OF FAIRVIEW CONTRACT – FORM

CONTRACT AGREEMENT

AN AGREEMENT DATED:

Between the Borough of Fairview, a Municipal Corporation of the State of New Jersey, party of the first part; and

_____
Party of the Second Part

The parties to this Contract, each in consideration of the agreements on the other herein contained, have agreed and hereby agrees as follows:

1. **DEFINITIONS:** Wherever in this Contract the words hereinafter enumerated are used, they shall severally mean and intend what is opposite them:

"THE MUNICIPALITY"	)	The Borough of Fairview
"ENGINEER"	)	Neglia Group
"CONTRACTOR"	)	The party of the second part and the legal Representatives, successors, or assigns, of the said party, or the agent appointed to act for the said party in the performance of the work.

2. **CONTRACT:** The plans and proposals for bids, information for bidders, bid specifications and the drawings, if any, described in the specifications, and the bond are hereby made a part of this Contract with like effect as if herein set forth in full and the term "Contract" as herein used, includes all of said instruments. All work and materials mentioned in the specifications and not shown on the drawings, if any, and all work and materials shown on the drawings, if any, and not mentioned in the specifications, shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings.

The Contract amount is **$**_____ for the

COLUMBUS PARK IMPROVEMENTS PROJECT (BCOS FUNDED)

3. **CONTRACTOR'S OBLIGATIONS:** The Contractor agrees to furnish all the labor, materials, machinery, tools, apparatus and every means of construction necessary and proper for the project and in substantial, workmanlike and satisfactory manner to do and perform all of the work required under this Contract, including the specifications, in strict and full accordance with its requirements, and to receive in full payment therefor, and for all loss or damages arising out of the nature of the work or from action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, the Contract amount, set forth herein, and not to demand, sue for or receive therefor any compensation beyond said Contract Amount.

4. **AWARD OF CONTRACT:** The Contract for the Columbus Park Improvements project will be awarded to successful bidder by the Governing Body in accordance with the requirements of law.

5. **EXECUTION OF CONTRACT, PRE-CONSTRUCTION MEETING AND COMMENCING OF PROJECT**

Four (4) Copies of the Contract will be furnished immediately upon the Governing Body's award of contract. The individual, firm, or corporation, to whom or to which the contract is awarded, shall sign the contract and furnish the necessary bonds and file the same in the office of the Municipal Clerk of Fairview prior to Pre-Construction Meeting for subject project.

A Pre-Construction Meeting for the Columbus Park Improvements project will be held at Fairview Municipal Building, 59 Anderson Avenue, Bergen County, New Jersey 07022. At this time all necessary bonds and contracts should have been signed and filed, as previously mentioned. No Bid Proposals shall be binding upon the Governing Body until the execution of the contract and filing of said bond and acceptance of same by the Governing Body. At the Pre-Construction Meeting the individual, firm, or corporation will furnish to the Project Engineer a schedule of work for subject project.

A commencement date of said project must be established at time of Pre-Construction Meeting. The Contractor shall commence work within seven (7) days from the date of a written notice from the Owner to commence work, and shall continue without interruption until work is completed, except as provided herein.

Work shall continue without interruption until the work is completed, except as provided in Sections 108.14 and 108.15 of the Standard Specifications. The Contractor upon written request to the Engineer is entitled to receive within seven (7) days of said request and authorization to proceed with the work.

6. **MODIFICATION OF CONTRACT:** This Contract, including the specifications here annexed and the drawing herein referred to, if any, may be modified and changed from time to time, as may be agreed in writing between the parties, hereto in a manner not materially affecting the substance thereof, nor materially increasing the amount to be paid, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

7. **EXTRA WORK:** No claim for extra work or materials shall be made by or will be allowed to the Contractor, unless the same shall have been done or furnished under a written order by the Engineer, given before the performance of such additional work or the furnishing of such additional materials.

   All claims for additional work or materials in any month shall be made to the Engineer, in writing before the 15th day of the following month. By failing to make such claims within the specified time, the Contractor waives any right for extra pay for such additional work or materials.

8. **ENGINEER TO DECIDE:** Each and every feature of the execution of this Contract including all work to be done and materials to be furnished hereunder shall be subject to the inspection and approval of the Engineer. The Engineer is authorized and empowered to reject and refuse any and all materials offered under or in fulfillment of this Contract that in their opinion may fail in any way particular to comply with the requirements thereof. The Engineer shall give all orders or directions contemplated by this Contract or in relation to the execution or any of the provisions thereof. Orders and directions given to the superintendents and foremen having immediate charge of the men employed on the particular work in relation to which such orders are given shall be deemed to have been given to the Contractor and shall be obeyed by such superintendents and foremen. To prevent disputes and litigation, the Engineer shall determine all questions in relation to said work and construction thereof and shall decide every question which may arise relative to the execution of this Contract on the part of the Contractor. The Engineer shall explain any doubt as to the meaning of intention of this Contract. The Engineer's decision shall be final and conclusive upon the Contractor and in case any question shall arise between the parties hereto touching on the Contract, such decisions shall be a condition precedent to the right of the Contractor to receive any money thereunder.

9. **ACCESS TO WORK AND PLACES OF MANUFACTURE:** The Engineer and their inspectors and agents shall at all times have access to the work and premises used by the Contractor and to all places of manufacture where materials are being used or fabricated for determining that all such materials are being made strictly in accordance therewith. The Contractor shall provide all necessary assistance to the Engineer when required for inspection or verification of work done, without charge or expense to the Municipality.

10. **REJECTED MATERIALS:** Any materials furnished or work done, which in the opinion of the Engineer does not comply with the Contract, shall be immediately removed and satisfactorily replaced by the Contractor, at their own expense. The Contractor should neglect or refuse to remove or replace the same within ten (10) days, when notified to do so by written order, then the Engineer may remove or cause the same to be removed and satisfactorily replaced by Contract or otherwise, as the Engineer may deem expedient, and charge the expense thereof to the Contractor.

11. **INSPECTION BY ENGINEER:** Upon request of the Engineer, the Contractor shall at any time before or after the completion of the work, made such openings over any part thereof as the Contractor may be directed in writing to do so and shall thereafter restore the work so disturbed to the satisfaction of the Engineer. Should the work be found faulty in any respect the whole of the expense incurred shall be defrayed by the Contractor. In cases where the work is removed and not found faulty, the Municipality will pay for the removal and restoration of such work at the unit prices for similar work specified for any such work. The Municipality will pay for such part of the actual cost thereof, as determined by the Engineer.

12. **DEFECTIVE WORK AND MATERIALS:** The inspection or approval of the work shall not relieve the Contractor of any of their obligations to fulfill this Contract as herein prescribed, and defective work shall be made good; and unsuitable materials may be rejected notwithstanding that such work or materials has been previously overlooked by the Engineer and accepted or estimated for payment or that payments have been made upon them.

13. **CONTRACTOR'S EMPLOYEES:** The Contractor shall employ competent and faithful individuals to execute the Contract. The superintendents and foremen shall have a knowledge of the English language sufficient to enable them to understand and execute orders given by the Engineer. Wherever the Engineer shall inform the Contractor in writing that any man engaged in the work is, in their opinion, disobedient, disorderly, disrespectful, incompetent or unethical, or that superintendents or foremen have an inadequate knowledge of the English language, the Contractor shall not further employ such individual upon any of the work.

14. **TIME:** Time is of the essence of this Contract. The work under the Contract shall be substantially completed within:

All proposed improvements associated with Columbus Park Improvements project shall be completed within One Hundred Eighty (180) calendar days from the issuance of notice to proceed, including any and all awarded alternates.

The work consumed by the Contractor in wholly completing the Contract, which shall include the furnishing of all material, shall be determined from the date of the signing of this Contract. The Contractor shall carry on the work with such force and in such manner and order as may be directed by the Engineer.

The Contractor shall fully and entirely perform this Contract before the expiration of the number of consecutive working days specified in the Proposal. The Engineer shall determine the time, expressed in days or parts of days consumed by the Contractor in the full completion of the Contract. Sundays and holidays on which no work is done shall be excluded from the said determination.

The Engineer shall also determine what act or omission on the part of the Municipality temporarily interrupted or delayed the prosecution and completion of the work, or to what extent weather conditions interrupted or interfered with the performance of the work. No claim for extra compensation or for damages shall be made by or allowed to the Contractor for such delays. Such time allowances, as shall be determined by the Engineer, which resulted from acts or omissions on the part of the Municipality, or delays beyond the control of the Contractor, shall be deducted from the days consumed in the entire completion of the Contract, and the Engineer shall issue a certificate in writing of said calculated allowances. The Engineer's determination and certificate thereof shall be binding and conclusive upon the Contractor.

15. **LIQUIDATED DAMAGES:** In case the Contractor shall fail to complete the work hereunder in accordance with the term of this Contract within the time aforesaid, the Contractor shall pay to the Municipality the sum specified in the specifications for each and every working day that the time consumed in such completion may exceed the time herein before allowed for that purpose, which said sum, in view of the difficulty of ascertaining the loss which the Municipality will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon and determined by the parties hereto as the liquidated damages that the Municipality will suffer by reason of delay in the performance of the work hereunder and not as a penalty.

16. **WAIVER:** Neither the inspection of the Municipality or Engineer or any of its employees, nor any order, measurement or certificate of the Engineer, nor any order by the Municipality or the payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or Municipality or any extension of time, nor any possession taken by the Municipality or its employees shall operate as a waiver or any provision of this Contract, or of any power herein reserved to the Municipality, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver or any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided. The Municipality shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

17. **SUSPENSION:** The Municipality reserves the right of suspending the whole or any part of the work, if it shall deem it for the best interest of the Municipality so to do, without compensation to the Contractor for such suspension, other than extending the time for contemplating the work, as much as it may have been in the opinion of the Engineer, delayed by such suspension. During such suspension, all materials delivered upon, but not placed in the work, shall be neatly piled so as not to obstruct public travel, or shall be removed from the site of the work at the direction of the Engineer, and unless so removed by the Contractor within ten (10) days of written notice from the Engineer, they may be removed at the Contractor's expense.

18. **PARTIAL USE IN WORK:** The Municipality shall have the right to use and place in use any of the work as soon as the same is available, and such use shall not be considered as an acceptance of the work or any part thereof, nor shall it affect the maintenance period, where such period is called for in this Contract.

19. **MAINTENANCE PERIOD:** The period of maintenance for all work shall be **two years** from the date of final completion and acceptance of the entire project.

20. **REPAIRS:** If at any time during the progress of the work, or during the period of maintenance, any repairs to any part of the work, in the opinion of the Engineer, due to defects in material and workmanship, shall be required, the Engineer shall, by mail or in person, notify the Contractor to make the repairs so requested. If the Contractor shall neglect to make satisfactory repairs within three (3) days from the date of the notice, or if the required repairs are so urgent in character as to preclude incurring the delay incident to the issuing of said notice and awaiting action by the Contractor, then the Municipality has the right to employ such other persons or persons as may be deemed proper to make the repairs at the expense of the Contractor.

21. **LIABILITY OF CONTRACTOR, ETC.:** The Contractor shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting on account of the character of the work, or because of the nature of the land in or on which the work is done is different from that which was estimated or expected, or on account of weather, elements, fires, or other causes; and the Contractor shall assume the defense of, and indemnify the Municipality, and save harmless the Municipality and its officers and agents, from all claims relative to labor and materials furnished for the work; to inventions, patents, and patent rights used during the work; to injuries to any person or corporation received or sustained by or from the Contractor and their employees in doing the work or in consequence of any improper materials, implements of labor, or labor used therein; and to any act, omission or neglect of the Contractor and their employees therein. The Contractor shall be responsible for any and all damage to existing structures or equipment at the site of the work and shall at their own expense repair all such damage.

22. **PAYMENTS WHEN MADE:** The Contractor will not be entitled to demand or receive payment for any portion of the work or materials unless the same shall be fully completed in the manner set forth in this Contract, and such completion shall be duly certified in writing by the Engineer to the Municipality and until each and every one of the stipulations herein before mentioned are complied with. A certificate setting forth the date of completion and acceptance shall be issued to the Contractor by the Engineer and a copy of it filed with the Clerk. The said date of completion shall determine the commencement of the maintenance period. The Municipality will pay and hereby binds itself to pay to the Contractor on or before the expiration of thirty days from the filing in the office of the Clerk of said final Ninety-eight (98%) percent of the monies accruing to the Contractor under this Contract.

The remaining two (2 %) percent of the cost of the work shall be retained for two years after the date of completion of the work as certified by the Engineer. Within ten days after the expiration of the maintenance period, the Engineer shall file with the Clerk, provided that any repairs as necessitated by defects in material or workmanship, as directed by the Engineer, shall have been made, the last and final certificate and voucher, signed by the Engineer. Upon filing of said certificate and voucher, the Municipality will pay to the Contractor the whole of the sum retained or such part thereof as may remain after the expense of making repairs in the manner prescribed herein shall have been paid therefrom.

A guarantee bond in the penal sum of twenty-five (25%) percent of the amount of the final estimate will be acceptable by the Municipality instead of the retention of the two (2%) percent. This bond shall be duly executed and delivered to the Municipality within ten days after the Contractor has been notified by the Engineer that the final estimate is ready for payment. Should the Contractor fail to file and execute this bond within the time limited, then the Municipality will retain the two (2%) percent as noted above.

23. **PARTIAL PAYMENT:** In order to enable the Contractor to execute the work advantageously, the Engineer may from time to time, as work progresses, but not more often than once a month, make in writing an estimate, such in their opinion, shall be just and fair, of the amount of the work done by the Contractor in the performance of this Contract on their part, and of the value thereof under and according to the terms of this Contract. No allowance will be made in these estimates for materials furnished and delivered until such materials shall have been permanently incorporated in the work. The first estimate will be of the amount of the work done since the Contractor commenced the performance of this Contract on their part, and every subsequent estimate, except the final one, will be of the amount of work done since the last preceding estimate was made. Such estimates of amount and quality will not be required to be made by strict measurement, but they shall be made by measurement or by estimation, or partly by one and partly by the other, and it shall be sufficient if they are approximate only and estimates so called. Upon each estimate being made and certified by the Engineer in writing and filed with the Clerk, the Municipality will pay the Contractor Ninety-eight (98%) percent of the amount stated in such estimate or certificate. The value of the work herein certified to have been done in each such estimate shall amount to more than one thousand dollars ($ 1,000).

24. **DEDUCTIONS:** Any amount at any time due the Municipality from the Contractor under the Contract, or under any law or ordinance, including liquidated and other damages and amounts which the Municipality is entitled to deduct hereunder, and any expense for repairs or otherwise which the Municipality or any agent thereof is authorized to incur on behalf of the Contractor, shall be deducted, retained and paid by the Municipality out of the monies due or to become due the Contractor under this Contract, or if such monies are not sufficient, the additional money shall be furnished by the Contractor and if the Contractor refuses and neglects to provide the same they shall be provided by the sureties.

25. **ABANDONMENT:** If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, or shall so certify in writing to the Council, that the performance of the Contract is unnecessary or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this Contract for its completion, the Council may notify the Contractor not to resume or to discontinue all work, or any part thereof, under this Contract, by a written notice to be served upon the Contractor as provided in this Contract. Thereupon the Contractor shall not resume or shall discontinue the work, or such part thereof, and the Municipality shall thereupon have the power to contract for the completion of this Contract in manner

prescribed by law, or to place such and so many persons as they may deem advisable, by contract or otherwise, to work at and complete the work herein described, or such part thereof, and to use such materials that they may find at the work site, and to procure other materials and labor, materials and equipment of the Contractor. The expense so charged shall be deducted and paid by the Municipality out of such monies as would have been available and payable under this Contract if it has been completed by the Contractor and they shall and will pay the amount of such excess to the Municipality; but, in case such expense and liquidated damages shall be less than the amount which would be payable to the Contractor if they had completed the Contract, the Contractor shall be entitled to receive the difference, subject however, to all other terms, covenants and conditions of said Contract.

Upon making the aforesaid written notice to the Contractor to discontinue all or any part of the work, for the purposes and reasons hereinbefore specified, no equipment and materials shall be removed so long as the same may be wanted by the Municipality to complete the work. In the computation of liquidated damages for delay in completion of the work, the time taken by the Municipality or allowed to the new Contractor to whom the Contract for the completion of the work may be awarded, as well as the time taken in advertising and awarding such new contract, shall be added to the time consumed by the Contractor up to the date when the Municipality shall have taken the action provided in this clause, and from such total time shall be deducted for the time allowed in this Contract for its completion. Then the particular part of the work which the Contractor has been previously directed to discontinue is being completed by the Municipality under the terms of another Contract or otherwise, as herein provided, the Contractor agrees to execute and continue the remainder of the work in conformity with the terms of this Contract and in such manner as in no way to hinder or interfere with the persons or work-men employed by the Municipality, as above provided. In the event the Municipality - undertakes to have the work or any part thereof performed under this clause of the Contract, its certificates as to the amount of the work performed, its cost, and of the excess cost, if any, of completing the work called for under this Contract shall be binding and conclusive upon the Contractor, their assigns and their sureties.

26. **NON-ESTOPPEL:** The Municipality shall not, nor shall any department or officer thereof be precluded or estopped, by any return or certificate made by the Engineer or other officer, agent or appointee of the Municipality under any provision of this Contract from any time (either before or after completion and acceptance of the work and payment therefore pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this Contract, or for showing at any time that any such return or certificate is untrue or incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Specifications; and that the Municipality shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance herewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

27. **TRADE NAMES AND PATENTS:** Whenever an article of any class of materials is specified by the trade name of any particular patentee, manufacturer or dealer, or by reference to the catalogue of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or materials described or other equal thereto in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended.

28. **LAWS AND ORDINANCES:** The Contractor shall keep themself fully informed of, and shall at all times observe and cause their agents and employees to observe, all laws and ordinances, Federal, State, or Municipal, affecting those engaged or employed in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract by the Contractor or any of their agents, in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall at all times themself observe and comply with, and shall cause their agents and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees, and the Contractor shall protect and indemnify the Municipality and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by themself or by their employees.

29. **GUARDS AND WARNING SIGNS:** The Contractor shall place proper guards and warning signs for the prevention of accidents, and shall put and keep at night suitable and efficient lights where necessary to prevent accidents or injuries to the person or property of another, and if warning signs and lights are inadequate or subject to displacement or removal, a watchman shall be located to insure maintenance of the proper safeguards. They shall indemnify and save harmless the Municipality from all sorts of suits of action, and damages or costs of every name and description to which the Municipality may be subjected, or put by reason of injury to the person or property of another, resulting from the negligence or carelessness on the part of the Contractor, their servants or agents. The Contractor, under this Contract, as may be considered necessary by the Engineer, may be retained by the Municipality until all suits or claims for damages (if they arise) shall be settled or disposed of and evidence to that effect furnished to the satisfaction of the Municipality.

30. **OTHER CONSTRUCTION:** Prior to or during the progress of the work under this Contract the Engineer reserves the right to undertake or grant permits for any construction of or making repairs to any structure or appurtenances thereof on or about the site of the work, and for such purposes or any other purpose, the Engineer reserves the right of suspending work on any part of the work during construction of same, without compensation to the Contractor for such suspension other than extending the time for completing the work as it may have been, in the opinion of the Engineer, delayed by such suspension. The Contractor shall not interfere with or place any impediment in the way of the person or persons who may be engaged therein but shall carry on the work herein specified in such manner as to afford all reasonable facilities for doing such work.

31. **LABOR LAWS:** The Contractor shall comply with the provisions of all labor laws or "codes" and that no laborer, workman, or mechanic in the employ of the Contractor, or other person doing or contracting to do the whole or any part of such work, shall not be permitted or required to work more than eight hours in any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life and property; that the wages paid for a legal day's work to all classes of such laborers, workmen, or mechanics, upon all such work, or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for the day's work in the same trade or occupation in the locality within the region where such work is final or in completed form is to be situated, erected or used; and in the like event that this Contract shall be voided and of no effect unless the person or corporation making or performing the same shall comply with the provisions of all "labor laws" and "codes" relating to the work under this Contract.

32. **WORKMAN'S COMPENSATION LAWS:** This Contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this Contract, the employees engaged thereon, in compliance with the provisions of the Workman's Compensation Laws and Acts mandatory thereof, if the Contract shall fall within the purview of the said law.

33. **ASSIGNMENTS:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or any part thereof, or their right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the Municipality endorsed upon or attached to the copies of this Contract filed in the office of the Clerk of the Municipality; and the Contractor shall not assign, by power of attorney or otherwise, any of the monies due, or to become due and payable under this Contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract, or of their right, title, or interest therein, or any of the monies to become due under this Contract to any other company or corporation, this Contract may, at the option of the Municipality be revoked and annulled, and the Municipality will thereupon be relieved and discharged from any and all liability and obligation growing out of the same to the Contractor, and to their assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of their creditors made pursuant to the statutes of the State of New Jersey.

34. **LIENS:** The Contractor shall pay promptly, and in cash, for all labor employed upon materials furnished and used in the work and no lien or encumbrance shall be placed upon the property under any provision of any lien law, or in favor of or upon the suit or proceedings at law by any labor or material man. If at any time before or within thirty (30) days after the whole work herein agreed to be performed, and all labor and material herein agreed to be delivered, have been performed or delivered or completed or accepted by the Municipality, any person claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Engineer and with the Clerk any such notice as is described in the lien law or any other law of the State of New Jersey, then, and in every such case, the Municipality shall retain,

anything herein contained to the contrary thereof notwithstanding, from the monies under its control and due or grow due under this agreement, so much of said monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the persons filing such notice. Together with the reasonable cost of any action brought to enforce such claims, or the lien created by the filing of such notice. The monies so retained shall be retained by the Municipality until the lien thereon created by said act and the filing of said notice shall be discharged, pursuant to the provisions of said act.

35. AFFIRMATIVE ACTION PLAN:

(a) If awarded a contract, the successful bidder/vendor will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and N.J.A.C. 17:27 et seq.

(b) All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the Borough's contract, one of the following:

Goods, Professional Services 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 Borough and the Division of Contract Compliance and Equal Employment Opportunity in the Public Contracts ("Division"), (see Attachment #5)
   This approval letter is valid for one year from the date of issuance, or
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with the N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough 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 #6) The period of validity of the Certificate is indicated on its ace. Certificates must be renewed prior to their expiration date in order to remain valid, or
3. The successful vendor shall complete and 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 Borough (see Attachment #7). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Equal Employment Opportunity (EEO/Affirmative Action (AA) evidence must be submitted.

Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 (see Attachment #8) 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 A-202 (see Attachment #9) once a month thereafter for the duration of the contract to the Division and to the Borough's compliance officer.

After notification of award, but prior to signing a construction contract, the Equal Employment Opportunity (EEO)/Affirmative Action (AA) evidence must be submitted. The Borough shall retain the Affirmative Action evidence in their files for review by the Division.

For all goods, services and professional service vendors, vendors shall comply with the affirmative action language of Exhibit A (see Attachment #3).
For all construction contracts, the successful bidder shall comply with the affirmative action language of Exhibit B (see Attachment #4).

Attachment 3

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form of AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Attachment 4
(REVISED 4/10)

EXHIBIT B

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 for 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 the 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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:

EXHIBIT B (*Cont.*)

(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 Treasure 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 be 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.

(2) To notify any minority and women workers who have been listed with its 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 or 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 possess the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(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 Division, 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 Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA-201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

EXHIBIT C

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-B
Name of Form:	**MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990**
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 et seq.)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

The contractor shall note that all the attachments noted in the above requirements are provided within the instruction to bidders within this document.

36. **SERVICE OF NOTICE:** The residence or place of business of the Contractor given in the bid upon which this Contract is found, is hereby designated as the place where all notices, including letters and other communications shall be served, mailed, or delivered. Any notice addressed to the Contractor at such place, and either delivered or deposited in a post-paid wrapper in any post office box regularly maintained by the United States, shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall preclude or render inoperative service of any notice upon the Contractor by delivering it to the Engineer personally, (or in case of a partnership to one of the partners or to their agent in charge of any part of the work or to any employee found on the work.) In addition, where the Contractor is a corporation, such notice may be delivered to any of its officers and directors.

37. **SURETIES UNDER CONTRACT:** Should the Municipality at any time deem the sureties under the Contract to be unsatisfactory, and they so notify the Contractor, the Contractor shall forthwith submit in substitution new sureties acceptable to the Municipality, no further payment shall be deemed due or shall be made until the sureties shall qualify and be accepted by the Municipality.

38. **ARBITRATION CLAUSE:** With respect to any dispute arising out of a contract defined as a construction contract pursuant to N.J.S.A 40A:11-50, the parties hereby agree that they shall submit to non-binding arbitration. When a dispute arises, a party shall serve upon the other Demand for Arbitration and nominating its arbitrator. Within ten days of receipt of the demand, the answering party shall respond in writing nominating its arbitrator. The two arbitrators shall, within ten days, select a third and neutral arbitrator. The arbitration shall be held within twenty days of the selection of the neutral or such other agreed upon time frame. A majority of the arbitrators shall decide the dispute and enter an award in writing. Either party may set aside the arbitration by rejecting the award in writing within thirty days of the receipt of the award. Each party will share equally in the expense of the neutral arbitrator. The arbitrators shall employ the powers conferred upon them pursuant to N.J.S.A. 2A:23A-1, et seq.

IN WITNESS WHEREOF, the Mayor & Council of the **Borough of Fairview** authorizes its corporate seal to be hereto affixed and for this contract to be signed by the Mayor and Clerk by virtue of a resolution adopted _____, and the said Party of the Second Part _____ has caused its corporate seal to be affixed hereto, and these presence signed by its President and attested by its Secretary.

BOROUGH OF FAIRVIEW:

Dated: _____ Attested: _____

By: _____ By: _____

Clerk Mayor

PARTY OF THE SECOND PART: _____

Dated: _____ Attested: _____

By: _____ By: _____

121.0 PERFORMANCE, PAYMENT AND MAINTENANCE BOND - FORM

Bond No. _____

KNOWN BY THOSE PRESENT, that we, the undersigned, _____, as principal; and _____a corporation organized and existing under the laws of the State of _____ as sureties, are hereby held and firmly bound unto the BOROUGH OF FAIRVIEW, in the penal sum of _____, the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, Sealed and Delivered, this _____day of _____, Two Thousand Twenty-Five.

The condition of the above obligation is such, that whereas, the above named principal did on the _____ of _____, 2025, enter into a contract with the BOROUGH OF FAIRVIEW, which said contract is made a part of this, the bond, the same as though set forth herein.

Now, if the said_____, shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having as just claim, as well as for the obligee herein; then this obligation shall be voided; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such condition and provisions were fully incorporated in the form set forth above.

ATTEST:

_____ By_____
Secretary President
(Name of Corporate Surety)

ATTEST:

_____ By_____
Secretary President

122.0 AUTHORIZATION TO PROCEED – FORM

BOROUGH OF FAIRVIEW

Certified-Return Receipt Requested
0000 0000 0000 0000

PROJECT TITLE:

COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)
BOROUGH OF FAIRVIEW
BERGEN COUNTY, NEW JERSEY

CONTRACTOR: _____

ADDRESS: _____

GENTLEMEN:

Please Take Notice that effective _____ you are hereby authorized to proceed with construction of the above named project. The contract time for this project is _____ days. All work must be complete within this time.

Submit to the Borough, within seven (7) days of receipt of this document, the construction sequence for this project.

_____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

REFER TO: Instructions to Bidders, Section 28.0

NOTE: Not to be issued until confirmation is received from Municipal Council that the Contract has been duly executed and that all insurance and bonding requirements have been met.

BID DOCUMENTS

The attached Bid Documents must be completed and returned in accordance with Section 1:0 Bids of the Instruction to Bidders. See Bidders' Checklist for required information.

Please do not submit written bid in the bound Specification book. The applicant shall submit completed photocopies of the required documents.

BIDDER'S CHECKLIST

_____

COMPANY NAME

Bids with *material omissions or defects* will be rejected inasmuch as the public bidding laws dictate that no *material element* of a bid may be provided after bids are opened. Notwithstanding anything to the contrary, the Borough of Fairview reserves the right to waive any *minor irregularity* in a submitted document if: (A) the waiver will not deny the Borough of Fairview of its assurance that the contract will be entered into, performed and guaranteed according to specification requirements; and (B) if the waiver will not adversely affect competitive bidding by placing the bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition

The following documents must be submitted in order for the Bid to be accepted as complete.

Initial each item:

_____ BIDDER'S PROPOSALS
_____ PERFORMANCE SECURITY [N.J.S.A. 40A:11-23.2(b)] WITH:
_____ BID BOND (Bond, Cashier's Check, or Certified Check) [N.J.S.A. 40A:11-21] (N.J.S.A. 40A:11-14)
_____ CONSENT OF SURETY [N.J.S.A. 40A:11-22] with Power of Attorney
_____ BID ACCEPTANCE
_____ PROPOSAL FORM I
_____ PROPOSAL FORM II
_____ CONTRACTOR'S PROOF OF INSURANCE
_____ STATEMENT OF OWNERSHIP DISCLOSURE [N.J.S.A. 52:25-24.2]
_____ NON-COLLUSION AFFIDAVIT [N.J.S.A. 52:34.15]
_____ COPY OF CONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE [N.J.S.A. 52:32-44]
_____ COPY OF CONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE [*N.J.S.A.34:11-56.51]*
_____ IDENTIFICATION OF SUBCONTRACTORS
FAILURE TO IDENTIFY SUBCONTRACTORS IF REQUIRED BY N.J.S.A. 40A:11-16 and 40A:11-23.2 IS A FATAL FLAW
_____ COPY OF SUBCONTRACTOR'S PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE
FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.2
_____ COPY OF SUBCONTRACTOR'S BUSINESS REGISTRATION CERTIFICATE
FOR ALL SUBCONTRACTORS REQUIRED TO BE NAMED BY N.J.S.A. 40A:11-16 and 40A:11-23.
_____ CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT
AGC DOCUMENT NO: 220, 1990
_____ IRAN CERTIFICATION FORM (*NOW DUE PRIOR TO THE TIME CONTRACT IS AWARDED*)
_____ CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
_____ EXPERIENCE QUESTIONNAIRE
_____ ACKNOWLEDGEMENT OF E.E.O. & A.D.A. OBILIGATIONS
_____ CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL E.E.O. LAWS
_____ AFFIRMATIVE ACTION REQUIRED EVIDENCE UNDER N.J. LAW (N.J.A.C. 17:27)
_____ COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

BIDDERS PROPOSAL
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

FOR: **COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)**

TO: Borough of Fairview
59 Anderson Avenue
Fairview, New Jersey, 07022

The undersigned, having visited the site of the proposed work and having familiarized themself with the existing conditions at the site and with other local conditions affecting the cost of the Work and having carefully examined the Contract Documents, including the plans and specifications, as prepared by the Engineer, do hereby propose to furnish all labor, materials, tools, equipment and insurance required by the Contract Documents, to pay all applicable taxes, but not including New Jersey State Sales and Use Tax, and to furnish all materials as specified in the aforesaid Contract Documents and all addenda thereto, and to complete the Work set forth in the Contract for the project referenced above.

The following documents are enclosed with this bid:

A. Bid Bond, certified check or cashier's check for ten percent (10%) of the Base Bid, not in excess of $20,000.

B. Consent of Surety, indicating that the Surety Company will provide the Bidder with the Performance, Payment and Maintenance Bond.

TIME TO COMPLETE: If awarded the Contract, we will substantially complete the work included in our Contract within:

All proposed improvements associated with the Columbus Park Improvements project shall be completed within One Hundred Eighty (180) calendar days from the issuance of notice to proceed, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

The Borough and Project Engineer can direct appropriate seeding time frames, as required.

BIDDERS PROPOSAL (CONT.)
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

FOR: **COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)**

TO: Borough of Fairview
59 Anderson Avenue
Fairview, New Jersey, 07022

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

PERFORMANCE SECURITY

Bid Bond N.J.S.A. 40A:11-14

Consent of Surety N.J.S.A. 40A:11-22

(Must be completed for bid to be accepted.)

Accompanying this proposal is a:

(Check One)

_____ Certified Check - (Made payable to the Borough of Fairview)

_____ Cashier's Check - (Made payable to the Borough of Fairview)

_____ Bid Bond - (Acceptable to the Borough of Fairview)

for the sum of ten percent (10%) of the bid amount (not to exceed $20,000.00), namely:

_____ ($_____)

which the undersigned agrees will be forfeited as liquidated damages, and not a penalty, in the event this proposal in the sum of:

_____ ($_____)

if found to be the lowest submitted in the manner required and is accepted by the Borough of Fairview, and if the undersigned shall fail to execute a contract with the Borough of Fairview, under the conditions of this proposal, and to furnish the Performance Bond required within the time provided to the undersigned.

The undersigned is a:

(Check One)

_____ Corporation

_____ Partnership

_____ Individual

_____ Limited Liability Company

Formed under the Laws of the State of _____

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

NOTE: Please staple the Certified Check or Cashiers Check or alternate form of Bid Bond to this page.

NOTE: Please staple a Consent of Surety (N.J.S.A. 40A:11-22) to this page. A valid and effective Power of Attorney authorizing the attorney-in-fact to execute the Consent of Surety on behalf of the surety for the full amount of the bid price must accompany the Consent of Surety.

CONSENT OF SURETY

KNOW ALL MEN 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 _____

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 N.J.S.A. 2A: 44-147, the Performance Bond and the labor and material obligations each to be in an amount equal to 100 % of the Contract price, and each to be conditioned so as to indemnify the Borough of Fairview 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 _____, 2025.

(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.)

BID ACCEPTANCE

(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

If written notice of the Acceptance of Bid is mailed, telegraphed or delivered to the undersigned within 60 days after the date of opening of the bids, or any time thereafter before bids are withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in the "Standard Contract Form" and provide the required Performance and Payment Bond in accordance with the Specifications and bid, as accepted.

We understand that, upon written request, the bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

ADDENDUM RECEIPT

Receipt of the following addenda to the Specifications and Drawings is acknowledged:

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

ADDENDUM NO. _____ **DATED** _____

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

DATE: _____

NOTE: If Bidder is a corporation, write State of Incorporation above; if a partnership, give full names of all partners.

PROPOSAL FORM I

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	L.S.	Mobilization/Demobilization _____ Dollars _____ Cents	$_____	$_____
2.	1	L.S.	Clearing Site _____ Dollars _____ Cents	$_____	$_____
3.	1	L.S.	Maintenance and Protection of Traffic _____ Dollars _____ Cents	$_____	$_____
4.	1	L.S.	Earthwork _____ Dollars _____ Cents	$_____	$_____
5.	1	L.S.	Soil Erosion and Sediment Control Measures _____ Dollars _____ Cents	$_____	$_____
6.	710	L.F.	Construct 9” x 18” Concrete Curb _____ Dollars _____ Cents	$_____	$_____
7.	605	S.Y.	HMA Milling, 3” or Less _____ Dollars _____ Cents	$_____	$_____
8.	90	TONS	Hot Mix Asphalt Surface Course, Mix 9.5M64 _____ Dollars _____ Cents	$_____	$_____
9.	220	S.Y.	Dense Graded Aggregate Base Course, 6” Thick _____ Dollars _____ Cents	$_____	$_____

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
10.	100	C.Y.	Excavation, Unclassified (If and Where Directed) _____ Dollars _____ Cents	$_____	$_____
11.	90	S.Y.	Construct Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
12.	170	S.Y.	Construct Concrete Sidewalk, Reinforced, 6" Thick _____ Dollars _____ Cents	$_____	$_____
13.	1	UNIT	Furnish and Install 8' High, 5' Wide Single Swing Gate _____ Dollars _____ Cents	$_____	$_____
14.	1	UNIT	Furnish and Install 8' High, 12' Wide Double Swing Gate _____ Dollars _____ Cents	$_____	$_____
15.	1	UNIT	Furnish and Install 8' High, 10' Wide Double Swing Gate _____ Dollars _____ Cents	$_____	$_____
16.	1	UNIT	Reset Existing Casting _____ Dollars _____ Cents	$_____	$_____
17.	1	UNIT	Reset Existing 24" x 24" Pedestrian Safe Catch Basin _____ Dollars _____ Cents	$_____	$_____
18.	8	UNIT	Furnish and Install Bench, 6' Wide with Backrest _____ Dollars _____ Cents	$_____	$_____
19.	4	UNIT	Furnish and Install Picnic Table, Movable with Seating _____ Dollars _____ Cents	$_____	$_____
20.	4	UNIT	Furnish and Install 8' Wide Aluminum Players Bench with Backrest _____ Dollars _____ Cents	$_____	$_____

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
21.	4	UNIT	Furnish and Install Basketball Hoop Pole Cushion _____ Dollars _____ Cents	$_____	$_____
22.	1,340	S.Y.	Construct Acrylic Basketball Court Surfacing _____ Dollars _____ Cents	$_____	$_____
23.	1,550	L.F.	Install White High Performance Acrylic Paint, 2" Thick Court Striping _____ Dollars _____ Cents	$_____	$_____
24.	110	L.F.	Construct Basketball Court Flexible Expansion Joint _____ Dollars _____ Cents	$_____	$_____
25.	440	S.F.F.	Construct Concrete Block Retaining Wall with Brick Face _____ Dollars _____ Cents	$_____	$_____
26.	100	S.F.F.	Construct Concrete Block Retaining Wall _____ Dollars _____ Cents	$_____	$_____
27.	1	L.S.	Construct Composite Wood Deck and Associated Railing _____ Dollars _____ Cents	$_____	$_____
28.	155	L.F.	Furnish and Install 8' High Chain Link Fence _____ Dollars _____ Cents	$_____	$_____
29.	55	L.F.	Furnish and Install Black Aluminum Decorative Handrail _____ Dollars _____ Cents	$_____	$_____
30.	1,365	S.Y.	Install Poured-In-Place Playground Safety Surface _____ Dollars _____ Cents	$_____	$_____
31.	1	L.S.	Furnish and Install Gametime Hansen Island Playground Structure _____ Dollars _____ Cents	$_____	$_____

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
32.	1	L.S.	Furnish and Install Gametime Stadium Playground Structure _____ Dollars _____ Cents	$_____	$_____
33.	1	L.S.	Furnish and Install Gametime Thrive 450 Outdoor Gym Adult Playground Structure _____ Dollars _____ Cents	$_____	$_____
34.	1	L.S.	Furnish and Install Gametime Thrive 250 Outdoor Gym Adult Playground Structure _____ Dollars _____ Cents	$_____	$_____
35.	1	L.S.	Furnish and Install Gametime Lateral Pulldown Adult Playground Structure _____ Dollars _____ Cents	$_____	$_____
36.	1	L.S.	Furnish and Install Gametime Chest Press Adult Playground Structure _____ Dollars _____ Cents	$_____	$_____
37.	1	L.S.	Furnish and Install Little League Scoreboard, Complete _____ Dollars _____ Cents	$_____	$_____
38.	1	L.S.	Furnish and Install Up-Lighting for Existing Flagpole _____ Dollars _____ Cents	$_____	$_____
39.	1	L.S.	Construct 20' x 40' Pavilion, Furnish and Install Associated Amenities _____ Dollars _____ Cents	$_____	$_____
40.	1	L.S.	Furnish and Install New Water Fountain _____ Dollars _____ Cents	$_____	$_____
41.	320	L.F.	Construct 8" Thick Pressure Treated Timber Walls _____ Dollars _____ Cents	$_____	$_____
42.	1	L.S.	Furnish and Install Bocce Court Polyethylene Turf Surface _____ Dollars _____ Cents	$_____	$_____

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
43.	45	C.Y.	¾" Clean Crushed Stone _____ Dollars _____ Cents	$_____	$_____
44.	50	S.F.F.	Concrete Wall Repair (If and Where Directed) _____ Dollars _____ Cents	$_____	$_____
45.	1	UNIT	Clean and Televise Existing 24" x 24" Pedestrian Safe Catch Basin _____ Dollars _____ Cents	$_____	$_____
46.	1	UNIT	Clean and Televise Existing 8" Vitrified Clay Sanitary Pipe _____ Dollars _____ Cents	$_____	$_____
47.	1	L.S.	Clean Existing Building Roof Leaders and Gutters _____ Dollars _____ Cents	$_____	$_____
48.	1	UNIT	Reconstruct Existing 24" x 24" Yard Inlet _____ Dollars _____ Cents	$_____	$_____
49.	14	L.F.	Furnish and Install 4" HDPE Pipe _____ Dollars _____ Cents	$_____	$_____
50.	94	L.F.	Furnish and Install 12" HDPE Pipe _____ Dollars _____ Cents	$_____	$_____
51.	1	UNIT	Construct Doghouse Manhole _____ Dollars _____ Cents	$_____	$_____
52.	1	UNIT	Furnish and Install Stormwater Cleanout _____ Dollars _____ Cents	$_____	$_____
53.	1	UNIT	Furnish and Install Diverter Valve _____ Dollars _____ Cents	$_____	$_____

BASE BID: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
54.	11	UNIT	Tree Removal, Over 6" to 12" Diameter _____ Dollars _____ Cents	$_____	$_____
55.	1	L.S.	Site Electric Work _____ Dollars _____ Cents	$_____	$_____
56.	25	S.Y.	Topsoil and Sodding, 4" Thick _____ Dollars _____ Cents	$_____	$_____
57.	1	L.S.	Landscaping Improvements _____ Dollars _____ Cents	$_____	$_____
58.	1	ALLOW	Contract Allowance for Utility Relocation Two Thousand Five Hundred Dollars Zero Cents	$ 2,500.00	$ 2,500.00
59.	1	ALLOW	Contract Allowance for Testing and Disposal of Unsuitable Soils Five Thousand Dollars Zero Cents	$ 5,000.00	$ 5,000.00
60.	1	ALLOW	Contract Allowance for Unforeseen Conditions Twenty Five Thousand Dollars Zero Cents	$ 25,000.00	$ 25,000.00
61.	1	L.S.	Final Cleanup _____ Dollars _____ Cents	$_____	$_____

_____

TOTAL AMOUNT BASE BID: ITEMS 1-61 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID: ITEMS 1-61 (IN WORDS)

PROPOSAL FORM II

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

ALTERNATE BID 1: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1,725	S.Y.	HMA Milling, 3” or Less _____ Dollars _____ Cents	$_____	$_____
2.	200	TONS	Hot Mix Asphalt Surface Course, Mix 9.5M64 _____ Dollars _____ Cents	$_____	$_____
3.	4	UNIT	Furnish and Install 24” x 24” Pedestrian Safe Grate _____ Dollars _____ Cents	$_____	$_____

_____

TOTAL AMOUNT ALTERNATE BID 1: ITEMS 1-3 (IN FIGURES)

_____

TOTAL AMOUNT ALTERNATE BID 1: ITEMS 1-3 (IN WORDS)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 (IN WORDS)

PROPOSAL FORM III

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

ALTERNATE BID 2: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	140	S.Y.	Construct Concrete Sidewalk, 4" Thick _____ Dollars _____ Cents	$_____	$_____
2.	90	L.F.	Construct 9" x 18" Concrete Curb _____ Dollars _____ Cents	$_____	$_____

_____

TOTAL AMOUNT ALTERNATE BID 2: ITEMS 1-2 (IN FIGURES)

_____

TOTAL AMOUNT ALTERNATE BID 2: ITEMS 1-2 (IN WORDS)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 + ALTERNATE BID 2 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 + ALTERNATE BID 2 (IN WORDS)

PROPOSAL FORM IV

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Borough reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Borough. In the event of a tie between two or more low responsible bidders, the Borough reserves the right to make an award to any of the tie bidders.

SCHEDULE OF PRICES

ALTERNATE BID 3: COLUMBUS PARK IMPROVEMENTS (BCOS FUNDED)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	L.S.	Existing Bathrooms Renovation (Fixtures, Partitions, Hardware) _____ Dollars _____ Cents	$_____	$_____

_____

TOTAL AMOUNT ALTERNATE BID 3: ITEM 1 (IN FIGURES)

_____

TOTAL AMOUNT ALTERNATE BID 3: ITEM 1 (IN WORDS)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 + ALTERNATE BID 2 + ALTERNATE BID 3 (IN FIGURES)

_____

TOTAL AMOUNT BASE BID + ALTERNATE BID 1 + ALTERNATE BID 2 + ALTERNATE BID 3 (IN WORDS)

CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to carry as a minimum the coverages described below, with insurance underwritten by a company or companies licensed to do business in the State of New Jersey. The Contractor is also required to verify that all of its sub-contractors carry the coverages listed in the minimum limits shown, and to obtain and maintain Certificates of Insurance from all such sub-contractors verifying the existence of coverage.

Worker's Compensation Insurance

Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of the State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employees' Liability, coverage will be limited as respects employees subject to the New Jersey Worker's Compensation Law, and not less than $1,000,000 for other employments or exposures.

Commercial General Liability Insurance

Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of ISO CG0001 as filed with and approved by the New Jersey Department of Banking and Insurance. This form may not be restricted in coverage by any endorsement attached to the policy, unless such limiting endorsements are made known in the contractor's bid response. Policy limits shall not be less than:

$1,000,000 Each Occurrence
$ 100,000 Fire Legal Liability
$1,000,000 Personal and Advertising Injury Liability
$2,000,000 General Aggregate**
$2,000,000 Completed Operations/Products Liability Aggregate

** The General Aggregate shall apply separately for each project or location of the Contractor.

The Borough of Fairview and Neglia Group shall be named as an Additional Insured under Contractor's Policy using ISO Endorsement Form CG2010 Additional Insured – Owners, Lessees, or Contractors (Form B). This coverage shall be primary, including defense of the Borough of Fairview. Contractor is also reminded that the General Conditions include a Hold-Harmless Agreement from the Contractor in favor of the Borough of Fairview.

Business Auto Liability Insurance

Coverage shall be provided under the latest Standard ISO Form CA0001 as filed with and approved by the New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 "Any Auto" or Symbol 2 "All Owned Autos," Symbol 8 "Hired Vehicles" and Symbol 9 "Non-Owned Vehicles." Should the Contractor neither own nor lease any automobiles, Symbol 8 and Symbol 9 are a minimum requirement. Coverages shall not be less than $1,000,000 Combined Single Limit (CSL).

The Borough of Fairview shall be named as an Additional Insured.

Umbrella Liability Insurance – Bids Exceeding $250,000

Contractor shall carry Umbrella Liability Insurance in a limit not less than $5,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described primary policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

Umbrella Liability Insurance – Bids Less Than or Equal To $250,000

Contractor shall carry Umbrella Liability Insurance in a limit not less than $1,000,000 Each Occurrence and Annual Aggregate. This policy shall not be more restrictive than the coverage provided under the above-described primary policies, unless such limiting endorsements are made known in the Contractor's bid response. In the event

of exhaustion of Primary Limits, this policy shall drop down and act as primary until the exhaustion of its limits.

Owner's & Contractor's Protective Liability (OCP) Insurance – Required on all Bids Exceeding $250,000

A separate Owner's and Contractor's Protective Liability insurance policy shall be provided. The minimum limit of liability shall be $5,000,000 per occurrence for combined Bodily Injury/Property Damage, with a $5,000,000 Aggregate limit of liability. The policy is to be written for the benefit of The Borough of Fairview, its officers and employees, with The Borough of Fairview as a Named Insured. The Contractor shall provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability insurance policy.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended and unendorsed commercial general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage, unless such limiting endorsements are made known in the Contractor's bid response.

At the time of presentation of Contractor's Bid for this project, Contractor shall include a Certificate of Insurance verifying that the Coverage requested above is in full force and effect. Contractor's Certificate of Insurance shall also verify notice of not less than 30 day's cancellation of coverage or non-renewal of coverage for any reason, with a 10- day notice of cancellation for non-payment of premium.

In lieu of a Certificate of Insurance, the bidding Contractor (as Principal), and the Contractor's Insurance Company Representative, may execute the following Consent of Insurance:

Whereas, _____, as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Borough of Fairview, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

Now, therefore be it known that, if the Borough of Fairview shall accept the bid of the Principal, and the Principal shall enter into a contract with the Borough of Fairview in accordance with the terms of such bid, we the undersigned hereby state that we will provide the Principal with the insurance coverage as set forth above:

Commencement of Coverage – All required insurance coverages must be in effect no later than 12:01 A.M. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

_____

Bidder's Company Name

Sworn to and Subscribed this

_____ _____ day of _____, 202_

Authorized Signature on Behalf of Principal

_____ _____

Print Name Notary Public

INSURER:

_____

Insurance Company's Name

_____

Authorized Signature on Behalf of Insurance Company

STATEMENT OF OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2

This Statement shall be completed, certified to, and included with the Bid submission. Failure to submit the required information is cause for automatic Rejection of the Bid.

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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (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	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF (10%) OR GREATER OWNERSHIP IN THE STOCK-HOLDERS, 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 ten (10%) percent 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 ten (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 ten (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	Home Address (for Individuals) or Business 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 ***Borough of Fairview*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***the Borough*** to notify the ***Borough*** 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 Borough*** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

STATE OF NEW JERSEY)
) ss:
BOROUGH OF FAIRVIEW)

I, _____ of the Borough of _____
(Name) (Municipality)
of full age, being duly sworn according to law on my oath depose and say that:

I am a _____
(partner, officer, etc.)

of the firm of _____
(Firm)

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

DATE: _____

Sworn and subscribed to before me this

_____ day of _____, 202_

_____
(Notary Public)

_____
(My Commission Expires)

BUSINESS REGISTRATION CERTIFICATE(S)

N.J.S.A. 52:32-44

Effective September 1, 2004 (pursuant to P.L. 2004, C-57), all business organizations that do business with local government contracting units must register with the Department of Treasury/Division of Revenue to obtain a Business Registration Certificate.

All bidders must submit a copy of their Business Registration Certificate with their bid. In addition, the bidder must also include the Business Registration Certificate of all named or listed subcontractors in a construction bid as part of the bid submission.

The Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

The Borough of Fairview plays no part in the registration process. Registration form BRC [08-01], copies of the Act and other relevant information are available by contacting the New Jersey Division of Revenue's Client Registration activity at:

Telephone: (609) 292-1730

E-Mail: www.state.nj.us/treasurery/revenue/busregcert.htm

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE(S)

N.J.S.A. 34:11-56.48

"The Public Works Contractor Registration Act" (PWCRA) set forth in N.J.S.A. 34:11-56.58 et seq, requires that all contractors and named subcontractors, bidding on or engaging in public work as set forth in N.J.S.A. 34:11-56.25, must register with the Department of Labor prior to submitting price proposals or engaging in certain public works contracts that exceed the prevailing wage threshold in the prevailing wage law (N.J.S.A. 34:11-56.26 et seq).

The term "contractor" is defined in the Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business or successor thereof who enters into a contract which is subject to the provision of "New Jersey Prevailing Wage Act," N.J.S.A. 34:11-56.25, et seq and includes any subcontractor or lower tier subcontractor as defined herein. It also includes out-of-state contractors.

It has been determined by the Borough of Fairview that the provision of service described in this bid is subject to "The Public Works Contractor Registration Act" and that all prospective bidders must submit a copy of the contractor's **Public Works Contractor Registration Certification (PWCRA)** *as well a Public Works Contractor Registration Certificate for any subcontractor listed in their bid package.*

Pursuant to Local Finance Notice 2004-9 dated 4/28/04, the term "received" means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

The Borough of Fairview plays no part in the registration process. Registration forms, copies of the Act and other relevant information are available by contacting the:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P.O. Box 389
Trenton, NJ 08625-0389

Telephone: (609) 292-9464
FAX: (609) 633-8591
e-mail: contreg@dol.state.nj.us

IDENTIFICATION OF SUBCONTRACTORS
N.J.S.A. 40A:11-16
(Must be completed for bid to be accepted.)

Instructions:
The bidder must complete this form when using subcontractor(s) for trade work required to be identified pursuant to N.J.S.A. 40A:11-16 (electrical, plumbing, mechanical, steel or ornamental iron work). It is the bidder's responsibility to comply with N.J.S.A. 40A:11-16.

The bidder states herein that the following are the names and addresses of all subcontractors it will retain for the performance of trade work required to be identified pursuant to N.J.S.A. 40A:11-16. The bidder shall also submit evidence of performance security by the way of a Consent of Surety guaranteeing performance of the subcontract by the subcontractor(s) listed herein.

Evidence of performance security may be supplied by the bidder on behalf of itself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the total amount of the bid.

The bidder shall not be permitted to substitute a subcontractor after submission of proposal.

NOTE: The bidder shall submit at the time of the bid, the Public Works Contractor Certificate and the New Jersey Business Registration Certificate for all named subcontractors.

Insert bidder's name for any required trade the bidder intends to perform "in-house" without the use of a subcontractor.

(1) **Trade**: _____

Subcontractor: _____

License #: _____

Address: _____

Surety Company: _____

(2) **Trade**: _____

Subcontractor: _____

License #: _____

Address: _____

Surety Company: _____

(3) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(4) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(5) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

(6) **Trade**: _____

Subcontractor: _____

Address: _____

Surety Company: _____

The Bidder, by signing below certifies the accuracy of the above information:

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____
TITLE: _____
ADDRESS: _____
_____

DATE: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter "Vendor[i]") 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[ii]. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.
Description of Prohibited Activity *(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

Definitions

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

[ii] Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

EXPERIENCE QUESTIONNAIRE
(MUST BE COMPLETED FOR BID TO BE ACCEPTED)

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

The Contractor is to fill out the:

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, noted as AGC DOCUMENT NO: 220, 1990, included as an attachment, and produced by: THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA.

(THE ATTACHMENT MUST BE COMPLETED AND RETURNED, WITH THE BID, FOR BID TO BE ACCEPTED).

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

_____

DATE: _____

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

The contents of this statement are CONFIDENTIAL.

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

_____

_____

Telephone _____

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.

Submitted to:
Name: _____
Address _____

_____

_____

Telephone _____

Project Name and Description (if applicable)

_____

_____

_____

_____

Contactor's General Business Information

Check If:

__ Corporation __ Partnership __ Joint Venture __ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

_____

_____

b. List of Executive Officers

Name Title

_____

_____

_____

_____

_____

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

If Partnership:

a. Date and State of Organization

_____

_____

b. Names of Current General Partners

_____

_____

c. Type of Partnership

__ General __Publicly Traded

__ Limited __ Other (describe): _____

If Joint Venture:

a. Date and State Organization

_____

_____

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

_____

_____

_____

_____

If Sole Proprietorship:

a. Date and State of Organization

_____

_____

b. Name and Address of Owner or Owners

_____

_____

_____

_____

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

_____

_____

_____

4. Is your organization a member of a controlled group of corporations as defined in i.R.C. Sec. 1563?
__Yes __ No

If yes, show names and addresses of affiliated companies.

_____

_____

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it? ___ Yes ___ No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to the Contractor in their own name or when acting as a principal of another organization?
__Yes __ No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
__Yes ___ No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

_____

_____

10. If required, can your organization provide a bid bond for this project? ___ Yes ___ No

11. What is your approximate total bonding capacity?

__ $500,000 to $2,000,000

__ $2,000,000 to $5,000,000

__ $5,000,000 to $10,000,000

__ $10,000,000 or more

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

_____

_____

_____

_____

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank _____

Address _____

_____

_____

Account Manager _____

Telephone _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____
TITLE: _____
ADDRESS: _____
_____

DATE: _____

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

BOROUGH OF FAIRVIEW

SCHEDULE A

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address and Phone

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Contract Priced	Amount Completed	Date of Scheduled Completion	Reference/Contact Include Address and Phone

SCHEDULE C- PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction

ACKNOWLEDGMENT OF OBLIGATIONS UNDER EQUAL EMPLOYMENT OPPORTUNITY LAWS AND AMERICANS WITH DISABILITIES ACT OF 1990

I Hereby Certify That _____
Name of Bidder

Has Submitted a Bid for the **Columbus Park Improvements (BCOS Funded)**

On This _____Day of _____, 2025 and agrees and acknowledges its obligation to execute a contract with mandatory provisions for Equal Employment Opportunity and the Americans with Disabilities Act of 1990 attached hereto.

_____
Authorized Signature

_____
Title

Subscribed and sworn to before me this

_____ Day of _____ 2025.

Notary Public of

My commission expires: _____, 20_____.

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub- contractor as it fulfills its affirmative action obligations under this contract and in accordance with

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

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

1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non- discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
6) To adhere to the following procedure when minority and women workers apply or are re-ferred to the contractor or subcontractor:

(i) The contactor 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 apprentice- ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be re- quired 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 web- site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the 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 re- quested 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.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(MUST BE READ BY BIDDER)

The Contractor and the *Borough of Fairview* do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by Public Entities in all services, programs, and activities provided or made available by Public Entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the *Borough of Fairview* 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 *Borough of Fairview* 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 *Borough of Fairview*'s grievance procedure, the Contractor agrees to abide by any decision of the *Borough of Fairview* which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the *Borough of Fairview* or if the *Borough of Fairview* 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 *Borough of Fairview* 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 *Borough of Fairview* or any of its agents, servants, and employees, the *Borough of Fairview* shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the *Borough of Fairview* or its representatives. It is expressly agreed and understood that any approval by the *Borough of Fairview* 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 *Borough of Fairview* pursuant to this paragraph. It is further agreed and understood that the *Borough of Fairview* 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 *Borough of Fairview* from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL EQUAL EMPLOYMENT OPPRTUNITY LAWS

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

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

Prime or Subcontractor's Name:_____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES_____ NO_____

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES _____ NO_____

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

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.

YES _____ NO_____

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

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

_____

Name and Title of Signer (Please Type)

_____ _____

Signature Date

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

N.J.A.C. 17:27

If awarded a Contract, all Procurement and service Contractors will be required to comply with the requirements of N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the Contract or receipt of the Contract, whichever is sooner, the Contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the United States Department of Labor that the contractor has an existing Federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA-302).

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (Form AA-201) for any contract award that meets or exceeds the Public Agency bidding threshold.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES THE AFFIRMATIVE ACTION REGULATIONS OF N.J.A.C. 17:27.

The following questions must be answered by all Bidders:

1. Do you have a Federally-Approved or Sanctioned Affirmative Action Program?

YES _____ NO _____

If YES, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If YES, please submit a copy of such certificate.

The undersigned contractor certifies that they are aware of the commitment to comply with the requirements of N.J.A.C. 17:27 and agrees to furnish the required documentation pursuant to the law.

NAME OF 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.A.C. 17:27within the time frame.

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

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?

   YES_____ NO_____

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?

   YES_____ NO_____

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?

   YES_____ NO_____

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.

   Bidders Name: _____

   Bidder's Signature: _____

   Date: _____

TECHNICAL SPECIFICATIONS FOR COLUMBUS PARK IMPROVEMENTS
(BERGEN COUNTY OPEN SPACE FUNDED)

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This project shall be governed by the "New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction 2019" using U.S. Customary English Units except as noted in the following specification.

Payment descriptions within the following specifications prevail over the "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019."

All unit prices shall be in accordance with the Bidder's Proposal. Any unit prices not included in the Bidder's Proposals shall be assumed distributed across all unit prices.

Any references in this specification to a specific product line or proprietary item, it is understood that the specification refers to that product or an approved equal. The lack of the phrase "or approved equal" does not imply that the specified product is the only product that will be allowed. However, it will be the successful bidder's burden to prove that an alternate product meets the specification called for.

Should there be a conflict between the plans and specifications, the items shall govern in the following order.

- Addendums to the bid to include changes to the plans
- Supplemental (Technical) Specifications
- Plans

SECTION 011100 – CONTRACT ALLOWANCE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this Contract this item shall be utilized by the contractor for unforeseen conditions and utility coordination associated with this project including any materials, services or appurtenances not specifically described in the specifications but as required for completion of the project. All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for the unknown areas of the work or other facilities not specified, but necessary to complete the work not called for or shown on the plans.

1.2 ALLOWANCE FOR UNFORESEEN CONDITIONS

A. The work shall include the portion of the stipulated amount, as indicated in the Proposal as an allowance for unforeseen conditions as directed and approved by the Engineer.

B. Submittal Requirements

1. The Contractor shall provide all invoices from labor, subcontractors and material to the Engineer for his review and approval. The Contractor shall not be reimbursed under the allowance for any work, which he/she has not demonstrated is part of the work authorized by the Engineer.
2. The Contractor shall not proceed with the work associated with the cash allowance until all costs associated with the work have been authorized in writing by the Engineer.

1.3 ALLOWANCE FOR UTILITY RELOCATION

A. The work shall include the portion of the stipulated amount, as indicated in the Proposal as an allowance for the work related to relocating any and all existing utilities found on the site both prior to and during construction. All work shall be done as directed and approved by the Engineer.

1.4 CONTRACT ALLOWANCE FOR TESTING AND DISPOSAL OF UNSUITABLE / CONTAMINATED MATERIALS.

A. The work shall include the portion of the stipulated amount, as indicated in the Proposal as an allowance for the work specified with Section 012110 and Section 310000.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The actual charges made will be the contractor's costs calculated in accordance with the Bid Items or if not included in these items, costs shall be agreed to in writing prior to the initiation of services under the item **CONTRACT ALLOWANCE FOR UNFORESEEN CONDITIONS, CONTRACT ALLOWANCE FOR TESTING AND DISPOSAL OF UNSUITABLE SOILS,** and **CONTRACT ALLOWANCE FOR UTILITY RELOCATION** in the **BASE BID** Proposal.

**This item is intended to be utilized to compensate the contractor for the unknown areas of the work or other facilities not specified, but necessary to complete the work not called for or shown on the plans.*

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing modifications for those items as ordered by the Engineer in writing.

Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount shall not be paid by the owner to the Contractor. To qualify for payment, work must be ordered by the Engineer in writing.

END OF SECTION

SECTION 012110 – TESTING AND DISPOSAL OF UNSUITABLE / CONTAMINATED MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work shall consist of excavating, temporary stockpiling, testing, and disposing of all materials excavated, inclusive of any volatile organic compounds, and non-hazardous contaminated materials which are required to be exported from the site to construct to the proposed grades and/or materials that are unsuitable for backfill as set forth at NJAC 7:14-2.13 and at the discretion of the engineer and not considered to be solid waste pursuant to NJAC 7:26-1.6.

a. It shall be noted that all materials on-site which are to be exported shall be considered non-hazardous contaminated material and shall be tested and disposed of in accordance with this section and other applicable sections herein.

b. Stockpile locations will be chosen by the owner for the project within the Borough of Fairview.

c. 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, hay bailing and stone covering.

d. Contractors are advised that disposal sites and/or receiving sites are subject to review and approval by the Project Engineer. The disposal sites and/or receiving sites, as well as all related costs, shall be approved by the Project Engineer.

e. Excess excavated material which is not considered to be solid waste pursuant to NJAC 7:26-1.6 shall be removed from the site and disposes of it at an approved site in accordance with the following:

i. Disposal sites selected by the contractor shall be approved by the project sponsor prior to their use. The project sponsor, may, at its discretion, 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 shall be obtained from the property owner, to be obtained by the Contractor.

PART 2 – PRODUCTS – N/A

PART 3 – EXECUTION - N/A

PART 4 – PAYMENT

4.1 QUANTITY & PAYMENT

A. Payment for Testing & Disposal of Unsuitable Soils shall be made on a reimbursement for all work within the allowance price given for item **CONTRACT ALLOWANCE FOR TESTING AND DISPOSAL OF UNSUITABLE SOILS** in the **BASE BID** Proposal, which price shall include the cost of excavating, temporary stockpiling, testing, and disposing of all nonhazardous contaminated materials excavated that are unsuitable for backfill as set forth at NJAC 7:14-2.13 and at the discretion of the engineer and not considered to be solid waste pursuant to NJAC 7:26-1.6., any and all materials, all labor and equipment and all else necessary and incidental thereto.

All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for the unknown soil testing, stockpile, storage and disposal not specified, but necessary to complete the work not called for or shown on the plans.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing modifications for those items as ordered by the Engineer in writing.

Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount of this allowance shall not be paid by the owner to the Contractor. To qualify for payment, work must be ordered by the Engineer in writing. Contractor shall submit a price for said work for review by engineer prior to proceeding.

END OF SECTION

SECTION 013220 – SUBMITTALS

PART 1 – GENERAL

1.1 DESCRIPTION

A. This section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data, and Samples.

B. Shop Drawings:

1. Shop drawings as specified in individual work sections include, but are not necessarily limited to, data such as fabrication and drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, coordination of drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.
2. All shop drawings submitted by subcontractors for approval shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
3. The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials and details to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.
4. All details on shop drawings submitted for approval shall show clearly the elevations of the various parts to the main members and lines of the structure and where correct fabrications of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

C. Product Data:

1. As specified in individual sections, include but are not necessarily limited to standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specifications and installation instructions and manufacturer's printed statements of compliances and applicability, catalog cuts, product photographs, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommend spare parts listing, and printed product warranties, as applicable to the Work.

D. Samples:

1. Samples specified in individual sections include but are not necessarily limited to physical examples of the work, such as sections of manufactured or fabricated work, of pattern swatches and as applicable to the Work.

E. Contractor's Responsibilities:

1. The Contractor shall review shop drawings, product data and samples prior to submission to determine and verify the following: Field measurements, field construction criteria, catalog numbers and similar data, and conformance with the specifications.
2. Each shop drawing, working drawing, sample and catalog submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor: "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."
3. Notify the Owner in writing, at the time of submittal, of any deviations in the submittals from the requirements of the contract documents.
4. No portion of the work requiring a shop drawing, working drawing, sample or catalog data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
5. Project work, materials, fabrication and installation shall confirm with approved shop drawings, working drawings, applicable samples and catalog data.

F. Submission Requirements:
   1. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other Contractor.
   2. Number of submittals required:
      a. Shop Drawings – submit three (3) copies.
      b. Product Data – submit three (3) copies.
      c. Samples – submit the number stated in the respective Specification Section.
   3. Submittals shall contain:
      a. The date of submission and the dates of any previous submissions.
      b. The project title and number.
      c. Contractor identification.
      d. The names of the Contractor, Supplier and Manufacturer.
      e. Identification of the product, with the specification section number.
      f. Field dimensions, clearly identified as such.
      g. Relation to adjacent or critical features of the Work or materials.
      h. Applicable standards, such as ASTM or Federal Specification numbers.
      i. Identification of deviations from Contract Documents.

j. Identification of revisions or resubmittals.

k. An 5-inch by 4-inch blank space for Contractor and Engineer Stamp.

G. Resubmission Requirements:

1. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.

2. Shop Drawings and Product Data:

a. Revise initial drawings or data and resubmit as specified for the initial submittal.

b. Indicate any changes which have been made other than those requested by the Engineer.

3. Samples: submit new samples as required for initial submittal.

H. Distribution:

1. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer. Number of copies shall be as directed by the Engineer but shall be a minimal of three (3) copies.

I. General Procedure for Submittals:

1. Coordination of Submittal Times – Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabricating, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the work.

2. Workmanship Bonds – Where specific units of work require the issuance of a bond or similar provision, as a means of assuring the Owner that certain possible failures of the work to perform as represented will be rectified at someone else's expense, submit fully executed bond backed by a surety company acceptable to the Owner and in the principal amount indicated. Include information sheet for the Owner's maintenance/operating personnel outlining proper procedures in case of failure or other instances which might affect the validity of the bond; list names, addresses and telephone numbers for the Owner's emergency and follow-up in connection with the implementation of each bond.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment shall be made for the above item. The cost of the above described work shall be included in the overall price bid for the various applicable items in the Proposal.

END OF SECTION

SECTION 013233 – PRE-CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall furnish photographs, taken by a professional photographer acceptable to the Engineer, to show the condition of the site prior to construction, as well as to show the progress of the work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Prints of pre-construction and construction photographs shall be 3 inch by 5-inch size, mounted on cardboard and provided with reinforced 1inch wide flap, punched with 2 holes for binding, spaced 4 ¼ inches apart. The binding flap shall be located along the 8-inch dimension, and at the lower right hand corner on the front. The title shall include the name of the photographer, name of the project, contract number, station or other description, direction of view and date the picture was taken. The photographs shall also be numbered consecutively. Negatives of all photographs shall be furnished to the Engineer.

PART 3 – EXECUTION

3.1 METHODS OF PHOTOGRAPHS

A. Pre-construction photographs shall be taken where directed by the Engineer to especially note the character of all easements and the condition of any structures, lawns, trees, streets, sidewalks, etc., which might be damaged, and shall average at least one photograph for each 50 feet of street or easement in the contract. The Engineer shall be provided with one matte print of each photograph. A minimum of thirty-six construction photographs shall be taken each month at regular intervals while the work is in progress. Photographs shall be taken at such times and at such locations as may be determined by the Engineer. One matte print of each picture taken during the month shall be submitted to the Engineer at the time of submitting the periodic estimate for progress payment.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment shall be made for the above item. The cost of the above described work shall be included in the overall price bid on the project.

B. Contractors are advised that damage claims by property owners, which cannot be disputed by pre-construction photographs, will be required to restore the claimed damage. Therefore, pre-construction photos will be required, and furnished to the engineer. Separate payment will not be made for pre-construction photos and shall be included in the various bid items.

C. Should the Contractor fail to take pre-construction photos, any property damage complaints received will be repaired by the contractor at no cost to the owner.

END OF SECTION

SECTION 014126 – REGULATORY PERMITS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Neglia Group will apply for and obtain approval from the Bergen County Soil Conservation District. A copy of said approval will be provided prior to commencement of construction.

B. The Contractor shall not exceed the approved limits of disturbance shown on the plans. If the Contractor requires additional area in which to construct the proposed improvements, Bergen County Soil Conservation District re-approval will be required, the cost of which shall be borne by the Contractor, at no additional expense to the Borough of Fairview, the Owner.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 ADDITIONAL REGULATORY PERMITS REQUIRED

A. If the Contractor requires additional area in which to construct the proposed improvements Bergen County Soil Conservation District re-approval will be required. The cost of obtaining any required Bergen County Soil Conservation District re-approval shall be borne solely by the Contractor, at no additional expense to the Owner.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No payment will be made for this item. The cost of obtaining any Bergen County Soil Conservation District re-approval shall be borne solely by the Contractor, at no additional expense to the Owner.

END OF SECTION

SECTION 015526 – MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this Contract this item shall mean that the Contractor shall provide for the safe passage of vehicles and pedestrians for safe ingress and egress to properties abutting the right-of-way within the limits of the project, including but not limited to the use of police officer-man hours, flagmen, cones, barrels, etc., in any and all areas where contractor deems it necessary. The portion of the project which is opened to traffic shall be kept in such condition that traffic is adequately accommodated. Contractor must provide for emergency vehicle access during construction until project has been completely turned over to the Borough of Fairview and keep on-site telephone numbers of all local emergency personnel. Access to the DPW shall be provided at all times unless otherwise coordinated with the DPW.

B. This item shall also include the maintenance and protection of highway traffic and shall include any and all materials necessary to provide for this passage, and that the Contractor shall abide to all of the rules and regulations as set forth in the Traffic Control section of the current New Jersey State Highway Department Standard Specifications, if applicable to the subject location. The Contractor shall be responsible for implementing a detour, if not shown on the plans, in accordance with applicable Sections and Subsections for Detours of the 2019 NJDOT Standard Specifications. Any detour plans and/or new routes shall be submitted to the Borough of Fairview, and Neglia Group for review and approval.

C. Any damage to construction equipment, materials and vehicles are the sole responsibility of the contractor.

D. The contractor may utilize outside agencies to maintain traffic. Any outside agencies must be certified with the Borough of Fairview.

E. The contractor is responsible for all maintenance, safety and protection of traffic until the project is complete and turned over to the project owner. The contractor shall hold harmless the County of Bergen, Borough of Fairview and Neglia Group for any safety incidents during the project construction period.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for Maintenance and Protection of Traffic will be made on a lump sum basis at the price bid for the items **MAINTENANCE AND PROTECTION OF TRAFFIC** within the **BASE BID** Proposal, which price shall include the cost of, any and all materials, all labor and equipment, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 017113 – MOBILIZATION / DEMOBILIZATION

PART 1 – GENERAL

1.1 DESCRIPTION

A. Mobilization / demobilization shall consist of the cost of initiating the contract, including preparatory work and operations, necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and other work performed or costs incurred prior to beginning work and completing work. In any case of inconsistencies with the N.J.A.C. 7:14-2.9, the NJ Administrative Code shall govern.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION – Not Applicable

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for mobilization / demobilization will be made on a lump sum basis, which price shall include the cost of initiating the contract, regardless of the fact that the Contractor may have, for any reason, shut down his work on the Project or moved equipment away from the Project and back again, in accordance with Standard Specifications Section.

Payment will be made in accordance with the following schedule:

- When 5% of the work is completed - 25% of the amount bid for mobilization or 2.5% of the Total Contract Price, whichever is less, will be paid;
- When 10% of the work is completed - 50% of the amount bid for mobilization or 5% of the Total Contract Price, whichever is less, will be paid;
- When 15% of the work is completed – 75% of the amount bid for mobilization or 7.5% of the Total Contract Price, whichever is less, will be paid;
- When 20% of the work is completed – 100% of the amount bid for mobilization or 10% of the Total Contract Price, whichever is less, will be paid upon completion of all work on the project, payment for the amount bid for mobilization in excess of 10% of the Total Contract Price will be made.
- The percentage of work completed shall be the total of payments earned compared to the Total Contract Price. The total of payments earned excludes the amount paid for this item and the amount paid for materials furnished but not incorporated into the work in accordance with Subsection 109.06, as shown on the monthly estimates of the approximate quantities of work done, prepared in accordance with Subsection 109.05.

The lump sum price bid for mobilization / demobilization is limited to the following maximum amounts:

Original Contract Amount
(Including Mobilization)

For More Than	To and Including	Maximum Amount for Item of 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

B. Payment for Mobilization/Demobilization will be made on a lump sum basis at the price bid for the item **MOBILIZATION / DEMOBILIZATION** in the **BASE BID** Proposal which price shall include the cost of, any and all materials, all labor and equipment and all else necessary and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 017123 – CONSTRUCTION LAYOUT

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this item the Contractor shall provide all work required in connection with the layout for construction of the project, using the control points and data furnished by the project Licensed Surveyor.

B. All work shall be constructed according to the lines and grades shown and approved. At the site, the Owner's Engineer will lay-out and mark upon the ground a base line and bench mark, from which the Contractor shall be responsible for staking/laying out the construction lines, in accordance with N.J.A.C. 7:14-2.5. For sewers, the Engineer will lay out and mark suitable number of control points and bench marks, averaging about one every 500 feet. The Contractor shall employ the services of a land surveyor, licensed to practice in this state, for laying out the work, including setting of key or principal stakes, markers and levels, and preparation of cut sheets, if required, on a form approved by the Engineer.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 METHOD OF STAKEOUT

A. The Contractor shall submit all necessary computations to establish the exact position of all the work from the control points furnished by the project Licensed Surveyor, along with construction grade sheets, prepared by a licensed land surveyor hired by the Contractor, to Neglia Group for approval prior to the start of construction.

B. The Contractor shall maintain the line and grade stakes furnished by the project Surveyor for his use in staking out the work. If such control points are damaged, lost, displaced or removed, they shall be reset or replaced at a charge to the Contractor for the actual cost of the work.

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

D. Should any inconsistencies arise during layout by the Contractor's surveyor, Neglia Group must be advised prior to construction. Any downtime costs incurred by the contractor due to inconsistencies will not be absorbed by Neglia Group.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment will be made for Construction Layout. Payment will be made through other items which prices shall include the furnishing of all materials, labor, equipment and all else necessary therefore for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 017329 – SAWCUTTING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Sawcutting shall consist of the cutting of sidewalks, concrete, curbs and pavements of whatever nature in order to maintain a clean finished look when matching into existing areas of concrete and asphalt where directed by Neglia Group.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 MATERIALS – METHODS OF CONSTRUCTION

A. Concrete or bituminous surfaces shall be cut through the entire pavement thickness in a straight, neat line using diamond-tipped blades with water, as approved by Neglia Group.

***PLEASE NOTE THAT JACK-HAMMERED OR BROKEN EDGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment will be made for sawcutting and the cost thereof shall be included in the prices bid for the various items within the bid proposal.

END OF SECTION

SECTION 017423 – FINAL CLEANUP / SITE RESTORATION

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this item the Contractor shall restore the work site and access area to its original condition including, but not limited to removal and resetting of site features, removal and disposal of topsoil, sodding, fences, hedges, re-grading, repairing of drivable areas (both bituminous and concrete), sidewalks, roadways, curbs, cleaning and removal of stockpiles and equipment, any underground electrical conduit and all else not specifically covered elsewhere in these specifications. All damaged concrete sidewalk and curbing shall be restored. Fences required to be removed for the installation or construction of other features within these plans shall be reinstalled to match existing unless otherwise specified by the Engineer. As indicated in the plans, the existing gutters on the concession building shall be cleaned and replaced if needed. The scope of work paid by this item shall include the trimming and pruning of existing trees as indicated within these plans or as directed by the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

NJDOT 2019 Standard Specifications

A. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

B. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;

C. NJDEP SRP – Historic Fill Material Technical Guidance; and

D. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. The site shall be returned to its original condition. Fences shall be reinstalled with posts in concrete footings in accordance with the plans and specifications herein. Hedges shall be reinstalled where possible or replaced in kind and in the same locations as existing. Lawn areas disturbed by Contractor's activities shall be re-graded, topsoiled and sodded as specified by Neglia Group.

B. All pavement and sidewalks, where construction fence was previously located, shall be repaired. Cleaning shall include hand-brooming of sidewalk and pavement areas. Adjacent structures shall be cleaned, as necessary, by a method approved by Neglia Group and/or County Engineers. Sidewalks shall be replaced with concrete walk in evenly-sized slabs, saw-cut where necessary, only to the extent damaged by the construction. Both concrete and bituminous concrete shall be repaired as specified by Neglia Group and/or County Engineers, saw-cut where necessary, only to the extent damaged by the construction. All construction equipment and stockpiles shall be removed from the site and disposed of by the Contractor in a suitable and timely manner.

C. The existing roof leaders and gutters shall be cleaned of any debris, garbage, leaves, etc. This material shall be disposed of in accordance with all applicable regulations. If the gutters or roof leaders have been found in a damaged or deteriorated state, the Contractor shall furnish and install replacement gutters and leaders that shall match existing conditions or an approved equal.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Final Cleanup/Site Restoration for which payment will be made, will be on a lump sum basis for the item **FINAL CLEANUP** and **CLEAN EXISTING BUILDING ROOF LEADERS AND GUTTERS** in the **BASE BID** Proposal, which price shall include the cost of any and all materials, labor and equipment and all else necessary and incidental thereto for completion operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 024113 – SITE CLEARING / DEMOLITION

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this item the Contractor shall remove and dispose of all fences, curbs, walls, sidewalks, asphalt pavement, dirt, stones, concrete, all debris, all else indicated on the demolition plan; the removal of which is required to carry out the work of this project, shall be removed and legally disposed of off-site. The contractor shall perform test pits to locate any uncertainties in existing subsurface structures to determine if these structures interfere or affect the proposed construction.

B. The Contractor shall remove all trees and existing vegetation as indicated on the demolition plan and located within the existing lot lines where the removal of which is required to carry out the work of this project.

C. The Contractors are advised to make a site visit, check the existing site conditions, and determine the detail scope of work for the site clearing before the bidding of this project.

D. This item shall include a perimeter 8-foot chain link construction fence around the entire property, along with access gates, or as directed by the engineer.

E. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. The walls, sidewalk, pavement, curb, unclassified excavation material, and all other such material(s) generated by demolition shall be disposed of outside of the limits of the contract at no extra cost to the Owner.

B. Trees and shrubs removed by the Contractor shall be cut and the roots and stumps, to be removed by grubbing, shall be refilled with suitable material which shall be solidly

compacted so as to make the surface at these points conform to the adjoining grade. No trees shall be cut outside the specified limits without permission of Neglia Group.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Site Clearing for which payment will be made, will be a lump sum basis covering all work of **CLEARING SITE** in the **BASE BID** Proposal, including but not limited to the work specified above. Such price shall include removal of debris, disposal of materials, installation of a temporary construction fence and gates, removal of any and all vegetation and trees measuring less than 2 inches in diameter not quantified on the demolition plan and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

B. The Contractor shall abide by all of the rules and regulations as set forth in Section 201 – Clearing Site of the 2019 NJDOT State Standard Specifications and the respective amendments.

END OF SECTION

SECTION 033000 – CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of fly ash, ground granulated blast-furnace slag, and silica fume.

1.3 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Concrete Design Mixes: For each concrete mix, submit laboratory test reports for concrete materials and concrete mix design on the Concrete Mix Design Submittal Form attached to the end of this section. Each mix design shall be accompanied by either a standard deviation analysis or trial mixture analysis backup in accordance with ACI 318(08) section 5.3. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Steel Reinforcement Shop Drawings: Submit for review shop drawings for all concrete work showing reinforcement, details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement", and as shown on the drawings. Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

D. Material Certificates and/or Material Test Reports: Submit material certificates signed by manufacturers certifying that; or submit material test reports from a qualified testing agency indicating and interpreting test results showing that; each of the following items complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Adhesives.
5. Repair materials

E. Concrete Delivery Tickets: Submit concrete delivery tickets to the field testing agency for each truckload discharged and used in the work, indicating project identification name and number, date, mix type, mix time, quantity, amount of water introduced, and admixtures used.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

B. Field Testing Agency Qualifications: An independent testing agency, acceptable to Engineer, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1 (minimum), according to ACI CP-1.

C. All admixtures and coatings shall comply with the requirements of the local and state codes regarding Volatile Organic Substances.

D. Codes and Standards: Comply with the latest edition of the following, unless more stringent provisions are indicated:

1. ACI 301, “Specification for Structural Concrete.”
2. ACI 117, “Specifications for Tolerances for Concrete Construction and Materials.”
3. ACI 318, “Building Code Requirements for Structural Concrete.”
4. ACI 347R, “Recommended Practice for Concrete Formwork.”
5. Concrete Reinforcing Steel Institute (CRSI), “Manual of Standard Practice.”
6. ASTM C94, “Specification for Ready-Mixed Concrete.”
7. ASTM C618, Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Uses as a Mineral Admixture in Portland Cement Concrete.
8. ASTM C311, Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete.
9. ASTM C989, Ground Granulated Blast-Furnace Slag for Use in Concrete Mortars.
10. Standard Practice ACI 226.R1, Ground Granulated Blast-Furnace Slag as a Cementitious Constituent in Concrete.
11. ACI 303.1, “Specifications for Cast-in-Place Engineering Concrete”

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Deliver materials to site at such intervals to ensure uninterrupted progress of work.

C. Store materials to permit easy access for inspection and identification. Keep reinforcing steel under cover and off the ground using supports. Protect reinforcing steel from rusting, oil, grease, or distortion. The Contractor shall be responsible for any demurrage charges due to failure to unload or store material properly. Do not store materials on the structure in a manner that might cause distortion or damage to the members of the supporting structures. Store grout under cover in unopened bags.

D. Protection: Use all means necessary to protect the materials of this section before, during and after installation and to protect the installed work and materials of all other trades.

E. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 FORM-FACING MATERIALS

A. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without objectionable bow or deflection.

B. Forms for Smooth Exposed Finished Concrete: New Form-facing panels that will provide continuous, straight, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints. Plywood grain ghosting on finish surfaces exposed to view is not acceptable.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    a. B-B (Concrete Form), Class 1, or better, mill oiled, and edge sealed.

C. Forms for Unexposed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Selected form-release agent shall provide concrete surface as required.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

F. Form Ties: Factory-fabricated, removable, or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.
2. Furnish ties that, when removed, will leave holes not larger than 1 inch (25 mm) in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive damp proofing or waterproofing.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

C. Tie Wire: No. 16 American Wire Gage or heavier, black annealed.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

2.4 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, non-air-entraining. All cement shall be one brand, type and color and meet with the Engineer’s approval. All cement shall be from the same source.

1. Provide cement of the following types:
   a. Type I/II
2. The cement shall not contain any ingredients as shown by cement mill certificates which would cause more than 3 percent air to be entrained in the concrete when cement is used in the concrete mix.

3. Cement shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter.
4. No foreign cement (non-domestic cement) shall be permitted in concrete.
5. Brand of cement shall not be changed during progress of job unless approved in writing by Engineer.

B. Fine Aggregate: Fine aggregate shall be clean and washed, natural siliceous sand, consisting of hard, strong, durable, uncoated particles, and shall conform to the requirements of ASTM C-33. Fine aggregate shall not contain deleterious substances, including materials that are deleteriously reactive with the alkalies in the cement.

C. Normal-Weight Coarse Aggregate: Coarse aggregate for stone concrete shall consist of clean, hard, uncoated, strong, durable gravel, or crushed stone, and shall conform to the requirements of ASTM C33, class; Severe weathering region, but not less than 4S. Provide aggregate from a single source for exposed concrete. Provide uniformly graded aggregate and the maximum size of coarse aggregate shall not exceed one-fifth of minimum dimension between forms of member for which concrete is to be used, three-fourths of minimum clear spacing between reinforcing bars or 1 inch, whichever is smaller.

D. Water: Clean, potable, free from all organic materials, strong acids or alkalies, and complying with ASTM C 94.

2.5 ADMIXTURES

A. General: No admixture shall be used in concrete unless specified herein, except with the permission of the Engineer. No changes of admixtures shall be made after design mix approval. Contractor shall provide the services (including any expenses) of the admixture manufacturer's representative to assure proper use of admixtures.

1. Prohibited Admixtures: Only the specified non-corrosive, non-chloride, noncorrosive accelerator shall be used. Calcium chloride, thiocynates, or admixtures containing more than 0.05 percent chloride ions are not permitted.
2. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of the admixture is required from the admixture manufacturer prior to mix design review by the Engineer.

B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. "Air-Mix" or "AEA-92"; Euclid Chemical Company
   b. "Sika Aer"; Sika Corporation
   c. "MB AE 90" or "Micro-Air"; Master Builders

d. “Daravair –1000” or "Darex II"; W. R. Grace & Co.
e. or equal

C. Water-Reducing Admixture: ASTM C494, Type A, and containing not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. "WRDA with Hycol"; W. R. Grace & Co.
   b. "Eucon WR-75" or "Eucon WR-89"; Euclid Chemical Company
   c. "Plastocrete 161"; Sika Chemical Corporation
   d. "Polyheed 997" or "Pozzolith 220-N"; Master Builders.
   e. or equal

D. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C494, Type F or Type G and containing not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. "Sikament - 300"; Sika Chemical Corporation
   b. "Eucon 37"; Euclid Chemical Company
   c. "Daracem-100" or "WRDA-19"; W. R. Grace & Co.
   d. "Rheobuild 1000"; Master Builders.
   e. or equal

E. Water-Reducing, Non-Corrosive, Non-Chloride Accelerator Admixture: ASTM C494, Type C or E, and containing not more than 0.05 percent chloride ions. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. "Accelguard 80"; Euclid Chemical Co.
   b. "Polarset"; W. R. Grace & Co.
   c. "Pozzutec 20" or "Pozzolith NC-534"; Master Builders
   d. “Plastocrete 161FL”; Sika Chemical Corporation
   e. or equal

F. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.05 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. "Eucon Retarder 75"; Euclid Chemical Co.
   b. "Daratard 17"; W.R. Grace & Co.
   c. "Plastocrete 161R"; Sika Chemical Co.

d. "Pozzolith 122R"; Master Builders.
e. or equal

2.6 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

F. Reglets: Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 26 gage galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.

G. Reveals and Chamfer Strips: Polyvinyl chloride, wood, metal or rubber of sizes and at locations indicated.

2.7 WATERSTOPS

A. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch (10 by 19 mm).

B.

1. Products: Subject to compliance with requirements, provide the following:
   a. Adeka Ultra Seal/OCM, Inc.; Adeka Ultra Seal.
   b. Greenstreak; Hydrotite.
   c. Vinylex Corp.; Swellseal.
   d. Or approved equal

2.8 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

C. Submit mix designs for each mix required for use on this project. Each mix design shall be accompanied by a complete standard deviation analysis or trial mixture data and analysis. The mix shall be submitted on the mix design submittal form at the end of this specification section.

D. Design mixes to provide concrete with the following properties, as indicated on the drawings and schedules.

1. 4000 psi 28-day compressive strength: Minimum cement content: 600 lbs/cu.yd. Maximum Water/Cement ratio: 0.44.

E. Air Content: All concrete exposed to freezing and thawing, deicer chemicals and/or required to be watertight or subjected to hydraulic pressure or soil shall have an air content of 5.5% to 8%.

F. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

G. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, for placement and workability in all concrete.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use high-range water-reducing admixture (superplasticizer) in all mixes.
4. Use corrosion-inhibiting admixture in concrete mixes where indicated.

H. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Reinforced foundation systems: Not less than 1" and not more than 4".
2. Concrete containing HRWR admixture (superplasticizer): Between 5" and 9" after addition of HRWR to site-verified 2"-3" slump concrete. Other concrete: Not less than 1" nor more than 4".

I. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant: Revisions to the mix design shall be made at no cost to the Owner and shall be subject to the Engineer's approval. Laboratory test data for revised mix design and strength results must be submitted to and approved by Engineer before being used in work.

2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116 and as herein specified, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
2. Delete the reference for allowing additional water to be added to the batch for material with insufficient slump. Addition of water to the batch will not be permitted.
3. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced, cement content and admixture used.
4. Project-Site Mixing: Project-Site Mixing shall not be permitted without approval from the Engineer.

PART 3 – EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.

B. The design and engineering of formwork, as well as its construction, shall be the responsibility of the Contractor. It shall be the Contractor's total responsibility to insure safety to workmen, public and for the total structure at all times. The Contractor shall be responsible to use firm unyielding supports and provide adjustable devices for setting, wedging, and lending the finished forms in correct alignment and position with all work in conformity with governing building code requirements and these specifications. The Contractor shall be responsible to pay for all costs connected with design of this work (forms, shores, etc.), checking same and certification to Engineer and Building Department. Such form design shall be performed by a professional engineer licensed in the state of the project and experienced in such form design. When the load on the shores exceeds 150 pounds per square foot, or power buggies are used, the Contractor shall certify that the form, shore, and bracing design has been checked and approved by a professional engineer licensed in the state of the project with at least five (5) years experience and installation of this work has been done in conformity with the approved design. The design, tolerance of finished lines and camber to compensate for deflection due to weight of fresh concrete shall conform to ACI-347, "Guide to Formwork for Concrete." Construct forms to slopes, lines and dimensions shown, plumb and straight and sufficiently tight to prevent leakage, securely brace and shore forms to prevent displacement and to safely support construction loads. Provide access openings for cleaning and inspecting forms and reinforcing.

C. Forms, shores, reshores and bracing shall be designed and installed to withstand all vibrations of the concrete when placing same and carry all dead and live loads to which they are subjected.

D. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

E. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

    1. Class A, 1/8 inch for all exposed concrete work.
    2. Class B, 1/4 inch for all other concrete.

F. Construct forms tight enough to prevent loss of concrete mortar.

G. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.

    1. Do not use rust-stained steel form-facing material.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete as shown on drawings.

J. Form openings, chases, offsets, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

K. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

L. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

M. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

N. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

O. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.2 REMOVING AND REUSING FORMS

A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete

is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.

C. Bars with kinks or bends not required shall not be used. The reinforcement shall not be bent or straightened in a manner which would injure the material. The heating of reinforcement for bending or straightening will not be permitted.

D. Bends or hooks unless otherwise shown or required shall be cold formed around pins. Hooks shall be ACI Standard.

E. Reinforcing steel shall be fabricated to the shapes and dimensions shown. Reinforcing steel shall not be spliced at point of maximum stress. Laps shall be wire-tied and not less than 40 diameters, unless otherwise shown. Splices in adjacent bars shall be staggered. Except as otherwise indicated, reinforcing details, the number, type and spacing of supports and minimum concrete covering over steel shall conform to ACI 318.

F. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Shop- or field-weld reinforcement according to AWS D1.4, where indicated.

G. After substantial delay in the work previously started, reinforcing steel shall be inspected and cleaned free from mortar prior to proceeding with the work.

H. No concrete placement shall be allowed when, in Engineer's opinion, insufficient time is provided to review and correct misplaced reinforcing steel.

I. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

J. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging (four feet maximum spacing). Lap edges and ends of adjoining sheets at least two mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated.
2. Form from bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Placement of concrete shall be at such rate that surface of concrete not carried to joint levels will not have attained initial set before additional concrete is placed thereon. The Contractor shall have a means at hand to bring any placement to an emergency construction joint; provide proper shear key and/or dowels, roughening of surface application to form as herein stated if an interruption in the supply of concrete or inclement weather makes such a procedure necessary.

3.5 CONVEYING CONCRETE

A. Concrete shall be conveyed from the mixer to the forms as quickly as possible by methods which will prevent segregation and loss of materials.

B. Delivery carts or buggies where used shall be kept on temporary runaways built over the construction. Runaway supports shall not bear upon reinforcing steel or fresh concrete.

C. Conveyors and pumps shall be capable of expeditiously placing concrete at the rate most advantageous to good workmanship.

D. Except as otherwise specifically approved by the Engineer, placing equipment requiring changes in the concrete materials or design mix for efficient operation shall not be used.

E. Pumps shall be operated and maintained so that a continuous stream of concrete is delivered into the forms without air pockets, segregation of changes in slump. The initial charging slurry shall be wasted. When pumping is completed; concrete to be used remaining in the pipeline shall be ejected without contamination of concrete or segregation of ingredients. After each operation, equipment shall be thoroughly cleaned and the flushing water shall be wasted outside the forms. Pump lines shall have a minimum diameter of 5".

F. Pumps, piping, and other conveying equipment so constructed to allow contact of concrete with aluminum during conveying and pumping shall not be used.

G. All pumped concrete shall contain the specified high range water reducing admixture (superplasticizer).

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work.

B. Before placing concrete, all debris, water and ice shall be removed from the spaces to be occupied by the concrete. Forms shall be treated as previously described and the reinforcement cleaned of ice or other coatings.

C. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Engineer.

D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

E. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners. Use equipment and procedures for consolidation of concrete in accordance with ACI 309 "Guide for Consolidation of Concrete".

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

F. Unless otherwise provided, concrete footings and foundations shall be placed directly on undisturbed or structurally compacted backfill surfaces that are thoroughly moistened but not muddy at time concrete is placed. There shall be no free water present at footing bottoms between time of final excavation to grade and concrete placement.

G. Where established bottoms of footings for bearing as shown on drawings have not been maintained or have been disturbed, all loose material shall be removed to good bottom and the footings may be placed at the lower level with increase in length of vertical reinforcement required to reach the lowered footing or a plain concrete pad may be placed up to the former level of bottom of footing.

H. Placing of concrete in supported elements shall not be started until the concrete previously placed in walls and columns is no longer plastic.

I. Concrete shall not be allowed to drop freely where reinforcing will cause segregation nor shall it be dropped freely more than ten (10) feet for concrete containing the high range water reducing admixture (superplasticizer) or five (5) feet for other concrete.

J. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. It shall be the Contractor's complete responsibility to place and maintain concrete at the specified minimum internal temperature of at least 50° F, for as long as necessary to assure proper strength for safety, stripping and obtaining design strengths with non-excessive deflections. Cold weather requirements regarding class of protection, time period of heat, enclosures, coverings, etc., shall be as required to accomplish the above. When atmospheric temperatures are predicted to fall below 30° F, the Contractor shall obtain approval to pour from Engineer. Class of concrete protection and Contractor's ability to meet all Specification requirements shall determine approval or non-approval.

    1. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50° F and not more than 80° F at point of placement.
    2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
    3. Only the specified non-corrosive non-chloride accelerator shall be used. Calcium chloride, thiocyantes or admixtures containing more than 0.05% chloride ions are not permitted.
    4. Heating Methods: All methods proposed for heating materials, and protecting the concrete shall be subject to approval by the Engineer. Concrete shall never be heated over 90° F will any overheating which would produce a flash set be permitted.

L. Hot-Weather Placement: When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete according to recommendations in ACI 305R and as follows:

1. Cool ingredients before mixing to maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
4. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.
5. When high temperatures, low humidity and dry winds create conditions suitable for plastic cracking, the evaporation retarder may be required to be applied by spraying one or more times during the finishing operation.

3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: For formed concrete surfaces not exposed-to-view in the finished work. As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas with fins or other projections completely removed and smoothed.

1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting or similar system.

C. Smooth Rubbed Finish: Apply smooth rubbed finish to concrete at all locations where concrete repairs are exposed to view, and at areas where the exposed concrete finishes are discolored or otherwise unacceptable to the Engineer. Smooth rubbed finish is to be applied to concrete which has received smooth form finish treatment, not later than one day after form removal.

1. Smooth-Rubbed Finish - Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

C. All exposed concrete slabs shall be treated with a clear sealer.

3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

3.10 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

B. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms.

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

D. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar on bonding agent. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

E. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

F. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.

G. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

H. After concrete has cured at least 14 days, correct high areas by grinding.

I. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

J. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar on bonding agent. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

K. All structural repairs shall be made with prior approval of the Engineer as to method and procedure, using the specified epoxy adhesive, epoxy mortar or a low shrinkage structural repair mortar. Where epoxy injection procedures must be used, an approved low viscosity epoxy made by the manufacturers previously specified shall be used.

L. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.12 FIELD QUALITY CONTROL

A. Except as otherwise indicated on drawings or specified herein, all work under this Section shall conform to applicable requirements of the local Building Code and regulations of all governmental authorities having jurisdiction and applicable State Code and ACI Code 318.

B. The Owner will employ an inspection engineer and a testing agency to perform inspection and tests of concrete as hereinafter required and to submit reports.

C. Inspection engineer shall be an engineer, trained and specializing in the field of structural engineering, and be under the direct supervision of the Field Inspection Professional Engineer. The Field Inspection Professional Engineer shall be legally licensed to practice in jurisdiction where Project is located (preferably the project's consulting engineer) and who is experienced in providing field inspection services. The inspection engineer shall perform the following services:

1. Inspect concrete reinforcement for quantity, size, type, spacing, and placement.
2. Inspect formwork for ties, finishes and general tightness of joints. Contractor remains responsible for the design, construction and bracing of formwork.
3. Inspect concrete accessories for quantity, size, manufacture, type, spacing, and placement.
4. Inspect method of placing, vibration, and curing of concrete.
5. Supervise the activities of the testing agency.

D. Testing agency shall be an independent testing agency, acceptable to Engineer, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548. Personnel conducting field tests shall be qualified as an ACI Concrete Field Testing Technician, Grade 1(minimum), according to ACI CP-1. Sampling and testing for quality control shall be performed as specified in this article.

E. Inspection and testing at the concrete plant shall be performed to observe the facilities, materials, and batching operations to insure the quality of the concrete.

F. Field Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof or for each 5,000 sq. ft. of surface applied.
    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143; one test for each concrete load at point of discharge and one test at point of placement for each composite sample, but not less

than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
    a. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of five standard cylinder specimens for each composite sample.Field-cured specimens below may be required to verify adequacy of curing and protection of concrete or to verify strength for removal of shoring and reshoring in multistory construction.
    b. Cast and field cure one set of four standard cylinder specimens for each composite sample when required to verify strength for removal of shoring and reshoring in multistory construction.
6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days, two at 28 days and hold one specimen in reserve for later testing if required..
    a. Test two field-cured specimens at 7 days and two at 28 days.
    b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.

G. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

H. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

I. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type, class and mix number, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, slump, air content, temperature, unit weight, compressive breaking strength, and type of break for both 7-and 28-day tests. 28 day reports will contain corresponding 7 day tests for the same concrete batch. Reports of non- conforming concrete shall be printed on colored paper.

J. Field inspection reports made by the inspecting engineer shall be reported in writing to Engineer and Contractor within 24 hours of inspection. Informal reports shall be given to the Contractor, with reports made available to the Engineer, at the time of the inspection. Reports of non-conforming concrete work shall be printed on colored paper.

K. Contractor's Cooperation for Test Specimens: The Contractor shall cooperate in the making of tests, furnishing the concrete for test cylinders; also, suitable storage space at the job site where test specimens can be cast and left undisturbed until removed by the testing and inspection agency for testing.

L. Contractor shall make use of test results and inspection reports as provided by the inspecting engineer and testing agency to regulate his controls of concrete operation inclusive of making, transporting, placing, curing and protecting such concrete, all at his own responsibility. Contractor shall conform to all governing Code requirements, approved drawings and Specifications and use good, safe methods of construction at all times.

M. If the results of tests and/or inspections indicate the concrete and/or steel reinforcement or construction techniques do not meet the requirements as set forth on the drawings or in these Specifications and as determined by Engineer, or is otherwise unsatisfactory to Owner and/or Engineer due to inadequate batching, placing, curing or protection as they determine, Contractor shall proceed as directed by Engineer. Any additional costs resulting from re-testing, load testing, replacement of concrete and/or damage to the work of other trades, inclusive of Engineer's costs for the investigation, field work, etc., shall be borne by Contractor. If, during the installation of the work, it is determined by Engineer that requirements of these Specifications have not been adhered to by either test results, observation of Engineer or his Consultants during inspections, then any investigation and/or tests as may be directed by Engineer to verify concrete requirements as related to drawings and Specifications shall be performed at Contractor's expense no matter whether final results meet or do not meet Specification requirements.

N. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.

O. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Engineer.

P. Report Copies and Timing: Immediately after tests or inspection have been made, and in no case later than seven (7) days after tests or inspection have been made, copies of all test and inspection reports shall be furnished as follows:

1. One (1) copy to the Engineer.
2. One (1) copy to Contractor.
3. One (1) copy to Owner.

4. One (1) copy to Concrete Producer.

Q. Deficiency Reports: All reports which identify deficiencies shall be printed on a unique colored sheet and shall be issued no later than one (1) day after the tests have been made.

3.13 CONCRETE MIX DESIGN SUBMITTAL FORM

A. Submit the form at the end of this specification for each type of concrete specified.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment for this item will be made. The cost shall be included in the furnishing all materials, labor, and equipment necessary to construct the cast-in-place concrete, as indicated herein, or as directed by the Engineer.

CONCRETE MIX DESIGN SUBMITTAL FORM:
(one for each required mix design)

PROJECT:_____ CITY: _____

GENERAL CONTRACTOR: _____

MIX DESIGN NO.: CONCRETE GRADE: _____

USE (Footings, Columns, etc.)_____

Mix Design Preparation: Based on

Standard Deviation Analysis: or Trial Mix Test Data:_____

DESIGN CHARACTERISTICS:

DENSITY: pcf; STRENGTH psi (28 days);

Slump In. (before adding superplasticizer);

SLUMP in. (after adding superplasticizer); AGGREGATES: (SIZE; TYPE; SOURCE; SPECIFICATION)

COARSE: _____

FINE: _____

OTHER MATERIALS: PRODUCT – MANUFACTURER (SOURCE)

CEMENT: Type: :_____

(OTHER) :_____

ADMIXTURES: Water Reducer: _____

Air Entraining: _____

HRWR (superplasticizer): _____

Non-Corrosive Accelerator: _____

RATIOS MIX PROPORTIONS (per cy)

Water** lb WEIGHT ABSOLUTE VOL. Cement _____ lb = (lbs.) (cu. ft.)

CEMENT: _____ _____ Fine Agg. lb

Total Agg._____ lb = % FINE*

AGGREGATE:_____ _____

SPECIFIC GRAVITIES

COARSE*

Fine Agg. AGGREGATE:_____

Coarse Agg._____ WATER:**:_____

*Saturated surface dry weights

**Includes free water contained on aggregates

ADMIXTURES (per 100# cement)

HRWR oz. AIR:_____

N-C Accelerator oz. W.R. oz. OTHER:_____

A.E. oz.

TOTALS:_____

STANDARD DEVIATION ANALYSIS:

No. of Test Cylinders Evaluated: Standard Deviation: _____

Mix Designs Proportioned to Achieve $f'_{cr} = f'_c + 1200$ psi (use 1400 psi over design when f'c exceeds 5,000 psi).

$f'_{cr} = f'_c + 1.34s$ or $f'_{cr} = f'_c + 2.33s - 500$

TRIAL MIXTURE TEST DATA:

Age (days)	Mix #1 (comp. str.)	Mix #2 (comp. str.)	Mix #3 (comp. str.)
7	_____	_____	_____
7	_____	_____	_____
28	_____	_____	_____
28	_____	_____	_____
28 day avg	_____	_____	_____

Slump = _____in Air Content = _____%

Unit Wet Wt. = _____pcf; Unit Dry Wt. = _____pcf

Mix Design Proportioned to Achieve: f'c + 1200 psi

Initial Slump = _____in; Final Slump = _____in; Air Content = _____%

Unit Wet Wt. = _____pcf; Unit Dry Wt. = _____pcf

REMARKS:

NOTE: Fill in all blank spaces. Use -0- (Zero) or N/A (Not Applicable). See "Design and Control of Concrete Mixtures," 13th Edition by Portland Cement Association, for assistance in filling out this form.

Submitted by:

Ready Mix Supplier:

Name _____

Address _____

Phone Number _____

Date _____

END OF SECTION

SECTION 055210 – ALUMINUM RAILING

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall provide all labor, materials and all necessary items for the installation of the Superior Non-Welded Aluminum Pipe Railing, or approved equivalent.

B. The manufacturer shall supply a total aluminum fencing system from Superior, or approved equivalent. The system shall include all components (i.e., pickets, posts, rails, and hardware) required.

1.2 PRODUCT HANDLING AND STORAGE

A. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.3 PRODUCT WARRANTY

A. All structural fence/railing components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide handrails and railings that meet all applicable codes pertaining to the top rail of the guards, handrails not serving as top rail, and guard infill area.

B. Corrosion Resistance: Separate incompatible materials to prevent electrolytic corrosion.

1.5 SUBMITTAL

A. The manufacturer's submittal package shall be submitted prior to installation to confirm compliance with all requirements for materials specified in this section.

B. Changes in specification may not be made after the bid date.

C. Shop Drawings: Layout of railing with dimensions, details and finishes of component accessories (including finials/pickets) and post foundations.

D. Product Data: Manufacturer's catalogue cuts indicating material compliance and specified options.

E. Samples: Color selections for railing. If requested, samples of materials.

1.6 RELATED WORK

A. Section 310000 – Earthwork; and

B. Section 321623 – Concrete Sidewalk / Pad

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 10 year's experience in producing aluminum railing systems.

B. The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials specified.

PART 2 – MATERIALS

2.1 MANUFACTURER

A. The railing system shall conform to Superior Non-Welded Aluminum Pipe Railing style, manufactured by Superior Aluminum Products in Russia, Ohio, or approved equivalent.

B. Products from other qualified manufacturers having a minimum of 5 years' experience manufacturing decorative aluminum railing will be acceptable by the engineer as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size, and fabrication.

Approved Manufacturer: Superior Aluminum Products
555 E Main Street, P.O. Box 430
Russia, Ohio 45363
Phone (937) 526-4065
OR APPROVED EQUAL

C. Railings shall be as specified in Plans or described herein or by an approved equivalent.

D. The manufacturer shall supply a total railing system. The system shall include all components (i.e., panels, posts, cables and hardware) required.

2.2 REFERENCES

A. ASTM A 492 - Specification for Stainless Steel Rope Wire.

B. ASTM B 221 (ASTM B 221 M) - Aluminum-Alloy Extruded Bar, Rod, Wire, Shape and Tube.

C. ASTM B 429 - Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.

D. ASTM C 1048 - Standard Specification for Heat-Treated Flat Glass -- Kind HS, Kind FT Coated and uncoated Glass; 1997b.

E. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Pipe.

F. ASTM D 2843 Standard Test Method for Density of Smoke from the Burning or Decomposition of Plastics (resin infill only).

G. ASTM D 635. Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position (resin infill only).

H. ASTM D 1929 Standard Test Method for Determining Ignition Temperature of Plastics (resin infill only).

I. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials (resin infill only).

J. International Code Council – International Residential Code (IRC):

K. Section 104.11 Alternative materials, design and methods of construction and equipment.

L. 2012, 2015, 2018, 2021 IRC Section R311.7.8 – Handrails.

M. 2012, 2015, 2018, 2021 IRC Section R311.8.3 – Handrails Required.

N. 2012, 2015, 2018, 2021 IRC Section 312 – Guards.

O. International Code Council – International Building Code (IBC):

P. Section 104.11 Alternative materials, design and methods of construction and equipment.

Q. Section 1014 – Handrails.

R. Section 1015 – Guards.

2.3 MATERIALS – GENERAL

A. Aluminum Railing System Frame: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than strength and durability properties of alloy and temper designated below for each aluminum form required.

1. Extruded Bar and Tube: ASTM B 221 (ASTM B 221 M), alloy 6063-T5.
2. Plate and Sheet: ASTM B 209 (ASTM B 209M), alloy 6061-T6/T52.
3. Powder-coat aluminum components in compliance with AAMA 2604 standard.

B. Structural Requirements: Fabricate integral railings and component connections to meet or exceed the requirements as set forth in the current, adopted ICC International Building Code (IBC), International Residential Code (IRC), or governing local code as applicable.
   1. Infill: CRail and Fittings or as required deemed necessary by the Contractor.

C. The railing system shall meet all OSHA, ADA, and ICC Safety Criteria and all other applicable regulations.

2.4 MATERIALS – ALUMINUM RAILING SYSTEM

A. Aluminum Railing System: Non-welded Aluminum Pipe Railing System as manufactured by Superior Aluminum Products.
   1. Frame Options (Height/Mounting/TopRail):
      a. Height: 36 inch (914 mm)
      b. Mounting Conditions: Square Post: Base Mounted.
      c. Top Rail Profiles: Round Series 300:
         i. 3 by 2-5/16 inch (76 by 59 mm) by 3/32 inch (2.4 mm) thick extruded aluminum round profile.
      d. Infill Style: Horizontal CableRail Cables with Bottom Rail
         i. 1/8 inch (3.2 mm) diameter, 1 by 19 construction, ASTM A 492, Type 316 stainless steel, polished finish, commercial, dry grade cable with fittings options specified below.
         ii. CONCEAL CABLERAIL KITS: Provide Feeney CableRail Conceal Kits with a factory attached stainless steel Conceal Terminal and Receiver on one end of each cable and a field attached stainless steel Conceal Quick-Connect fitting for the other end.
         iii. Include washers, nuts, end caps and any accessory items as recommended by manufacturer for installation conditions shown on Drawings.

2.5 ACCESSORIES

A. Applied Continuous Handrail: 1-1/2 inch (38 mm) diameter extruded aluminum tube. Provide where shown on Drawings.
   1. Brackets: Cut from extruded aluminum profile.
   2. ADA compliant extensions and returns.

2.6 FABRICATION

A. Fabricate members and assemblies in accordance with approved shop drawings.

B. Assemble items to largest extent practical to minimize field splicing. Disassemble as required for shipping. Clearly identify each unit for installation.

C. Conceal fasteners and welds as much as design will allow. Grind smooth all sharp angles and corners.

D. Connect non-welded members using manufacturer's standard concealed fasteners and fittings unless otherwise indicated.

E. Close exposed ends of railing members with manufacturer's standard end fittings.

F. Provide Manufacturer's standard brackets, fittings, flanges, and anchors for connection to other work unless otherwise indicated on the approved shop drawings.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify mounting conditions are in accordance with manufacturer's recommendations.

C. If substrate conditions are the responsibility of another installer, notify Project Engineer of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide anchorage devices and fittings to secure railings to in-place construction, including threaded fittings for concrete inserts, toggle bolts and through-bolts.

C. Install railing system plumb, level, square, and rigid.

D. Separate dissimilar materials with bushings, gaskets, grommets, washers or coatings where required to prevent electrolytic corrosion.

3.4 CLEANING

A. Remove temporary coverings and protection of adjacent work areas. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.

B. Remove from project site and legally dispose of construction debris associated with this Work.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Replace defective or damaged components as directed by Project Engineer.

C. Touch-up, repair or replace damaged products before Substantial Completion.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantities of Aluminum railing, for which payment will be made, will be the actual units constructed in accordance with the Contract Plans, or as directed by the Engineer. Payment will be made per liner foot at the price bid for the item **FURNISH AND INSTALL BLACK ALUMINUM DECORATIVE HANDRAIL** within the **BASE BID** Proposal, which shall include the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto.

END OF SECTION

SECTION 055213 – PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Work Included: The Work of this Section includes, but is not limited to, the following:

1. Interior painted steel pipe and tube railings for stairs.

1.3 ACTION SUBMITTALS

A. Product Data: Submit product data for manufacturer's product lines of handrails and railings assembled from custom and standard components.

1. Include Product Data for grout, anchoring cement, and paint products.

B. Shop Drawings: Show fabrication and installation of handrails and railings. Include plans, elevations, sections, details, and attachments to other Work.

1. For installed handrails and railings indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
2. Submit details drawn to scale at not less than one inch per foot. Shop drawings shall contain the design, type of material and load assumptions required.

C. Samples for Verification: For each type of exposed finish required, prepared on components indicated below and of same thickness and metal indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.

1. 6-inch-long sections of each different linear railing member, including handrails and posts.
2. Fittings and brackets.
3. Welded connections.

1.4 INFORMATION SUBMITTALS

A. Qualification Data: Submit written information that demonstrates capabilities and experience of qualified professional engineer and testing agency.

B. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements

C. Product test reports from and based on tests performed by qualified independent testing laboratory evidencing compliance of railing components and systems with requirements based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

A. Professional Engineer Qualifications: A professional engineer who is licensed in the State where the project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of handrails and railings that are similar to those indicated for this Project in material, design, and extent.

B. Source Limitations: Obtain decorative metal railing components through one source from a single manufacturer.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."

D. Preinstallation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 COORDINATION AND SCHEDULING

A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

1. Schedule installation so attachments are made only to completed walls/structures. Do not support railings temporarily by any means that do not suit structural performance requirements.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design, or engage a qualified professional engineer to design metal railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. General: In engineering handrails and railings to withstand structural loads indicated, determine allowable design working stresses of materials based on the following:

1. Steel: 72 percent of minimum yield strength.

C. Structural Performance of Handrails and Railings: Provide handrails and railings capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors, and connections:
1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
b. Infill load and other loads need not be assumed to act concurrently.

D. Thermal Movements: Provide handrails and railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

2.2 MATERIALS

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Steel:

1. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
2. Pipe: ASTM A 53, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

3. Plates, Shapes, and Bars: ASTM A 36.
4. Cast Iron: Either gray iron, ASTM A 48, or malleable iron, ASTM A 47 unless otherwise indicated.

C. Brackets, Flanges, and Anchors: Decorative cast or formed metal; of same material and finish as supported posts and handrails.

2.3 MISCELLANEOUS MATERIALS

A. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as required for color match, strength, corrosion resistance, and compatibility in fabricated items.

B. High-Performance Primer (Exterior Railings): Epoxy zinc-rich primer, compatible with topcoat

C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12 but containing no asbestos fibers, or cold-applied asphalt emulsion complying with ASTM D 1187.

D. Galvanizing Repair Paint (for exterior stairs): High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FASTENERS

A. Fasteners for Anchoring Handrails and Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring handrails and railings to other types of construction indicated and capable of withstanding design loads.

1. Interior Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 for zinc coating.

B. Fasteners for Interconnecting Handrail and Railing Components: Use fasteners fabricated from same basic metal as fastened metal. Do not use metals that are corrosive or incompatible with materials joined.

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other Work.

C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

D. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

2.5 FABRICATION

A. Assemble metal railings in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

B. Form changes in direction of railing members as detailed or shown on the Drawings.

C. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain profile of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

D. Welded Connections: Where indicated, fabricate handrails and railings for connecting members by welding. Cope components at perpendicular and skew connections to provide close fit, or use fittings designed for this purpose. Weld connections continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Finish exposed welds according to NOMMMA Guidelines as indicated below:
   a. Finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 2 welds: completely sanded joint, some undercutting and pinholes okay.
3. Obtain fusion without undercut or overlap.
4. Remove flux immediately.
5. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

E. Mechanical Connections: Where indicated, fabricate handrails and railings by connecting members with railing manufacturer’s standard concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using epoxy structural adhesive where this is manufacturer’s standard splicing method.

F. Brackets, Flanges, Fittings, and Anchors: Provide scheduled items, or, if not scheduled, manufacturer’s standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction.

G. Provide inserts and other anchorage devices to connect handrails and railings to concrete or masonry. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railings. Coordinate anchorage devices with supporting structure.

H. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.

I. Ease exposed edges to a radius of approximately 1/32 inch. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.

J. Cut, reinforce, drill, and tap components, as indicated, to receive finish hardware, screws, and similar items.

K. Close exposed ends of railing members with prefabricated end fittings or welded connections.

2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 STEEL FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123 for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

C. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC- SP 6/NACE No. 3, "Commercial Blast Cleaning."

D. Apply shop primer to uncoated surfaces of metal railing components, except those with galvanized finishes and those to be embedded in concrete or masonry unless

otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

E. Field Finish Coats (Exterior Steel Railings): Refer to Division 09 Section “Painting” for materials and performance of field applied paint finishes.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Freestanding Guardrails: Install in accordance with manufacturer’s written instructions in locations indicated on Drawings.

B. Fit exposed connections together to form tight, hairline joints.

C. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing handrails and railings. Set handrails and railings accurately in location, alignment, and elevation, measured from established lines and levels and free from rack.

D. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

1. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
2. Align rails so variations from level for horizontal members and from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

E. Corrosion Protection: Coat concealed surfaces of aluminum and copper alloys that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

F. Adjust handrails and railings before anchoring to ensure alignment at abutting joints. Space posts at interval indicated, but not less than that required by structural loads.

G. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing handrails and railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of handrails and railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in “Fabrication” Article whether welding is performed in shop or in field.

C. Expansion Joints: Install expansion joints at locations indicated, but not further apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side; fasten internal sleeve securely to one side; locate joint within 6 inches of post.

3.3 ANCHORING POSTS

A. Use metal sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or secure posts to baseplates with expansion anchors.

B. Cover anchorage joint with flange of same metal as post, welded to post after placing anchoring material.

C. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

1. For railings, weld flanges to posts and bolt to metal-supporting surfaces.

3.4 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

PART 4 - QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for this item will be paid on a lump sum basis for the bid item **CONSTRUCT COMPOSITE WOOD DECK AND ASSOCIATED RAILING** in the **BASE BID** Proposal, which shall cover the cost of all labor, tools, equipment and materials, and all else necessary therefore and incidental thereto for complete, and installed railing systems associated with the proposed deck as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 067300 – COMPOSITE DECKING

PART 1 - PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Composite decking

B. System Components & Fasteners

1.3 ACTION SUBMITTALS

A. Submit under provisions of Section 01 30 00.

B. Product Data:
   1. Manufacturer's data sheets on each product to be used.
   2. Preparation instructions and recommendations.
   3. Storage and handling requirements and recommendations.
   4. Typical installation methods.

C. Samples: Four (4) representative units of each type, size, pattern, and color.

D. Shop Drawings: Include details of materials, construction, and finish. Include relationship with adjacent construction.

1.4 INFORMATION SUBMITTALS

A. Product Test Reports: Submit test reports based on evaluation of comprehensive tests performed by a qualified testing agency.

B. Methods for maintaining composite decking, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.

C. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum of five years documented experience.

B. Installer Qualifications: Company specializing in performing Work of this section with minimum three years documented experience with projects of similar scope and complexity.

C. Source Limitations: Provide each type of product from a single manufacturing source

to ensure uniformity.

1.6 PRE-INSTALLATION CONFERENCE

A. Conduct conference at project site. Review methods and procedures related to installation including but not limited to the following:

1. Review delivery, storage, handling procedures
2. Review installation

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store and handle in strict compliance with manufacturer's written instructions and recommendations.

B. Protect from damage due to weather, excessive temperature, and construction operations.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 WARRANTY

A. Manufacturer's standard limited warranty – 10 years commercial warranty

PART 2 - PRODUCTS

2.1 COMPOSITE DECKING

A. Basis of Design Product: As indicated on the Drawings
1. Trex Transcend – 2”x6” Square Edge Composite Deck Boards
2. Approved Equal

B. Performance Requirements
1. Structural Performance: 1x and 2x Deck Board: Uniform Load – An allowable span of 16 in. on-center and 100 lbf/sq.ft.
2. Fire-Test Response Characteristics per ASTM E84: Flame Spread Index– Class B
3. Thermal Expansion, ASTM D1037: 1.9 x 10^{-5} inch/inch/degreeF
4. Moisture Absorption, ASTM D1037: < 1%
   a. Screw Head Pull-Through, ASTM D1761: 161 lbf per screw** ** Fastener used in testing: #8 x 2.5 in. approved Stainless Steel Screw
5. Fungus Resistance, ASTM D1413: Rating - no decay
6. Termite Resistance, AWPA E1-72: Rating = 9.6

2.2 Installation Accessories

A. Fasteners
1. Manufacturer approved exterior rated recessed composite deck screws

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation until the substrates have been properly constructed and prepared and are level and secure.

B. If substrate preparation is the responsibility of another installer, notify Architect in writing of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with local engineering and code requirements, local occupational health and safety regulations, ventilation requirements, manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.
   1. Install decking and decking components using manufacturer's recommended cross cutting, cutting, and ripping methods and lengths, spans, expansion gaps, top fixings, fasteners, and fastener distances.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.

B. Manufacturer's Services: Coordinate manufacturer's services in accordance with appropriate sections in Division 01.

3.5 CLEANING AND PROTECTION

A. Clean products in accordance with the manufacturer's recommendations.

B. Touch-up, repair or replace damaged products before Substantial Completion

PART 4 - QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for this item will be paid on a lump sum basis for the bid item **CONSTRUCT COMPOSITE WOOD DECK AND ASSOCIATED RAILING** in the **BASE BID** Proposal, which shall cover the cost of all labor, tools, equipment and materials, and all else necessary therefore and incidental thereto for complete composite deck, with associated foundation as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 099100 – PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Work Included: The Work of this Section shall include but not be limited to the following:

1. Steel Handrails

B. Labels: Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material.

B. Samples: Submit samples for review form manufacturers standard color range for selection by Architect.

1. Submit paint samples on 12 x 12-inch hardboard. Resubmit samples until they are acceptable.

1.4 QUALITY ASSURANCE

A. Single Source Responsibility: Provide primers produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

B. Coordination of Work: Review other Sections of these specifications for shop primers, to ensure compatibility of total coatings system. Upon request from other trades, furnish information on finish materials, to ensure that compatible prime coats are used.

C. Applicator: A firm with not less than 5 years of successful experience in the application of specified materials.

1.5 DELIVERY AND STORAGE

A. Deliver materials in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

1. Name or title of material.
2. Fed. Spec. number, if applicable.
3. Manufacturer's name, stock number and date of manufacture.
4. Contents by volume, for major pigment and vehicle constituents.
5. Thinning and application instructions.
6. Color name and number.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

1. Protect paint materials from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from use of paints.

1.6 JOB CONDITIONS

A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees Fahrenheit and 90 degrees Fahrenheit, unless otherwise permitted by paint manufacturer's instructions.

B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees Fahrenheit and 95 degrees Fahrenheit, unless otherwise permitted by paint manufacturer's instructions.

C. Do not apply paint when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Benjamin Moore and Co.
2. Glidden Coatings and Resins, Div. of SCM Corp.
3. MAB Paints.
4. PPG Industries, Pittsburgh Paints.
5. Pratt and Lambert.
6. The Sherwin-Williams Company.
7. Tnemec.
8. Approved equal.

B. Proprietary names of colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.

2.2 MATERIALS

A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
2. Non-flat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
4. Floor Coatings: VOC not more than 100 g/L.
5. Flat Topcoat Paints: VOC content of not more than 50 g/L.
6. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
7. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
8. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.
9. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.
10. Pre-Treatment Wash Primers: VOC content of not more than 420 g/L.

C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
2. Restricted Components: Paints and coatings shall not contain any of the following:
    a. Acrolein.
    b. Acrylonitrile.
    c. Antimony.
    d. Benzene.
    e. Butyl benzyl phthalate.
    f. Cadmium.
    g. Di (2-ethylhexyl) phthalate.
    h. Di-n-butyl phthalate.

i. Di-n-octyl phthalate.
j. 1,2-dichlorobenzene.
k. Diethyl phthalate.
l. Dimethyl phthalate.
m. Ethylbenzene.
n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r. Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1-trichloroethane.
y. Vinyl chloride.

D. Primers and Undercoaters: Provide primers and undercoaters recommended by the finish coating manufacturer for suitability with the substrate and compatibility with finish coats.

E. Color Pigments: Pure, non-fading, to suit substrates and service.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine areas and conditions of work and notify Contractor in writing of conditions detrimental to proper painting. Proceed with work after unsatisfactory conditions have been corrected.

B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

C. Do not paint over dirt, rust, scale, grease, moisture, or conditions detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION

A. General: Perform preparation and cleaning in accordance with paint manufacturer's instructions and as herein specified.

1. Provide barrier coats over incompatible primers or remove and reprime as required.
2. Remove hardware, accessories, lighting fixtures, and similar items not to be field-painted, or provide suitable protection. Remove items if necessary, for painting of items or adjacent surfaces.

3. Clean surfaces to be painted. Remove oil and grease prior to other cleaning. Be sure that cleaning materials do not fall onto newly-painted surfaces.

B. Cementitious Materials: Remove efflorescence, chalk, dust, and dirt. Correct alkalinity before application of paint. Flash patch joints and defects in precast concrete plank ceilings.

C. Wood: Scrape, clean and seal knots before priming. After priming, fill imperfections with plastic wood-filler. Sandpaper smooth when dried.

D. Ferrous Metals: Clean unfinished ferrous surfaces of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning. Touch-up defective shop-prime coats with shop primer.

E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

3.3 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions.

B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Remove surface film and, if necessary, strain material before using.

3.4 APPLICATION

A. General: Apply primers, undercoaters and finish paints in accordance with manufacturer's directions. Use techniques best suited for substrate and type of material being applied.

1. Provide colors, surface treatments, and finishes, as scheduled or as selected by the Architect.
2. Provide finish coats which are compatible with prime paints used.
3. Apply additional coats when undercoats show through final coat of paint, until paint film is of uniform finish, color and appearance, including edges, corners, crevices, welds, and fasteners.
4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non- specular black paint.
6. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
7. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

8. Sand lightly between each succeeding enamel or varnish coat.
9. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted.

B. Scheduling Painting: Apply first-coat material to surfaces that have been prepared for painting as soon as practicable after preparation. Allow sufficient time for proper drying. Do not recoat until paint feels dry and firm.

C. Minimum Coating Thickness: Apply materials to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed in mechanical equipment rooms and in occupied spaces; this also applies to elevators.

E. Prime Coats: Apply prime coat on material which is required to be painted or finished, and which has not been prime coated by others. Recoat primed and sealed surfaces where there is evidence of defects in first coat, to assure a finish coat without defects.

F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

G. Completed Work: Match approved samples for color and texture. Repaint work not in compliance with specified requirements.

H. Painted Signs: Provide painted signs of size, style, color and content as indicated. These signs shall be painted by a qualified sign painter.

3.5 CLEAN-UP AND PROTECTION

A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

1. Upon completion of painting work, clean paint-spattered surfaces. Remove spattered paint by proper methods, with care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect work of other trades against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting.

1. Provide "Wet Paint" signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
2. At completion of work of other trades, touch-up and restore all damaged or defaced surfaces.

PART 4 - QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for this item will be paid on a lump sum basis for the bid item **CONSTRUCT COMPOSITE WOOD DECK AND ASSOCIATED RAILING** in the **BASE BID** Proposal, which shall cover the cost of all labor, tools, equipment and materials, and all else necessary therefore and incidental thereto for complete and finished deck system, as specified herein and as shown on the plans or as directed by the Engineer.

SECTION 116813 – PLAYGROUND EQUIPMENT

PART 1 – GENERAL

1.1 DESCRIPTION

A. Playground Equipment shall consist of all related materials necessary for purchasing, receiving, assembly and installation of the Playground Equipment, as shown on the Plans and as directed by the Engineer. **It shall be the Contractor's responsibility to purchase, receive and install the equipment according to the manufacturer's instructions and as shown on the plans.**

PART 2 – PRODUCTS

2.1 MATERIALS

A. Playground Equipment: The following play equipment units shall be composed of all parts and quantities as shown on the plans and in the details, as manufactured by GameTime, a PlayCore Company, (732) 781-9034, P.O. Box 106, Spring Lake, New Jersey 07762, supplied by Marturano Recreation Co., (732) 781-9034, P.O. Box 449, Brick Town, N.J. 08723, contact Donald Cooper or approved equal:

1. See plans for proposed playground equipment.
2. The Contractor shall submit shop drawings for review regarding the color of the proposed playground structures to be selected by the Borough.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. The playground equipment shall satisfy and be installed according to ASTM and CPSC standard specifications.

B. Installation and assembly shall be according to manufacturer's specifications, on the plans and as directed by the Engineer.

C. Contractor shall supply certification from a Certified Playground Safety Inspector that the installation meets ASTM and CPSC requirements.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. It shall be the Contractor's responsibility to purchase, receive, and install the equipment according to the manufacturer's instructions as shown on the plans. Shop drawings shall be provided for review prior to purchase and installation.

B. Payment for the items **FURNISH AND INSTALL GAMETIME HANSEN ISLAND PLAYGROUND STRUCTURE; FURNISH AND INSTALL GAMETIME STADIUM PLAYGROUND STRUCTURE; FURNSIH AND INSTALL GAMETIME THRIVE 450 OUTDOOR GYM ADULT PLAYGROUND STRUCTURE; FURNISH AND INSTALL GAMETIME THRIVE 250 OUTDOOR GYM ADULT PLAYGROUND STRUCTURE; FURNISH AND INSTALL GAMETIME LATERAL PULLDOWN ADULT PLAYGROUND STRUCTURE;** and **FURNISH AND INSTALL GAMETIME CHEST PRESS ADULT PLAYGROUND STRUCTURE** will be made on a lump sum basis in the **BASE BID** Proposal, which price shall include the equipment listed under part 2.1A above to be purchased, received, assembled and installed, in accordance with the Plans and Specifications including all foundations, anchors, bolts, etc., or as directed by the Engineer and which price shall cover the costs of all materials, labor, equipment and all else necessary to install the items noted herein, including clearing site, removal of debris, excavation and disposal of material as per the manufacturer's specifications and in accordance with the Plans and Specifications or as directed by the Engineer.

END OF SECTION

SECTION 116830 – EXTERIOR ATHLETIC EQUIPMENT

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include all labor, material and equipment to furnish and complete the installation of exterior athletic equipment as identified herein and on the Drawings, including all material, labor, equipment and hardware, in accordance with the manufacturer's installation specifications. It shall include the transportation and/or delivery of the equipment, the disposal of any surplus materials, as required and other work as herein described.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Basketball Hoop Pole Cushion: Basketball Hoop Pole Cushions shall be the Model #LPP as manufactured by Sportsfield Specialties or approved equal at meeting the size requirements and dimensions depicted in the construction details.

B. Bocce Ball Walls: The Bocce Ball court walls shall be made of either a 8" x 12" cedar beam or a double layer of 6" tall cedar beams fastened with a steel anchor. The walls shall be pressure treated timber and shall meet the requirements depicted in the construction details. The wall shall be constructed in accordance with the Pacific Pearl Bocce Court design, manufactured by Bocce Builders of America or an approved equal.

C. Bocce Court Turf Surface: The Bocce court turf surface shall be Extended Play, manufactured by Challenger Turf, Inc. in accordance with all specifications included in the construction plan set.

1. Yarn Characteristics: Monofilament PE with Thach
    a. Composition: 5,040 Denier Polythylene
    b. Color: Field Green
    c. Fiber Shape: Rectangular
2. Turf Characteristics:
    a. Finished Face Weight: 48 oz
    b. Finished Pile Height: .625 in.
    c. Tufting Guage: 3/8 in.
    d. Thatch Color: Field Green
    e. Total Product Weight: 75.1 oz
3. Turf Backing Characteristics:
    a. Primary Backing: 7.5 oz, K29 stab. Multilayered woven polypropylene
    b. Secondary Backing: 18.0oz, UltraFlo

PART 3 – EXECUTION

3.1 INSTALLATION OF ATHLETIC FIELD EQUIPMENT

A. All athletic equipment shall be installed as recommended with manufacturer's written directions, included with product, as indicated on the drawings/directed by Engineer.

B. It shall be noted that the bocce ball court reconstruction only includes the reconstructed side walls, the reinstallation of the existing corner handrails, and the installation of the polyethylene turf surface. If any impact to the existing subbase or drainage, the same shall be repaired at the sole expense of the contractor.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Quantity and Payment for Exterior Athletic Equipment will be made for the exterior athletic equipment units actually furnished and installed in accordance with the Construction Documents at the unit price bid for the item **FURNISH AND INSTALL BASKETBALL HOOP POLE CUSHION;** a linear footage basis for item **CONSTRUCT 8" THICK PRESSURE TREATED TIMBER WALLS;** a lump sum basis for the item **FURNISH AND INSTALL BOCCE COURT POLYETHYLENE TURF SURFACE** within the **BASE BID** Proposal, where the prices bid for the items shall cover the cost of all labor, tools, equipment and materials, and all else necessary therefore and incidental thereto for complete systems as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 116833 – PLAYER BENCHES AND SPECTATOR BLEACHERS

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include all labor, material and equipment for furnishing and the complete installation Player Benches, including all hardware, in accordance with the manufacturer's installation specifications. It shall include the transportation and/or delivery of the equipment, the disposal of any surplus materials, as required and other work as herein described.

PART 2 – PRODUCTS

2.1 PRODUCTS

A. Player's Bench – Benches shall match the specifications and size depicted in construction details of the construction plan set. The bench system shall be model #ATBBRPT as manufactured by Sportsfield Specialties in Dehli, New York, 13753, or an approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

A. All athletic field equipment shall be installed as recommended with manufacturer's written directions, included with product or found at www.sportsfieldspecialties.com, or approved equals, and as indicated on the drawings.

B. The Contractor shall submit shop drawings of all field equipment and amenities to the Borough of Fairview for approval.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Quantity and Payment for player benches will be made for the player bench units actually furnished and installed in accordance with the Plans or as directed by the engineer at the unit price bid for the item **FURNISH AND INSTALL 8' WIDE ALUMINUM PLAYERS' BENCH WITH BACKREST** in the **BASE BID** Proposal which prices shall cover the cost of all labor, tools, foundations, equipment and materials, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 116850 – SCOREBOARD

PART 1 – GENERAL

1.1 DESCRIPTION

A. Under this section, the Contractor shall supply and install scoreboards at locations shown on the site plans, complete with foundations, mounting and electrical service, conduit, and all necessary appurtenances as required by the respective manufacturer. The Contractor is to submit shop drawings for approval.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Scoreboard shall be as manufactured by Fair-Play Multi-Purpose Scoreboard Model #BA-7100PC or equal, with a height of 7’-0”, length 14’-0”, depth 10”, weight 449 lbs.

B. Standard equipment shall include the following:

1. Energy efficient wide-angle amber LED's
2. Factory authorized national and local sales, service and installation
3. Durable paint colors, with Vinyl trim
4. Sport specific control console inserts
5. HB-800 data connection kit
6. Fair-Play's or equals scorekeeper approved score systems
7. 4-level control console display brightness adjustment
8. Changeable scoreboard game captions
9. 5-year limited warranty
10. ETL/CETL listed to UL standard
11. Convenient built-in service points for easy access
12. Water resistant aluminum construction
13. Complete, safe and durable display mounting system
14. 9-segment digits
15. Built-in lightning suppressor

C. Options equipment shall include the following and shall be selected by the owner upon submittal of shop drawings:

1. Custom paint & vinyl trim colors
2. UV resistant paint
3. Illuminated & non-illuminated identification & sponsorship signage

4. Custom, unique signage options
5. Electronic team names
6. Rear-illuminated scoreboard captions
7. Mono- or full-color electronic message display with Fair-Play's exclusive ProLine® control system or equal
8. Carrying case for scoreboard control
9. Personalized vinyl home team name
10. Truss and decorative steel systems
11. Pitch speed display system
12. Pitch count display
13. Field use time
14. Scoreboard sport-conversion caption
15. Integrated scoring and display systems
16. Scoreboard caption color (other than white)
17. Extended warranties and maintenance contracts
18. Lightning protector for power
19. Changeable scoreboard game captions

D. Poles: The Scoreboard is to be Mounted to existing scoreboard mounting poles.

PART 3 – EXECUTION

3.1 INSTALLATION OF EQUIPMENT

A. All equipment shall be installed as recommended with manufacturer's written directions, and as indicated on the drawings.

B. OPERATING TEMPERATURES: Scoreboard display: -22° to 131° Fahrenheit (-30° to 55° Celsius), Control console: 32° to 131° Fahrenheit (0° to 55° Celsius)

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Quantity and Payment for Scoreboard will be made on a lump sum basis for the price bid for the item **FURNISH AND INSTALL LITTLE LEAGUE SCOREBOARD, COMPLETE** in the **BASE BID** Proposal, which prices shall cover the cost of foundations, poles, pile support systems, power source, electrification, all labor, tools, equipment and materials, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 260000 – ELECTRICAL

PART 1 – GENERAL

1.1 DESCRIPTION

A. This Section applies to all electrical sections of this project, except as specified otherwise on the contract drawings.

B. It is noted here that the Contractor is responsible for provision of a complete and functioning site electrical system, as specified within this Section and as shown on the Contract Drawings.

C. Contractor shall provide new electrical connections to portions of the project site.

D. Contractor shall provide required conduits, wiring, pullboxes, meters, and waterproof cabinets for on-site lighting and outlets, where necessary.

1.2 SCOPE OF WORK

A. This specification and accompanying drawings are intended to illustrate the nature of work to be performed in a diagrammatic manner. All labor, material, and equipment necessary for a complete electrical installation shall be included by the Contractor in the submission of his bid.

B. Appliances, materials or equipment obviously a part of the system necessary for its satisfactory operation, although not specifically mentioned herein or indicated on the drawings shall be provided by this Contractor without extra cost to the Owner.

C. Material and equipment mentioned and described in this specification shall be supplied complete in all details. Contractors bidding on this project shall insure themselves that the quotations that they use for equipment have been quoted in accordance with the specifications and the drawings. Errors by manufacturers' representatives shall not relieve the Contractor to provide the proper equipment of the obligation.

D. Without intending to limit or restrict the volume of work provided by this section of the contract documents, the work generally consists of the following.

- Site preparation, within the boundaries shown on the Contract Drawings and as specified herein. Note: The Contractor is strongly advised to ascertain the existence and nature of any underground structures and the routing of underground utilities by his own means and methods prior to trenching for required new conduits. Coordinate with applicable utility companies, the Borough DPW and others prior to commencing excavation.
- Electrical connection to bleacher pad, basketball court, new pavilion area, new score board, and existing flag pole up-lighting.
- Schedule and coordinate the work with the Borough, utility companies and other Contractors doing work on site, related to the scope of this project.
- Daily clean-up of site including removal of rubbish, scrap and sweeping area including dust control.
- Obtaining state and local permits and approvals as required.

- All other work, as shown on the Contract Drawings and as delineated in these Specifications, required for a complete and satisfactory operating installation.

1.3 LAWS, PERMITS, AND REGULATIONS

A. Obtain and pay for all licenses, certificates and permits required by law, State, County, and all Authorities having jurisdiction. Comply with the rules and requirements of the National Board of Fire Underwriters and the National Electric Code and with all governing laws, orders, regulations, and building codes. Any deviation shall be reported to the Borough or its representative in writing, for approval.

B. Certificates of approval from the above authorities shall be delivered to the Borough before final payment may be made. This Contractor shall pay the necessary fees for all inspections and certificates.

1.4 CODES, LISTINGS AND STANDARDS:

A. All electrical work covered by the Contract Documents shall conform to the requirements of the National Electrical Code.

B. All equipment and materials for which Underwriters' Laboratories, Inc. provides product listing service shall be Underwriter laboratories' approved and bear the U.L. Label.

C. Equipment and materials wherever applicable shall conform to the following standards:

1. Federal Specifications (Fed. Spec.).

2. National Electrical Manufacturers Association (NEMA).

3. Institute of Electrical and Electronic Engineer of Constructions (IEEE).

4. American National Standards Institute (ANSI).

5. Insulated Cable Engineer of Constructions Associations (ICEA).

1.5 PROTECTION OF WORK AND MATERIALS

A. This Contractor shall be responsible for the proper care and protection of all portions of materials delivered and work prepared by him until completion and acceptance of the work and the issue of certificates in final payment.

1.6 MATERIALS AMD WORKMANSHIP

A. All materials shall be new, recently manufactured and of the best quality.

B. All work shall be performed in a first-class, neat and workman-like manner by mechanics skilled in their trades.

C. Where the words "provide", “furnish”, “install” and "supply" are used in the specifications or on the drawings, they shall be understood to mean the complete work in connection therewith, that is, furnishing, installing, testing, connecting, and warrantees of the items specified.

1.7 SHOP DRAWINGS

A. After contract award, this Contractor shall submit all shop drawings for approval within three (3) weeks.

1.8 PERFORMANCE OF EQUIPMENT

A. All materials, equipment, and appurtenances of any kind shown on the drawings, hereinafter specified, or required for the completion of the work in accordance with the intent of these specifications, shall be completely satisfactory and acceptable as regards operation, performance and capacity.

B. No acceptance, written or verbal, of any drawings, descriptive data or samples of such material, equipment and/or appurtenances shall relieve the Contractor of his responsibility to turn over the complete installation to the Borough in perfect working order and in complete conformance with the drawings and specifications at the completion of the work.

C. Operation, capacity or performance of which does not comply with the requirements of the drawings or specifications, or which is damaged prior to acceptance by the Borough will be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances, or put in proper working order, satisfactory to the Engineer of Construction without additional cost to the Borough.

D. All moving parts of equipment and appurtenances, shall be properly lubricated by the Contractor and shall be started up and tested by him or her.

E. All equipment shall operate without objectionable noise or vibration.

1.9 DELIVERY AND STORAGE

A. Equipment and materials shall be properly stored, adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Outdoor storage of cable will not be permitted. Damaged or defective items, in the opinion of the Borough's representative, shall be replaced with new items at no additional cost to the Borough.

1.10 CATALOGED PRODUCTS

A. Materials and equipment shall be the cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be manufacturer's latest standard design that complies with the specification requirements.

1.11 MANUFACTURER'S RECOMMENDATION

A. Where installation procedures are specified to comply with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the Borough prior to installation. Installation of

the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.12 COORDINATION

A. Electrical work shall be coordinated with Borough representative and other trades involved in the construction project. Any necessary electrical shut-downs shall be scheduled with the Borough 48 hours in advance.

B. Contractor shall comply with all local Power Company requirements.

1.13 ENCLOSURES

A. Furnish NEMA enclosures to suit location classification, unless otherwise shown on the drawings, or referenced in the specifications. The outdoor area shall be considered as requiring NEMA 3R rated equipment.

PART 2 – PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. All materials, equipment, and devices shall, as a minimum, meet the requirements of UL where UL Standards are established for those items, and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise. Furthermore, all materials and equipment shall be as specified and as shown on the Contract Drawings or an approved equal certified by the Engineer.

B. Flag Pole Light Fixtures:

1. Provide three (3) 6” Diameter x 18”, 150 watt “Tunnel” Up-Lights mounted in the ground with rock guard. Finish to match flagpole. Model No. 01500620, Manufactured by Sternburg Lighting, or approved equal.
2. Provide maximum size 3” x 4” hand hole under flash collar for electrical access.
3. Installation by electrical Contractor.
4. Contractor to provide two (2) spare bulbs.
5. Fixtures shall be factory installed.
6. Contractor to provide dusk/dawn controls for flag light.

2.2 CONDUITS

A. All conduits shall be as specified and as shown on the Contract Drawings.

2.3 WIRES AND CABLES

A. Wires and cables shall be as specified and shown on the Contract drawings.

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

A. Electrical installation shall conform to the requirements of NFPA 70, State and Local Codes, and to the requirements specified and as shown on the Contract Drawings.

B. The contractor shall ensure that all electric connections and any improvements to the same are not associated with, or connected to the existing timer/sensor system for the site lighting system.

C. The contractor shall coordinate with the Borough regarding the furnishing, installation and connection of the Bluetooth, fans, lighting, speakers, and any other amenities related to the proposed pavilion area.

D. The electric connections shall be introduced to the existing panel boards that exist onsite, within the existing concession building.

i. The top panel board has sufficient space to connect the two proposed electric connections as shown in the construction plans. One is for the proposed electric connection to the basketball court area, and the other is for the proposed wooden deck entertainment area that is proposed directly adjacent to the concession building. The connection to the deck area can be in on the interior of the building, exit right to the connection point within the footprint of the proposed deck surface.

ii. The bottom floor panel board has four (4) available connection spaces. All four (4) will be used within the scope of this project, one will remain unutilized, and left for any future use that may be deemed necessary within the scope of this project or after construction for this project has concluded. The four (4) parallel conduits will be run interior of the bottom floor, along the unfinished ceiling of the concession building, and to exit the exterior wall on the south side of the existing building. The conduit then will be run underground, beneath the asphalt and existing grass surfaces to connect to the proposed hand hole as depicted in the construction plans. The subsurface conduit geometry avoids the demolition of concrete, as much as can be avoided. The conduits will disperse underground to their respective connection points, which are to be in accordance with the construction plans or as directed by the Engineer.

E. The contractor shall coordinate with the Borough DPW regarding the mounting of any uplighting or outlets to the site. The same shall be mounted a minimum of 8’ above the ground surface to avoid vandalism.

F. The contractor shall coordinate with the Borough regarding electric connection to the motorized diverter valve, whether it be from the proposed hand hole or if there is room on an existing panel box in the adjacent maintenance shed.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for the provision of complete and working site electrical connections will be on a lump sum basis for the item **SITE ELECTRIC WORK** and **FURNISH AND INSTALL UP-LIGHTING FOR EXISTING FLAGPOLE** in the **BASE BID** Proposal, which the price shall include the cost of the excavation, disposal of excess materials, subgrade material, all mounting hardware, outlets, all conduit (including all

fittings, appurtenances, materials, labor and equipment required for conduit installation/construction), concession building connections, meters, pole-mounted transformers, hand holes, wiring, poles, fixtures, bulbs and all materials, labor, equipment, including all portions required, and all else necessary therefore and incidental thereto for a complete and working site electrical system as specified herein and as shown on the plans or as directed by the Engineer.

B. It is noted here that electrification of scoreboard, pavilion, basketball court, bleacher pad, and flagpole up-lights will be paid for under this item described above.

END OF SECTION

SECTION 310000 – EARTHWORK

PART 1 – GENERAL

1.1 DEFINITIONS

A. The following terms shall have the meanings ascribed to them in this Article, wherever they appear in this Section.

B. Due to the presence of fill material located on the site, the Geotechnical Report calls for over-excavation down to three (3) feet above the bottom of the existing fill material in all areas except below the proposed building. Below the proposed building all fill material shall be excavated. The Overall scope of over-excavation included excavation on site and subsequent compaction to 95% Modified Proctor in 12-inch lifts up to the proposed subgrade as indicated within the Geotechnical Report, Contract drawings, and as directed by the project Geotechnical Engineer. Existing fill shall remain on-site to the maximum extent practicable until removal is required to construct to the proposed grades.

C. All working with contaminated soil shall be performed in accordance with applicable OSHA regulations (40 CFR 1910.120).

D. Excavation, Unclassified: The removal of all surface and subsurface material not classified as rock (as defined below). Shall consist of the excavation, removal, export and disposal of all materials of whatever nature, bituminous concrete, concrete, pavement, regulated waste, brick, stone, concrete masonry, small structures, removal of pipe where directed, removal of any other materials encountered of whatsoever nature, required for the proposed construction, the stockpiling and disposal of all excavated materials unsuitable for fill, the transportation of the excavated material, the construction of embankments with the material excavated when so required, the disposal of unsuitable and surplus materials, and all other work as herein described.

E. Rock Excavation, Unclassified: Rock excavation, unclassified shall mean removal of all rock, boulders or pieces of concrete, and solid ledge rock and masonry, which in the opinion of Neglia Group requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. Soft or disintegrated rock which can be removed with a pick or power-operated excavator or shovel, loose, shaken or previously blasted rock, broken stone in rock fill or elsewhere, and rock exterior to the maximum limits allowed, or which may fall in the excavation, shall not be included as rock excavation. Pavements, curbs, gutters, sidewalks and driveways shall not be included as rock excavation.

F. Subgrade Surface: Surface upon which subbase or topsoil is placed.

G. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.

H. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 1557 (Modified Proctor Test).

I. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.

J. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by Neglia Group.

K. It shall be noted that the earthwork quantities indicated in the Contract Documents and in the Bid Proposal form are the quantities of in-place, compacted soil material (compacted to 95% Modified Proctor density) required to construct the improvements shown on the Contract Documents. For all imported soils, it is the Contractor's responsibility to provide a certification that the imported soil complies with all applicable local, County, State, and Federal regulations with respect to "certified clean" soil. In addition, due to the varying nature of "certified clean" soil materials that may be imported onto the site, it is the Contractor's responsibility to account for soil shrinkage and swell in order to provide the quantities of soil indicated in the Contract Documents.

L. Site Grading: The grading, excavation, preparing and compacting all material required for construction of the sub-grade of the entire disturbed area and all incidental work necessary to the satisfaction of the Engineer. All excavated soils in excess of what is required to grade the site shall be disposed of off-site in accordance with Local, County, State, and Federal standards. It is the Contractor's responsibility to excavate and dispose of this soil to install the turf, stone, and underdrainage system as per the plans and details.

M. It shall be noted that all excavated soils are to be remaining on site for the duration of construction prior to backfilling.

1.2 SUBMITTALS

A. Product Data:

1. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.
2. The Contractor shall provide to the Owner the name, location, contact information, and permit/licenses numbers of the proposed off-site disposal facility a minimum of five (5) working days in advance of the proposed soil removal operations.
3. Numbers, types, and specifications for compacting equipment to be used.
4. Samples: Submit samples as follows:
    a. Take the samples in the presence of the Engineer, and complete a Granular Material Sample Information Form for each sample. Forms and field sample designation numbers will be furnished by Neglia Group. Samples shall be provided in the following quantities:

i. Select Granular Material: 10 lb.

ii. Selected Fill: 10 lb.

iii. Subbase Course Type 2: 10 lb.

1.3 PROJECT CONDITIONS

A. Cold Weather Requirements:

1. When freezing temperatures are predicted, do not excavate to final required elevations for concrete or backfill work unless concrete or backfill can be placed immediately. Retain enough earth over the bottom elevation of footings to prevent frost penetration. If excavation has progressed to subgrade elevations and concrete or backfill cannot be placed immediately, cover the bottom of the excavations with protective material to adequately insulate the exposed earth surface from frost. Remove protective material immediately before placing concrete or backfill.

2. Do not backfill between November 1 and April 1, except with written permission of Neglia Group.

B. Contractors shall assume OSHA Level D modified for Earthwork.

C. A site specific HASP plan is required and should be submitted by the Contractor performing the work prior to the commencement of work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Select Granular Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with NJDOT Standard Specifications for subbase course material.

Sieve Size	**Percent Passing**
2 inch	100%
1/4 inch	30-65%
No. 40	5-40%
No. 200	0-10%

B. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.

C. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.

D. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than 3 times its least dimension.

E. Selected Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials.

Sieve Size	Percent Passing
4 inch	100%
No. 40	0-70%
No. 200	0-15%

F. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with NJDOT 2019 Standard Specifications for Subbase Course material.

Sieve Size	Percent Passing
2 inch	100%
1/4 inch	25-60%
No. 40	5-40%
No. 200	0-10%

G. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.

H. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.

I. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than 3 times its least dimension.

J. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size shall not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat shall be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

K. Filter Fabric (Separation, Drainage, Slope Protection): Amoco CEF 4545, CEF 4551; Exxon Chemical Co. GTF 150 EX; Mirafi Inc. 140N, 140NL; Nicolon Corp. Filterweave 70/06; Phillips Fibers Corp. Supac 4NP, 5NP, 7NP; Wellman Quline Inc. Q60, Q80, Q100 or approved equal.

L. Filter Fabric (Stabilization): Amoco CEF 2002 & 2006; Exxon Chemical Co. GTF 350; Mirafi Inc. 500X, 600X, 700X; Nicolon Corp. 500; Phillips Fibers Corp. Supac 3WS, 4WS, 5WS, 6WS; Wellman Quline Inc. Q160 or approved equal.

M. Lightweight Fill and Backfill: Contractor is advised to follow the specifications of lightweight fill and backfill material if proposed under this project. The placement of this and all fill material must meet the requirements of the Engineer.

N. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

A. Clear and grub the site of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.

B. Any clearing of vegetation in said areas not within the limits indicated on the plans is strictly prohibited.

C. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling, unless further excavation is indicated.

3.2 UNDERGROUND UTILITIES

A. Locate existing underground utilities and service connections prior to commencing excavation Work. Determine exact utility locations by hand-excavated test pits or other means such as geophysical methods. Support and protect utilities to remain in place.

B. Remove inactive, abandoned utilities within the limits of the areas to be excavated. Cap or plug open ends of abandoned utilities extending outside the excavation limits.

3.3 EXCAVATION

A. **2019 NJDOT Standard Specifications, Excavation, Unclassified.**

B. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. The Contractor shall comply with Code of Federal Regulations CFR Title 29 - Labor, Part 1926 (OSHA).

C. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by Neglia Group.

D. Excavation for Structures: Conform to elevations, lines, and limits indicated on the Construction Documents. Excavate to a vertical tolerance of plus or minus 1 inch. Extend excavation a sufficient lateral distance to provide clearance to execute the work.

E. Footings and Foundations: Trim bottoms to required lines and elevations. Excavate to final elevations by hand just prior to concrete placement. Leave solid undisturbed base for concrete.

F. Slabs and Floors: Excavate to the following depths below bottom of concrete for addition of select granular material:

1. Interior Floors: 6 inches unless otherwise indicated.
2. Exterior Slabs and Steps: 12 inches unless otherwise indicated.

G. Pipe Trenches: Open only enough trench length required to facilitate laying pipe or conduit sections. Unless otherwise indicated on the Drawings, excavate trenches approximately 24 inches wider than the outside pipe diameter, equally divided on each side of pipe centerline. Cut trenches to cross section, elevation, profile, line, and grade indicated. Accurately grade and shape trench bottom for uniform bearing of pipe.

H. Pavement: Excavate to subgrade surface elevation.

I. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by Neglia Group.

3.4 ROCK EXCAVATION

A. No blasting shall be performed by the Contractor, except upon written permission of Neglia Group. Any request by the Contractor for permission to blast must be submitted to Neglia Group at least 24 hours prior to start of said proposed blasting.

B. If blasting permission is granted, the Contractor shall adhere strictly to all required Federal, State and Local safety regulations. In no case shall blasting caps or other exploders be kept at the same place where dynamite or other explosives are stored. A watchman shall be stationed at all times at the place of storage of said explosives.

C. The prepared blast shall be carefully covered with a heavy woven wire blasting mat, placed so that the area affected by the explosion is positively confined. Should a gas, water or any other conduit intersect the line of trench, the rock must be removed without blasting from a distance of 10 feet on each side of such pipe or conduit.

D. The contractor shall be responsible for any damage to adjacent structures and property caused by his operations. He shall inspect all structures adjacent to the site of blasting and, when ordered by Neglia Group, he shall take clear, close-up photographs of these structures before and after blasting. Copies of these photographs shall be submitted to Neglia Group. Neglia Group or their representative must be present at all times during blasting operations.

E. Contractors are advised that shale rock is known to exist within the area and must either own or rent equipment to remove of such.

3.5 DEWATERING

A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.

3.6 PLACING FILTER FABRIC

A. Place and overlap filter fabric in accordance with the manufacturer's installation instructions, unless otherwise shown. Backfill over fabric in accordance with the manufacturer's instructions and in a manner so as to prevent damage to the fabric.

3.7 PLACING FILL AND BACKFILL

A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Continue to remove existing fill as required.

B. Granular portions of the existing fill materials and stockpiled materials on site may be reused as fill or backfill provided its reuse is approved by the project Owner, larger materials greater than 4 inches or deleterious materials shall be completely removed from the material before reuse, and the material is moisture conditioned to permit adequate compaction to 95 percent of the maximum dry density as determined by the Modified Proctor Test.

C. The Contractor shall supply the Owner with the results and a letter which states: the name of the affiant and relationship to the source of the fill; the location where the fill was obtained, including the street, town, lot and block, county, and state, and a history of the site which is the source of the fill; and a statement (certification) that to the best of the affiant’s knowledge and belief the fill being provided is not contaminated pursuant to any applicable remediation standards and the steps taken to confirm such. The material must be pre-approved by the Owner and the Engineer prior to the date of its intended use as backfill at the property.

D. The Contractor shall provide to the Owner the name, location, contact information, and permit/licenses numbers of the proposed source of each material type to be imported to the property, a minimum of ten (10) working days in advance of the proposed material importation.

E. The Contractor shall provide to the Owner and Consultant clean fill documentation as identified in the NJDEP Alternative and Clean Fill Guidance for SRP Sites, latest edition, for each individual material type; a minimum of ten (10) working days in advance of the proposed material importation. Inclusive to this presentation shall be laboratory analytical results (in both hard copy and electronic format (including EDD).

F. The Owner shall review the clean fill documentation for each individual material type, and provide approval/comment regarding the proposed use of the material(s). The material must be approved by the Owner prior to the date of its intended use as backfill at the property.

G. The Owner has the discretion to deny the proposed material for any reason. Should the material be denied by the Owner, the Contractor at their own expense, is responsible for identifying another material and/or source, and repeating the submission efforts.

H. The Owner reserves the right to sample the proposed fill material and perform laboratory analysis prior to same entering the property.

I. The contractor is responsible for submitting weigh tickets for all Clean Fill for review and approval.

J. Excavations: Backfill as promptly as practicable, but only after approval by Neglia Group. Do not backfill with excavated material unless said material meets the requirements of this Section.

K. Place backfill and fill materials in layers not more than 12 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.

L. Place fill and backfill against foundation walls, and in confined areas (such as trenches) not easily accessible by larger compaction equipment, in maximum 6-inch-thick (loose depth) layers.

M. Prevent wedging action of backfill against structures by placing backfill uniformly around structure to approximately same elevation in each layer. Place backfill against walls of structures containing basements or crawl spaces only after the first floor structural members are in place.

N. Under Exterior Concrete Slabs and Steps:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place 12 inches of select granular material over subgrade surface.

O. Under Interior Concrete Slabs:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place 6 inches of select granular material over subgrade surface.

P. Under Pavements and Walks:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place as indicated.

Q. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over 4 inches in diameter within the top 12 inches of suitable material.

R. Plastic Pipe and Cement Water Pipe in Trenches: Place cushion material a minimum of 4 inches deep under pipe, 4 inches on both sides, and 4 inches over top of pipe. Complete balance of backfill as specified.

S. Copper Tubing and Steel Gas Pipe in Trenches: Place cushion material a minimum of 6 inches deep under pipe, 6 inches on both sides, and 4 inches over top of pipe. Complete balance of backfill as specified.

T. Rigid Non-Metallic Conduit: Except where concrete encasement is required, place cushion material a minimum of 4 inches deep under conduit, 4 inches on both sides, and 12 inches over top of conduit. Complete balance of backfill as specified.

3.8 COMPACTION

A. Compact each layer of fill and backfill for the following area classifications, including areas which are to be overexcavated, to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than 3 percent drier or more than 2 percent wetter than the optimum content as determined by 1557. The Compaction testing shall be performed in accordance with ASTM D 6938 (nuclear gauge) or D-1556 (sand cone test):

Structures: 95%
Field: 95%
Concrete Slabs and Steps: 95%
Landscaped Areas: 90%
Pavements and Sidewalks: 95%
Pipes: 95%

3.9 SITE GRADING

A. The site shall be graded within the limits shown on the Plans or as directed by the Engineer. The Contractor shall grade the sub-grade according to the elevations shown on the Plans, taking into account the thickness of the layers above. The soil shall be placed uniformly in layers not to exceed 12 inches loose thickness. Each layer shall be compacted to 95% of its maximum dry density determined by the Modified Proctor Test.

B. Rough Grading: Trim and grade area required by this Contract to a level of 4 inches below the finished grades indicated, unless otherwise specified herein, or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.

C. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:

1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.

2. Walks and Pavements: Place and compact subbase material as specified. Shape surface of areas to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.

3. Building Slabs: Grade subbase material smooth and even, free of voids, compacted as specified to within 1/4 inch above or below required subbase elevation.

4. Artificial Grass Turf: Place and compact subbase material as specified. Shape surface of areas to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.

D. The Contractor shall make provisions to implement approved dust control measures while performing this work as not to impact surrounding residences. Should the Contractor fail to implement these measures, he will be responsible to power wash all structures at no additional cost to the Owner.

3.10 SUBGRADE SURFACE FOR WALKS, ARTIFICIAL GRASS TURF AND PAVEMENT

A. Shape and grade subgrade surface as follows:

1. Walks: Shape the surface of areas under walks to required line, grade and cross-section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.

2. Pavements: Shape the surface of areas under pavement to required line, grade and cross-section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.

B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

C. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.

3.11 TESTING AND DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

A. Remove from the project site and dispose of excess and unsuitable materials including materials resulting from excavation, clearing and grubbing and removal of existing improvements.

B. Transport excess and unsuitable materials, including materials resulting from excavation, clearing and grubbing and removal of existing improvements, using NJDEP A-901 licensed waste transporters to a facility licensed to accept contaminated soil. The Contractor shall be responsible for collection and laboratory analysis of samples required by the disposal facility, and shall provide the results of the laboratory analysis and soil disposal documentation (weigh tickets and manifests).

C. Remove impacted soil in the following manner while under the oversight of the Owner:

1. The Contractor shall cooperate with the Engineer's directives regarding excavation and stockpiling of impacted soil. No soil shall be removed from the excavations as impacted without the approval of the Engineer. The Contractor will not be compensated for the unauthorized excavation of impacted soil. The Contractor shall backfill such unauthorized excavation with certified clean fill at no additional cost

to the Owner. Impacted soil shall be excavated and placed within the designated areas.

2. Impacted soil excavated shall be stockpiled on 10-mil polyethylene plastic sheeting and covered with the same. Provide adequate means to secure the 10-mil polyethylene plastic sheeting so that the stockpiled soil remains fully covered. Maintain all plastic sheeting, and provide required repairs the sheeting, and/or re-covering of the stockpiled soil as necessary.
3. Install adequate runoff and sediment controls to prevent the migration of contaminated soil or runoff from the stockpiled soil to other areas of the site. Any soil or runoff that migrates from the stockpiled soil to unaffected areas of the property will be the Contractor's responsibility to remediate and dispose of. The Contractor will solely incur these costs.

3.12 FIELD QUALITY CONTROL

A. Compaction Testing: Notify Neglia Group at least 3 working days in advance of all phases of filling and backfilling operations. Compaction testing will be performed by an independent lab retained by the Owner to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on layers of the fill and backfill as determined by the Engineer and in general accordance with ASTM-6938 (nuclear gauge) or D-1556 (sand cone). If a compacted layer fails to meet the specified percentage of maximum density, the layer shall be recompacted and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved. If the required density is not achieved, removal and replacement of the material should be performed in accordance with the Owner's Engineer.

3.13 PROTECTION

A. Protect areas from traffic and erosion, and keep them free of trash and debris.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of earthwork, for which payment will be made, will be on a lump sum basis for the item **EARTHWORK** in the **BASE BID** Proposal, which the price shall include the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto as required for preparation, excavation, testing (as indicated above), stockpiling, transportation, grading, spreading and compacting all material required for the earthwork operations as specified herein and as indicated within the contract plans or as directed by the Engineer. This includes all existing topsoil to be stockpiled, screened, spread, and utilized as backfill. It is the Contractor's responsibility to compute the amount of earthwork required to construct the proposed improvements.

B. Payment for Testing & Disposal of Unsuitable Soils shall be made on a reimbursement for all work within the allowance price given for item **CONTRACT ALLOWANCE FOR TESTING AND DISPOSAL OF UNSUITABLE SOILS** in the **BASE BID**

Proposal, which price shall include the cost of excavating, temporary stockpiling, testing, and disposing of all nonhazardous contaminated materials excavated that are unsuitable for backfill as set forth at NJAC 7:14-2.13 and at the discretion of the engineer and not considered to be solid waste pursuant to NJAC 7:26-1.6., any and all materials, all labor and equipment and all else necessary and incidental thereto.

END OF SECTION

SECTION 311300 – TREE REMOVAL

PART 1 – GENERAL

1.1 DESCRIPTION

A. Tree Removal shall include the work of cutting, removing and disposing all specifically designated individual trees including all limbs, trunks, stumps and roots and the restoration and replacement of all structures including, but not limited to, curbs, sidewalks, driveway aprons, utilities, vegetation, or other property which may be damaged as a result of the Tree Removal, unless removal and/or replacement of such is outlined in these Specifications and an item included in the Proposal. Tree Removal shall also include the topsoil and sodding or asphalt overlay of all disturbed areas.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Sidewalks, curbs, driveway aprons, topsoil and seed shall comply with the requirements listed elsewhere in these Specifications.

B. Any additional material which may be required during construction shall be subject to the approval of the Engineer.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

State Standard Specifications and Bergen County Soil Conservation District Regulations.

A. All trees to be removed under this item shall be marked by the Engineer before any Tree Removal. Each tree designated for removal shall be completely removed, except for the stump which shall be grinded to twelve (12) inches below the existing ground surface. Where specified, the sidewalks and curbs shall be removed and the roots under these shall be removed. The disturbed area shall be backfilled with topsoil and seed, or filled with asphalt as herein specified.

B. Cutting of trees shall be done by competent workman only and in a workmanship like manner. All trees shall be topped and limbed previous to filling, unless otherwise directed by the Engineer. If necessary, trees shall be felled in sections and disposed of to prevent damage to adjacent vegetation, structures, utility wires, or other property.

C. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct, on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor, at his expense, to a condition equal to that existing before such damage or injury was done, or he shall make good such damage or injury in such other manner as

may be acceptable to the Engineer.

D. It shall be the responsibility of the Bidders to ascertain, by their own inspection and investigations the sizes and types of trees to be removed and to determine and supply the necessary equipment to perform the work.

E. All trunks, limbs and branches shall be removed from the site as well as sweeping and removal of all chips to a degree that is satisfactory to the Engineer.

F. Prior to the removal of any trees, the Contractor shall provide for, if needed, the disconnection of all water, sewer, gas, electric, telephone and cable television service facilities that may interfere with the safe performance of the work. The Contractor shall notify the Municipality and utility companies of the time any such disconnections may be needed and the cost of any and all such utility work, including charges, if any, which may be made by the Municipality and utility companies shall be borne by the Contractor and shall be included in the price bid.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for Tree Removal shall be made on per unit basis at the price bid for the item **TREE REMOVAL, OVER 6" TO 12" DIAMETER** in the **BASE BID** Proposal, which prices shall include all materials, labor, and all else necessary therefore and incidental thereto for the removal of trees as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 312316 – EXCAVATION, UNCLASSIFIED

PART 1 – GENERAL

1.1 DESCRIPTION

A. Excavation Unclassified shall consist of the excavation, removal, export and disposal of all materials of whatever nature, bituminous concrete, concrete, regulated waste, rock, boulders, brick, stone, and concrete masonry, small structures, removal of any other materials encountered of whatsoever nature, if and where directed, required for the proposed construction, the stockpiling and disposal of all excavated materials, the transportation of the excavated material, the construction of embankments with the material excavated when so required, the disposal of unsuitable and surplus materials, and all other work as herein described.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. 2019 NJDOT Standard Specifications – Section 202 – Excavation.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for Excavation Unclassified will be made on a cubic yardage basis at the price bid for the item **EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)** within the **BASE BID** Proposal, which the price shall include the cost of any and all materials, all labor and equipment and all else necessary and incidental thereto.

B. No specific payment will be made for excavated material associated for construction related to ADA ramp and sidewalk improvements. These shall be included in the price bid for other quantities within the respective bid items, which the price shall include the cost of any and all materials, all labor and equipment and all else necessary and incidental thereto.

END OF SECTION

SECTION 312319 – DEWATERING

PART 1 – GENERAL

1.1 DESCRIPTION

A. The Contractor shall at all times provide ample means and equipment with which to promptly remove and dispose of all water and drainage entering the excavations or other parts of the work, and to keep such excavations dry until the structures to be built therein are completed. In no case will the placing of masonry be permitted with water in the excavation.

B. Dewatering methods and equipment shall be subject to the approval of Neglia Group, and all water removed from the work shall be disposed of in a manner without damage to adjacent properties.

C. All applicable NJDEP regulations must be maintained with respect to dewatering and discharge. Any applicable construction permits must be obtained prior to construction.

D. Should dewatering be required, the contractor shall coordinate said effort with the project Engineer to ensure compliance all applicable requirements.

E. Contractor shall note that dewatering may be necessary for the construction of the proposed improvements and must be anticipated when bidding of the project.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. No specific payment will be made for dewatering and the cost thereof shall be included in the prices bid for the installation of the proposed concrete ramp. Temporary sheeting of any type used shall also be included in the prices bid for the appropriate pay item.

END OF SECTION

SECTION 312500 – EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work performed under this item shall include construction of all soil erosion structures, improvements, temporary seeding or mulching, temporary matting, and general soil stabilization as shown on the plans.

B. A soil erosion and sediment control certification will be obtained for the project based on the Soil Erosion and Sediment Control Plan included in the Contract Documents. In the event that the Contractor deviates from the previously-approved plan, it shall be their responsibility to obtain subsequent approval from the Bergen County Soil Conservation District, at no cost to the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials shall be in conformance with the Plan and Details, and shall include silt fences, inlet filters, stabilized construction accesses, jute matting, floating turbidity barriers, soil stockpiles, soil membrane, hay bales, and soil stabilization. All materials shall be approved by Neglia Group or the Bergen County Soil Conservation District.

B. Temporary matting for construction operations shall be as manufactured by Mabey, or approved equal.

C. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. State Standard Specifications and Bergen County Soil Conservation District Regulations.

B. Contractor is advised that a 48-hour notice prior to construction activities must be given to the Bergen County Soil Conservation District.

C. All erosion and sedimentation control measures shall be in-place prior to any soil disturbances, 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.

D. 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, current edition.

E. Disturbed areas that will be exposed in excess of 14 days shall be temporarily seeded and/or mulched until proper weather conditions exists for establishment of a permanent vegetative cover except in areas where final restoration is expected to be completed within seven days after the completion of construction, in which case no temporary protective measures will be required. If final restoration is expected to begin more than seven days and completed more than 30 days after the start of construction, seeding shall be required for temporary protection, except where seasonal conditions are not suitable for growing vegetation. In this case, mulch may be applied until conditions are suitable for establishing vegetative cover or until final restoration is implemented.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Soil Erosion and Sediment Control Measures, for which payment will be made, will be on a lump sum basis for the items **SOIL EROSION AND SEDIMENT CONTROL MEASURES** in the **BASE BID** Proposal, which price shall include the furnishing of all materials, labor and equipment, and all else necessary therefore and incidental thereto as required by the Bergen County Soil Conservation District.

END OF SECTION

SECTION 320116 – MILLING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Milling shall consist of the removal, without heat, of all or part of the depth of an in-place bituminous concrete or Portland cement concrete pavement, as necessary to produce the specified profile, cross-section, and grid surface or bonding surface, as required or specified by the Engineer.

B. The texture produced for finished pavement shall be a grid surface with discontinuous longitudinal grooves.

PART 2 – PRODUCTS

2.1 MATERIALS

A. The equipment used for milling shall be a power operated planning, grinding, or cutting machine, capable of removing, without heat, and in one pass, the specified layer of pavement to a maximum depth of four inches. The equipment shall be capable of accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control and shall have positive means for controlling cross slope elevations. Additionally, it shall be capable of cutting daylight while maintaining the desired profile. The operating speed of the machine shall be variable and adequate to leave the specified grid surface and to produce milled material approximately 3/4-inch size, if so specified elsewhere, herein. The equipment shall also have an effective means for removing milled material from the surface and for preventing any dust resulting from the operation from escaping into the air.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. The pavement surface shall be milled and removed to the depth, width, grade and cross-section shown on the Plans, specified elsewhere, or as directed by the Engineer.

B. Milling shall start at the gutter line and progress toward the center of the roadway.

C. The stringline reference system shall consist of suitable wire supported by approved devices compatible with the type of automatic grade control systems used. The string line and supports shall be capable of maintaining the line and grade designated by the Plans at the point of support, while withstanding the tensioning necessary to prevent sag in excess of 1/4 inch between supports spaced fifty feet apart. Additional supports shall then be installed to provide a minimum spacing of twenty-five feet between same, or less, if directed by the Engineer, to remove any apparent deviation of the string line from theoretical grade.

D. The Contractor shall establish the string line reference system. The Contractor shall furnish all materials, equipment, labor and incidentals required to construct the string line reference system as described herein, and shall maintain same until its use is no longer required.

E. Grade control for other passes of the machine shall be ski type. Automatic grade controls will not be required on sections of the project where intersections or other conditions interfere with their efficient operation.

F. Pavement to be milled in areas not accessible to the milling machine shall be removed by other equipment, as approved by the Engineer.

G. The pavement shall be swept clean by mechanical brooming immediately after completion of the milling operation.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Milling, for which payment will be made, will be the area actually milled to an average depth in accordance with Plans and Specifications, or as directed by the Engineer, without deduction of areas occupied by manholes and similar structures within the pavement area.

B. Payment for milling will be made for the quantity, as above determined, measured in square yards, at the unit price bid for the item **HMA MILLING, 3" OR LESS** in the **BASE BID** and **ALTERNATE BID 1** Proposals, which price shall include removing the specified depth of pavement, removal and disposal of milled material, sweeping, repair of existing curb and driveway aprons damaged, all materials, labor and equipment, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 321123 – DENSE GRADED AGGREGATE

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include the placement of a ¾-inch certified clean dense graded aggregate or quarry process stone, as directed by the Project Engineer, at thicknesses shown within the plans and details, including all necessary excavation and removal of all earth, rock, boulders, brick, stone and concrete masonry, including small structures and other materials encountered. It shall also include all necessary transportation, grading, placement and disposal of material.

PART 2 – PRODUCTS

2.1 MATERIALS

A. The stone shall be free from pieces coated with clay, caked stone dust and other objectionable materials. It shall not contain more than 5% of weathered and decomposed rock, not more than 5% of stone of types other than the type being used, in accordance with the Specifications, and not more than 7% by weight of flat or elongated pieces. A flat piece shall be one in which the ratio of the width to thickness of its circumscribing rectangular prism is greater than 5:1, and an elongated piece shall be one in which the ratio of the length to width of its circumscribing rectangular prism is greater than 5:1. The percentage of wear shall be determined in accordance with AASHTO Designation T3.

B. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. Excavation and backfill of the certified clean Dense Graded Aggregate or Quarry Process Stone shall be in accordance with the applicable Sections and/or Subsection for Roadway Excavation of the current NJDOT 2019 Standard Specifications.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Dense Graded Aggregate, as directed by the Engineer utilized for the pavement surfaces, for which payment will be made, will be on a per square yardage basis for the item **DENSE GRADED AGGREGATE BASE COURSE, 6" THICK** in the **BASE BID** Proposal, which price shall include the cost of all materials, equipment, and labor, including all portions required below grade, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

B. No specific payment will be made for the utilization of Dense Graded Aggregate or Quarry Process Stone for construction of sidewalk, curb, aprons, reinforced concrete pads, foundations, drainage pipe or any structures not specifically identified in the Quantity and Payment Section A above.

END OF SECTION

SECTION 321217 – HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64

PART 1 – GENERAL

1.1 DESCRIPTION

A. Hot Mix Asphalt Surface Course shall be Mix 9.5M64, constructed in a single layer, and conforming to the lines and grades and at the 2 inch thickness after compaction, as shown on the construction drawings. This surface course shall be installed on the existing base after the application of a tack coat, in accordance with these specifications. This surface course shall be used within the project site and on municipal roadways. This work includes the cutting and sealing of flexible expansion joint(s) to aid in the longevity of the asphalt's structure, specifically within the basketball court.

PART 2 – PRODUCTS

2.1 MATERIALS

A. The bituminous materials for Mix 9.5M64 shall consist of asphalt cement. The penetration grade shall be 85/100, conforming to the requirements specified therefor in the applicable Sections and/or Subsections for bituminous materials of the standard specifications unless otherwise directed by the Laboratory. All other materials shall be as shown in the Standard Specifications. The contractor to procure valve boxes and valve extensions as needed from the local utilities. All valve boxes to be set flush with finished roadway and to be included in the surface course pay item.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. This article shall be as set forth in the NJDOT 2019 Standard Specifications.

B. The Contractor shall be responsible for hiring an independent laboratory, which has been approved by Neglia Group, for the purpose of taking pavement cores. These cores shall be tested to determine the conformance of the materials with the Specifications. Tests will be made for composition, air voids, and thickness.

C. The Contractor shall supply Neglia Group with two (2) copies of all results.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity for which payment will be made, will be the actual tonnage delivered and used. In computing the tonnage, proven truck weights shall govern. The net weight mixture delivered in each truckload shall be determined in the following manner. Each truckload of material delivered shall be weighted by a certified weigh master, on certified scales approved by the Division of Weights and Measures, Department of Law and Public Safety. The weigh master shall furnish to the truck driver duplicate weight

slips showing the gross, tare and net weight. To each weight slip shall be affixed their signature and official seal or approved commissioned stamp attesting that they are a duly constituted weigh master. One of these delivery slips shall be furnished to the Engineer's Representative on the project.

B. No material will be accepted unless accompanied by such a delivery slip, which shall be completely legible and clearly indicate the title of the project for which delivery is intended.

C. The Engineer shall deduct the weight of all material lost, wasted, damaged or rejected, or laid in excess of the Engineer's direction or contrary to the Specifications, in determining the quantity for payment.

D. The quantity of Hot Mix Asphalt Surface Course for which payment will be made will be on a tonnage basis for the item **HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64** in the **BASE BID** and **ALTERNATE BID 1** Proposals, which price shall include the cost of any and all material, labor and equipment and all else necessary and incidental thereto for completion of operations as specified herein and as shown on the plans or directed by the Engineer.

E. Payment will be made under this item for the work related to proposed flexible expansion joints within the site. This work will be made payable on a linear foot basis for the item **CONSTRUCT BASKETBALL COURT FLEXIBLE EXPANSION JOINT** in the **BASE BID** Proposal, which price shall include the cost of any and all material, labor and equipment and all else necessary and incidental thereto for completion of operations as specified herein and as shown on the plans or directed by the Engineer.

F. No specific payment will be made for Hot Mix Asphalt Surface Course associated with ADA curb ramp improvements, concrete sidewalk improvements and curb improvements, and the cost thereof shall be included in the prices bid for the various items within the bid Proposal which price shall include the cost of any and all material, labor and equipment and all else necessary and incidental thereto for completion of operations as specified herein and as shown on the plans or directed by the Engineer.

END OF SECTION

SECTION 321540 – CLEAN CRUSHED STONE

PART 1 GENERAL

1.1 DESCRIPTION

A. The ¾-inch Clean Crushed Stone shall include the furnishing and placing of stones as indications on the Construction Details or on the plans.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.1 MATERIALS – METHODS OF CONSTRUCTION

A. Clean Crushed Stone shall be uniform in texture and quality and shall conform to the 2019 NJDOT Standard Specifications for Broken Stone and Pipes.

B. The embankment/erosion control fabric shall be Mirafi 140S, or approved equivalent.

C. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Clean Crushed Stone, as directed by the Engineer, for which payment will be made, will be on a per cubic yardage basis for the item **¾" CLEAN CRUSHED STONE** in the **BASE BID** Proposal, which price shall include the cost of all materials, equipment, and labor, including all portions required below grade, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

B. The Contractor is advised that the quantity of clean crushed stone required to construct concrete sidewalks and pads shall be paid for under the prices bid for said items. No separate payment will be made for clean crushed stone associated with concrete sidewalks and pads.

C. The majority of the clean crushed stone for this project will be used for the concrete wall construction, and the filling of the existing dirt swale adjacent to the north side of the existing concession building.

END OF SECTION

SECTION 321613 – CONCRETE CURBS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Concrete, Depressed and Barrier Curbs shall include the excavation and removal of all earth, rock, boulders, brick, stone and concrete masonry, including small structures and other materials encountered of whatever nature, required for the construction of concrete curb of whatever reveal is proposed and as shown on the plans and details. It shall also include the transportation and disposal of the excavated materials; the construction of embankments with the materials excavated; the disposal of unsuitable and surplus materials; and other work as shown on the plans or specified herein.

PART 2 – PRODUCTS

2.1 MATERIALS

A. 2019 NJDOT Standard Specifications.

B. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. Construction shall be in accordance with the applicable Sections and/or Subsections for Curbs within the 2019 NJDOT Standard Specifications.

B. On-site and Off-site curb shall be as per the Plans and Details.

C. Excavation and backfill shall conform to the applicable Sections and/or Subsections for Roadway Excavation of the NJDOT Standard Specifications. The backfill and curb foundation shall be well compacted by means of flat-faced mechanical tampers, or by other means to be approved by Neglia Group, and in accordance with the applicable Sections and/or Subsections of the 2019 NJDOT Standard Specifications.

D. Curbs at handicap ramps shall be depressed so that the top is flush with the adjacent pavement or shoulder surface.

E. Barrier curbs shall include the required reinforced per the construction details.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for concrete curbs will be made for the quantity of each, as above determined, measured in linear feet, at the price per linear foot bid for the item **FURNISH AND INSTALL 9" X 18" CONCRETE CURB** in the **BASE BID** and **ALTERNATE BID 2** Proposals, which the price shall include the cost of backfill, construction of curbs and headers, removal of existing curbs, expansion joints in curb and between curb and adjacent concrete pavement or base course, doweling curbs to pavement, if prescribed, all work included in the two foot pay limit as shown in the detail, and cleaning pavement in connection therewith, all materials, labor and equipment, and all else necessary to construct concrete curbs as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 321623 – CONCRETE SIDEWALK / PAD

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include the construction of Portland Cement Concrete sidewalk, sub-base, and the subgrade therefore, the excavation and removal of all earth, rock, brick, stone and other materials encountered of whatever nature, required for the construction of concrete sidewalk. It shall also include the transportation of excavated materials; the construction of embankments with the materials excavated; the disposal of unsuitable and surplus materials; and other work as herein described. Portland Cement Concrete Sidewalk is hereinafter termed concrete sidewalk. The width of the concrete sidewalks shall be as shown in the site plans.

B. Concrete Pads, 6" Thick Reinforced, shall include the construction of Portland Cement Concrete landings and pads (6" thick) as shown on the plans for the pavilion structure and shall include the excavation and removal of all earth, rock, boulders, brick, sawcutting, stone and concrete masonry, including small structures and other materials encountered of whatever nature, required for the construction of reinforced concrete aprons. Concrete pads shall be constructed as shown on the plans and details. It shall also include the transportation and disposal of the excavated materials; the construction of embankments with the materials excavated; the disposal of unsuitable and surplus materials; and other work as shown on the plans or specified herein.

1.2 SUBMITTALS

A. Design Mixes: For each type of concrete.

B. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.

C. Scaled shop drawing of scoring pattern.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall have a minimum of 20-years' experience in manufacture of specified products.

B. Installer Qualifications: An installer with a minimum of 10 years of experience with a minimum of three jobs of similar scope and quality.

C. Comply with the requirements of ACI 301.

D. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.

E. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Concrete and subgrade material shall be in accordance with the applicable Sections and/or Subsections for Sidewalks and Driveways in the 2019 NJDOT Standard Specifications.

1. Concrete mix design for colored concrete shall meet the following:
   a. Slump shall be consistent throughout at 4-inches or less. At no time shall slump exceed 5-inches.
   b. Do not add calcium chloride to the mix as it causes mottling and surface discoloration.
   c. Supplemental admixtures shall not be used unless approved by manufacturer.
   d. Do not add water to the mix in the field.
   e. Maximum air content shall not exceed 3 percent.

B. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements.

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. Methods of construction shall be in accordance with applicable Sections and/or Subsections for Sidewalks and Driveways of the 2019 NJDOT State Standard Specifications.

B. Excavation shall be in accordance with applicable Sections and/or Subsections of the 2019 NJDOT Standard Specifications.

C. All concrete sidewalks on-site shall have saw-cut joints, ½-inch-deep, every 5 feet or as indicated on the drawings. **Contractor shall provide a saw-cut joint pattern in the form of a shop drawing submittal.**

D. All operations pertaining to handling, measuring, and batching materials, and mixing concrete, shall conform to the requirements specified in applicable Sections and/or Subsections for Handling, Measuring, and Batching Materials; and applicable Sections and/or Subsections for Mixing Concrete in the 2019 NJDOT Standard Specifications.

E. Concrete sidewalks shall be 4 inches thick, to the dimensions specified on the plans.

F. Concrete curb ramps (either ADA-compliant pedestrian ramps or driveway aprons) and concrete pads (including dugout pads) shall be 6 inches thick, with reinforcement (per 2019 NJDOT Standard Specifications).

3.2 PROTECTION OF FINISHED WORK

A. Contractor shall protect the finished work as required to ensure no damage until final inspection and acceptance by Owner.

B. Prohibit foot or vehicular traffic on the newly poured concrete surface.

C. Barricade area to protect newly poured concrete.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The cost of concrete sidewalk, for which payment will be made, will be on a square yardage basis for the items **CONSTRUCT CONCRETE SIDEWALK, 4" THICK** in the **BASE BID** and **ALTERNATE BID 2** Proposals**;** and **CONSTRUCT CONCRETE SIDEWALK, REINFORCED, 6" THICK** in the **BASE BID** Proposal, which prices shall include the furnishing of all materials, labor and equipment, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 321826 – POURED-IN-PLACE SAFETY SURFACING

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item includes furnishing and installing a unitary synthetic dual density rubber seamless surface, poured in place and troweled to provide for a resilient, seamless rubber surface installed over the specified base. This item shall include all labor, materials, tools, equipment and appurtenances necessary to perform all work and services for the installation of the service, to include but not be limited to, excavation and disposal of excess materials, aggregate base, cushion course, wearing course, binder, and perimeter concrete curbing, as required, or as directed by the Engineer. Depth of safety surfacing is to be installed in accordance with the critical fall heights as determined by the play equipment manufacturer. The surface shall be stable and slip resistant to comply with all requirements set forth in the Americans with Disabilities Act. The manufacturer shall be IPEMA certified, and all of Equipment shall be IPEMA certified.

1.2 PERFORMANCE REQUIREMENTS

A. Impact Attenuation: According to ASTM F 1292-13 or latest version.

1. Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head injury Criteria (HIC).

B. Accessibility of Surface Systems: According to ASTM F 1951-13 or latest version.

1. All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

C. Coefficient of Friction: According to ASTM D2047-82

1. All products must meet a minimum standard on coefficient of friction of .9-wet, 1.0 dry.

D. IPEMA certified: Product and crew chiefs must be IPEMA certified.

E. Flammability of Finished Floor cover: According to ASTM D2859

F. Tensile Strength: According to ASTM D412-87

1. Test results for wear course must be a minimum tensile strength of 60 PSI and minimum % elongation @ break of 150%.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: Contractor shall have a minimum of five years' experience

installing playground protective surfacing similar in size and scope. An employer of workers trained and approved by manufacturer. Crew chief must be IPEMA Certified.

B. Source Limitations: Obtain playground surface system material, including primers and binders, from single source from single manufacturer specified, or approved equal.

1. Provide secondary materials including adhesives, primers, and repair materials of type and from source recommended by manufacturer of playground surface system materials.

C. Standards and Guidelines: Comply with CPSC No. 325, "Handbook for Public Playground Safety"; ASTM F 1292; and ASTM 1487.

1. Critical Height: Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur".

1.4 SUBMITTALS

A. Product Data: For each type of produce indicated.

B. LEED Submittals: Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and pre-consumer recycled content. Include statement indicating cost for each product having recycled content.

C. Shop Drawings: For each playground surface system, include materials, plans, cross sections, drainage, installation, and edge termination. Include details of graphics, if applicable.

D. Samples for Initial Selection: For each type of playground surface system indicated.

1. Include similar Samples of playground surface system and accessories involving color selection. Contractor to provide samples from full color spectrum to Owner for review and approval.

E. Samples for Verification: For each type of playground surface system indicated.

1. Minimum 6-by-6-inch sample of synthetic rubber seamless surface.

F. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from Installers of the items involved:

1. Extent of surface systems, final color selection, and use zones for equipment.
2. Critical heights for playground surfaces and fall heights for equipment.

G. Qualification Data: For qualified installer and testing agency.

H. Product Certificates: For each type of unitary synthetic playground surface system, from manufacturer.

I. Product Test Reports: Based on evaluation of comprehensive tests of each standard in "Performance Requirements". The tests shall be performed by a qualified testing agency and completed for each unitary synthetic playground surface system. Product must be IPEMA certified.

J. Field quality-control reports.

K. Warranty: Sample of special warranty. Minimum of five years not pro-rated. A ten year non pro-rated warranty must also be available to include yearly maintenance.

L. Maintenance Data: For playground surface system to include in maintenance manuals.

M. Material Certificates: Material Certificates will be filled out and signed by specified manufacturer/supplier that specified materials were shipped and in proper amounts for square footage/thickness/color.

N. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.5 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system installation to be performed in accordance with manufacturer' written instructions and warranty requirement. Temperature should be 40 degrees F and rising during installation period. The installer shall have sole discretion based on their judgement to proceed or to halt the installation based on their judgement.

1.6 WARRANTY

A. Warranty Period: Five years from substantial date of completion.

1. Failures include, but are not limited to, the following:
   a. Reduction in impact attenuation as per ASTM 1292-13.
   b. Deterioration of surface and other materials beyond normal weathering and wear.
   c. Excessive UV fade/loss of color.
2. Impact attenuation under warranty for five years.

PART 2 – PRODUCTS

2.1 MANUFACTURER

A. The playground surface system shall be GT Impax Poured Rubber: Aromatic as manufactured by GameTime, a PlayCore, Ince. Company, and supplied by MRC, Box 106, Spring Lake, NJ, (800) 922-0070 or 732-781-9034 or 732-458-1111, contact Donald Cooper, or approved equal.

2.2 UNITARY SYNTHETIC DUAL-DENSITY SEAMLESS SURFACE

A. Surface System: Poured-in-place, two-layer system with wearing course over cushion course. Provide manufacturer's standard thickness for each layer as required for overall thickness indicated, tested for impact attenuation according to ASTM 1292-04 and for accessibility according to ASTM 1951.

1. Products: Subject to compliance with requirements, provide the following:

   GT Impax, by GameTime, (800) 922-0070, or approved equal.

2. Wearing Course: Minimum ½" thick after troweling using TPV granules 1-3.5 mm manufactured by Rosehill Polymers as distributed by American Recycling Center in Owosso, Michigan. A 5/8" rod will be used to level the material so that when troweled it will be ½" thick. Urethane shall be 11.5 lbs per 55 lb bag or 21% of the weight of the rubber used if partial bags are required. All colors must be UV stable for a minimum of 5 years. Polymer content must be 25% minimum. EPDM is not an equal. Aliphatic grout or .5 to 1.5 mm granules will be applied under all high impact areas. Tiles will not be allowed. Wear mats will not be allowed.

3. Cushion Course: Manufacturer's standard formulation of 5" chunk rubber with correct amount of urethane for impact attenuation and longevity. Chunk rubber may not be recycled SBR rubber from tires. It must be high quality virgin derived rubber that is pre-consumer recycled product.

4. Binder: Weather-resistant, UV-stabilized, flexible, nonhardening, 100 percent solids polyurethane complying with requirements of authorities having jurisdiction for nontoxic and low VOC content. Binders allowed are Prem Arc urethanes as distributed by American Recycling Center in Owosso, Michigan. No TDI urethanes will be permitted.

5. Lacquer Top Coat: manufacturer's standard polyurethane-based formulation.

6. Critical Height: as required by play equipment manufacturer

7. Overall Thickness: Minimum 5" Thick

8. Primer/Adhesive: Manufacture's standard primer and weather-resistant, moisture-cured polyurethane adhesive suitable for unit, substrate, and location indicated.

9. Wearing Course Color(s): To be selected by the Borough of Fairview prior to construction. Contractor to provide color samples from full color spectrum for review and approval.
   a. Color and pattern: To be selected by the Borough of Fairview prior to construction.

B. Leveling and Patching Material: Portland cement-based grout or epoxy-or polyurethane-based formulation suitable for exterior use and approved by playground surface system manufacturer.

2.3 BASE MATERIAL

A. Base material shall conform with the specification for clean crushed stone.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, subgrade and substrate conditions, drainage, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and in thickness indicated.

B. Subsurface drainage shall be installed prior to the installation of the aggregate base.

3.3 INSTALLATION OF AGGREGATE SUBSTRATE

A. General: Prepare substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Install aggregate base as the thickness indicated on the plans.

C. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

1. The base shall have a minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge. Stone base shall be compacted to a 95% Standard Proctor Compaction per ASTM test standards. The final condition of the stone shall be level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required for each area and shall be submitted to the Engineer prior to installation of SBR layer.

3.4 INSTALLATION OF SEAMLESS PLAYGROUND SURFACE SYSTEM

A. The entire subsurface shall be clean, dry and free from any foreign and loose material prior to installation.

B. Seamless Surface: Mix and apply components of playground surface system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface and impact-attenuating system of total thickness indicated.

1. Substrate Primer: Apply over prepared substrate at manufacturer's standard spreading rate for types of substrate.

2. Poured Cushion Course: Spread evenly over primed substrate to form a uniform layer applied at manufacture's standard spreading rate in one continuous operation, with a minimum of cold joints. Thickness of cushion course should meet ASTM 1292-04 guidelines and shall be a minimum of 1 inch thick.

3. Intercoat Primer; Over cured cushion course, apply primer at manufacture's standard spreading rate.

4. Wearing Course: Spread over primed base course to form a uniform layer applied at manufacture's standard spreading rate in one continuous operation and, except where color changes, with no cold joints. Finish surface to produce manufacture's standard wearing-surface texture.
   a. The wear course will have a minimum weight of 2.2 pounds per square foot.
   b. Where colored pattern is indicated, place adjacent colored material as soon as placed colored material is sufficiently cured, using primer or adhesive if required by manufacture's written instructions.
      i. If graphic designs and color transitions are used, they shall be full wear course depth. Color(s) to be determined by Owner and Engineer.

5. Lacquer Topcoat: Spray or roller applied at manufacture's standard coating rate in one continuous operation.

6. Edge Treatment: As indicated. Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness required to comply with safety performance requirements. Surface edges shall be flush with edge of adjacent area.

3.5 PROTECTION

A. Prevent traffic over system for not less than 48 hours after installation.

1. Surface installation crew shall be responsible for the protection of surface during the installation process.

2. General contractor shall be responsible of the protection of the surface during the curing period upon completion of the installation.

3.6 CERTIFICATION

A. Contractor shall provide a Playground Safety Compliance Audit from a Certified Playground Safety Inspector that the safety surface meets all CPSC and ASTM requirements.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Playground protective surfacing will be measured on a square yard basis for furnishing and full installation, including excavation and disposal of excess material, all material

including but not limited to certified clean ¾" clean crushed stone, cushion course, wearing course, all primers, topcoat, and binder in accordance with the Plans or as directed by the Engineer.

B. Payment for Poured-in-Place Playground Safety Surface will be made on a square yardage basis for the item **INSTALL POURED-IN-PLACE SAFETY SURFACE** in the **BASE BID** Proposal, which price shall include furnishing and full installation, including excavation and disposal of excess materials, and all material including but not limited to certified clean ¾" clean crushed stone, cushion course, wearing course, all primers, topcoat, and binder, perimeter curbing and all else necessary therefore and incidental thereto for complete poured-in-place safety surfacing as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 321828 – BASKETBALL COURT PAVEMENT SURFACE COAT

PART 1 - GENERAL

1.1 DESCRIPTION

A. This specification covers the application of a new wearing surface texture for the Plexipave Basketball Courts that have a sound, well-drained base of adequate thickness and stability. Existing surfaces should be properly sloped for good drainage, and free from cracks. The process consists of the repair of any minor depressions, followed by application of the Plexipave System or approved equal.

B. The success of the all-weather characteristics of resurfacing is dependent on a sound base (with good drainage) and asphalt concrete meeting the requirements of The National Asphalt Paving Association and the U.S. Basketball Association. Surface variation should not exceed 1/8 inch in ten feet. When measured in any direction with a straightedge and a slope of 1 inch in 10 feet, all in one plane.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The Contractor shall submit shop drawings regarding the approval of the color selection for the basketball court plexipave surface.

B. Basketballs Court Surface Coat shall be the "Plexipave Acrylic Latex Pavement Surfacing" as manufactured by:

PLEXIPAVE
150 Dascomb Road
Andover, MA 01810 USA
1-800-225-1141
(Or Approved Equal)
COLOR SHALL BE AS APPROVED BY OWNER

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. SURFACE PREPARATION

1. The surface to be coated must be sound, smooth, and free from dust, dirt or oily materials. Prior to the application of surfacing materials, the entire surface should be flooded, and checked for minor depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder using the following mix:

   a. 100 lbs. 60 – 80 mesh silica sand (dry)

   b. gallons Plexipave Court Patch Binder

c. 1 to 2 gallons Portland Cement (dry) (depending on humidity and temperature)

d. Tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. For more information see CPC Specification 10.14 or 10.21.

e. After patching, the surface shall not vary more than 1/8 inch in ten feet measured in any direction.

f. In order to provide a smooth, dense underlayment for the system, one application of California Acrylic Resurfacer or approved equivalent shall be applied to the surface to obtain a coverage of 15 – 20 sq. yds. Per gallon (.07 - .05 gallons per square yard). No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix:

1.	Acrylic Resurfacer	55 gallons
2.	Water (Clean and Potable)	20-40 gallons
3.	Sand (45-60 Mesh)	600 – 900 lbs.
4.	Liquid Yield	112 – 138 gallons

B. FORTIFIED PLEXIPAVE

1. Fortified Plexipave or approved equivalent shall be applied by rubber bladed squeegee on the clean, dry surface in 3 applications minimum or additional applications as necessary to obtain a total quantity of not less than .15 nor more than .23 gallons per sq. yd. of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured. Fortified Plexipave can be job mixed as follows:

a.	Plexipave Color Base	30 gallons
b.	Plexichrome	20 gallons
c.	Water	20 gallons

2. The diluted material shall be homogenous. Segregation before or during application will not be permitted.

3. The finished surface shall have a uniform appearance and be free from ridges and tool marks.

C. PLAYING LINES

1. Four hours minimum after completion of the color resurfacing, 2-inch wide playing lines shall be accurately located, marked, and painted with Line Paint as specified by U.S. Basketball Association**.**

D. LIMITATIONS

1. No part of the construction involving the Plexipave System or approved equal shall be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F. The Plexipave System or approved equal will not prevent surface or

structural cracks from reoccurring.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Basketball Surface Coat will be measured on a square yard basis for bid item **CONSTRUCT ACRYLIC BASKETBALL COURT SURFACING** in the **BASE BID** Proposal, which the price shall include the furnishing and full installation, including disposal of excess material, all material including but not limited to, all primers, all topcoat including additional coats as necessary to obtain full coverage uniform appearance, free from ridges, line striping and binder, and all else necessary therefore and incidental thereto for a complete basketball pavement surface coat as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 321829 – BASKETBALL LINE PAINT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Highly reflective marking paint for use over any bituminous surface or color coating system in recreational or light traffic areas. The finished application is non-glaring, highly resistant to climatic conditions, fast drying easily applied, and provides excellent hiding. Plexicolor Line Paint will not cause crazing, cracking, peeling, or deterioration to asphalt that is typical of solvent-type traffic paints. Also available as a texture line paint coatings fine silica fillers.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Line Paint shall be the "Hi-Hide Plexicolor Line Paint Textured" as manufactured by:

PLEXIPAVE
150 Dascomb Road
Andover, MA 01810 USA
1-800-225-1141
(Or Approved Equal)
COLOR SHALL BE AS PER OWNER

PART 3 - EXECUTION

3.1 METHODS OF CONSTRUCTION

A. APPLICATION
   1. Roller or Spray and Marking

B. DRYING TIME
   1. 30 minutes to one hour – 1 coat.

C. COVERAGE
   1. Approximately 150-200 square feet per gallon.

D. LIMITATIONS
   1. Apply only when ambient temperature is 50°F and rising.
   2. Do not apply when rain or high humidity is imminent,
   3. Not for application on general use roadways subjected to skidding tires, snowplows,

or chains.

4. Keep from freezing. Do not store in hot sun.
5. Keep containers tightly closed when not in use.
6. Do not apply when surface temperature is less than 50°F or more than 140°F.
7. Allow asphalt to cure at least 14 days.

E. PLEXICOLOR LINE PAINT

1. The Line Paint, as designated on drawings and in specifications, for use over asphaltic and tar emulsion surfaces including slurry coats, shall conform to the following characteristics and performance:
2. The paint shall be a 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls and shall be thinned with water only. The paint shall also be suitable for application by brush, spray, or roller.
3. All materials used in the manufacturing of paint shall be of good commercial quality entirely suitable for the purpose intended under normal conditions for use. For white color, the opaque portion of the pigment shall be rutile titanium dioxide and the vehicle shall consist of 100% acrylic polymer dispersed in water together with the minimum amounts of necessary additives; such as pigment dispersents, anti-foaming agents, and preservatives; but no driers shall be used.
4. The white paint shall meet a minimum requirement of total solids (percent by weight or paint) of 51.5% and a maximum pigment content (percent by weight of paint) of 36%. The white paint shall contain not less than three pounds per gallon of treated rutile titanium dioxide. A minimum fitness of grind of 4 and a viscosity (Krebs Units) of 80 minimum and 95 maximum is required. The paint shall brush easily and have good flowing, leveling, and spreading characteristics and shall be suitable for application by spray equipment or rollers

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Basketball Court Line Paint will be measured on a linear foot basis for bid item **INSTALL WHITE HIGH PERFORMANCE ACRYLIC PAINT, 2" THICK COURT STRIPING** in the **BASE BID** Proposal, which the price shall include the furnishing and full installation, including disposal of excess material, all material including but not limited to, all primers, topcoat, line striping and binder, and all else necessary therefore and incidental thereto for a complete basketball court pavement surface coat as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 323113 – CHAIN-LINK FENCE

PART 1 – GENERAL

1.1 DESCRIPTION

A. Chain-link Fence shall include the furnishing of materials and the erection of Black Vinyl Coated Chain-link Fence in accordance with the Contract Plans, Specifications, and the direction of the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

A. STEEL POSTS, RAILS, AND BRACES

1. All Structural and Roll-Formed shapes shall conform to provisions of ASTM A123 for galvanized coating. All tubular members shall comply with provisions of ASTM A120, Schedule 40, for weight and coating.

   END, CORNER AND PULL POST

   a. Fence: Up to 12 feet in Height: 3.00 inch O.D., galvanized Schedule 40 Pipe

   b. Fence: 20 feet in Height: 4.00 inch O.D., galvanized Schedule 40 Pipe

B. LINE POSTS (10 FOOT MAXIMUM SPACING)

1. Fabric: Up to 8 feet in Height: "C" Section, Standard Roll-Formed, 2.50 inch O.D., galvanized Schedule 40 Pipe

2. Fabric: 20 feet in Height: “C” Section, Standard Roll-Formed, 3.50 inch O.D., galvanized Schedule 40 Pipe

C. GATE POSTS

1. Gate Leaves - Up to and Including 6-Foot-Wide: Roll-Formed Section (2.50 inch O.D., Schedule 40 Pipe.)

2. Gate Leaves over 6-feet-wide: 2.50 inch O.D., Schedule 40 Pipe.

D. TOP RAIL, MID-RAIL & BOTTOM RAIL

1. 1-5/8 inch O.D., Schedule 40 Pipe, with minimum bending strength of 202 pounds. Furnish in manufacturer's standard lengths of approximately 21 feet with couplings approximately 6 inches long for each joint; one coupling in each five shall have an expansion spring. Provide means for attaching top rail securely to each gate, corner, pull and end posts. Top rail shall form continuous brace from end-to-end to each run of fence.

E. POST BRACING ASSEMBLY

1. Shall match top rail. Brace rail assembly shall be complete with 3/8-inch diameter rod and adjustable take-up.

F. CHAIN-LINK FABRIC

1. One piece fabric widths for fences up to 12 feet; 2 inch mesh, #9 gauge, as indicated on contract drawings. Fence Fabric shall be coated with Black PVC or polyolefin elastomer coating, 7 mil thickness minimum, thermally-fused.
2. SELVAGE EDGES
    a. Fabric in heights of 60 inches and under shall be knuckled at both selvages. Fabric 72 inches and over shall be knuckled at bottom selvage and twisted and barbed at top.
3. FINISHES
    a. Black vinyl-coating conforming to ASTM F 668 Class 2b, fused and adhered.

G. ACCESSORIES

1. All accessories, shall be black vinyl-coated.
2. STRETCHER BARS

    (For tubular end, corner, pull or gate posts only)

    a. One piece lengths equal to full height of fabric with a minimum cross-section of 1 inch x ¾ inch. Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
3. STRETCHER BAR BANDS
    a. Heavy pressed steel, spaced not over 15 inches O.C. to secure stretcher bars to tubular end, corner pull and gate post.
4. POLYCAP FENCE GUARD
    a. Provide PolyCap fence guard for 4-foot-high permanent outfield fencing. PolyCap shall be weather treated and UV-protected 4½-inch-diameter polyethylene. Secure PolyCap with matching ties every three feet.

H. GATES

1. Fabricate Gate Perimeter Frames of 2.50 inch O.D. tubular members, Vinyl Coated Galvanized ASTM A120. Provide additional horizontal and vertical members to insure proper gate operation and for attachment of fabric, hardware and accessories.
2. Assemble gate frames by welding or fittings and rivets for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges, and tie at top and bottom edges. Attach stretcher bars to gate frame at not more than 15 inches O.C. Attach hardware with rivets or by other means which will provide security against removal or breakage.
3. Provide diagonal cross-bracing consisting of 3/8-inch-diameter adjustable length truss rods on gates where necessary to provide frame rigidity without sag or twist.
4. GATE HARDWARE
    a. Provide the following hardware and accessories for each gate, finish shall be black vinyl-coating:

b. Hinges: Pressed steel or malleable iron to suit gate size, non-lift-off-type, offset to permit 180-degree gate opening. Provide one pair of hinges for each leaf.

c. Latch: Forked type or plunger bar type to permit operation from either side of gate. Provide padlock eye as integral part of latch.

d. Keeper: Provide keeper for all vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.

e. Double Gates: Provide gate stops for all double gates, consisting of mushroom-type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves.

f. Sliding Gates: Provide manufacturer's standard heavy-duty track, ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, and accessories as required.

I. MISCELLANEOUS MATERIAL AND ACCESSORIES

1. WIND SCREEN

a. SAFETY RAIL by Tomark Sports, Inc. Model No. 15247 (Dark Green) or approved equal.

2. WIRE TIES

a. For tying fabric to line posts use 6 gauge steel wire clips for "C" Section posts, and minimum 9 gauge aluminum wire ties for tubular posts, spaced 10 inches O.C. For tying fabric to rails and braces use 9 gauge aluminum wire ties spaced 24 inches O.C. For tying fabric to tension wire use 11 gauge hog rings spaced 24 inches O.C.

3. CONCRETE

a. Provide concrete consisting of Portland Cement complying with ASTM C150, aggregates complying with ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2,500 psi, using at least four sacks of cement per cubic yard.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. The chain-ink fence shall be erected in accordance with the details and to the lines and grade as indicated on the Contract Plans, or as directed by the Engineer, and shall also comply with current practice for fence construction, as recommended by the manufacturer and subject to the approval of the Engineer.

B. The Contractor shall clear the line of fence of all obstruction and dispose of such materials, all as directed by the engineer.

C. Terminal posts shall be located at the beginning and end of each continuous length of fence construction and at abrupt changes on vertical and horizontal alignment, as shown on the Contract Plans, or as directed by the Engineer.

D. All posts shall be set in concrete as shown on the Contract Plans and shall be installed plumb, with tops properly aligned.

E. Concrete footings shall be constructed in accordance with the detail plans and requirements of Section 501 - Concrete Structures of the NJDOT Standard Specifications.

F. Forms will not be required and the entire excavation shall be filled with concrete.

G. Where ledge rock is encountered, the depth of concrete footings for posts may be reduced one-half of that portion of the fence post set below the top of rock, and the diameter of the hole in rock may be reduced to a minimum of 4 inches and filled with mortar.

H. Aluminum surfaces to be placed in contact with concrete shall be given a coat of zinc chromate primer.

I. Fence fabric shall face away from the roadway except where otherwise directed by the Engineer.

J. All carriage bolts shall be installed so as to be non-removable from outside of fence.

K. Gates shall be single or double gates and of the width as shown on the Contract Plans, and shall be installed to open through a minimum arc of 180 degrees.

L. Fences shall be embedded within concrete wall where directed within the plans.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantities of Black vinyl coated Chain-link Fence, for which payment will be made, will be the actual linear footage of fence constructed and installed in accordance with the Contract Plans, or as directed by the Engineer. Payment will be made at the price per linear foot bid for the item **FURNISH AND INSTALL 8' HIGH CHAIN-LINK FENCE** in the **BASE BID** Proposal, which prices shall include the furnishing of all materials, foundations, labor and equipment and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

B. The quantities of Black Vinyl Coated Chain-link Gate constructed and installed in accordance with the Contract Plans, or as directed by the Engineer. Payment will be made per unit basis at the price bid for the items **FURNISH AND INSTALL 8' HIGH, 5' WIDE SINGLE SWING GATE; FURNISH AND INSTALL 8' HIGH, 10'**

WIDE DOUBLE SWING GATE; and **FURNISH AND INSTALL 8' HIGH, 12' WIDE DOUBLE SWING GATE** in the **BASE BID** Proposal, which prices shall include the furnishing of all materials, foundations, labor and equipment and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 323200 – RETAINING WALLS

PART 1 – GENERAL

1.1 DESCRIPTION

A. Work includes constructing concrete retaining wall and brick face retaining walls as depicted on the construction drawings and as specified herein. Concrete retaining wall shall receive environmentally safe masonry coloring and sealing agents (color to be selected by the Owner prior to construction) is required. The work under this section shall include all labor, material and equipment necessary to install specified walls. The scope of work also includes spot repairs of existing concrete walls as directed by the Engineer.

1.2 REFERENCE DOCUMENTS

A. American Society for Testing and Materials (ASTM)
   1. ASTM C140 Sampling and Testing Concrete Masonry Units
   2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
   3. ASTM D422 Particle-Size Analysis of Soils
   4. ASTM D698 Laboratory Compaction Characteristics of Soil -Standard Effort
   5. ASTM D1557 Laboratory Compaction Characteristics of Soil-Modified Effort
   6. ASTM D3034 Polyvinyl Chloride Pipe (PVC)
   7. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
   8. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
   9. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
   10. ASTM D4595 Tensile Properties of Geotextiles - Wide Width Strip
   11. ASTM D5262 Unconfined Tension Creep Behavior of Geosynthetics
   12. ASTM D5818 Evaluate Installation Damage of Geosynthetics
   13. ASTM D6637 Tensile Properties of Geo-grids – Single or Multi-Rib
   14. ASTM D6638 Connection Strength - Reinforcement/Segmental Units
   15. ASTM D6706 Geosynthetic Pullout Resistance in Soil
   16. ASTM D6916 Shear Strength Between Segmental Concrete Units

B. American Association of State Highway and Transportation Officials (AASHTO)
   1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe

C. Geosynthetic Research Institute (GRI)
   1. GRI-GG4 Determination of Long Term Design Strength of Geo-grids
   2. GRI-GG5 Determination of Geo-grid (soil) Pullout

D. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

E. All soil, stone, and other fill materials either imported onto or exported from the property shall comply with all applicable local, County, State, and Federal regulations and requirements as well as the following documents:

1. New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) – Fill Material Guidance for SRP Sites;
2. NJDEP SRP – Historic Fill Material Technical Guidance; and
3. NJDEP – Solid and Hazardous Waste Management Program – Guidance for Characterization of Concrete and Clean Material for Recycling.

1.3 SUBMITTALS/CERTIFICATION

A. Contractor shall submit a Manufacturer's certification, prior to start of work, that the retaining wall system components meet the requirements of this specification and the structure design.

B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project. The engineering designs, techniques, and material evaluations shall be in accordance with the Manufacturers design manual.

1.4 QUALITY ASSURANCE

A. Contractor shall submit a list of five previously-constructed projects of similar size and magnitude by the wall installer where the specific retaining wall system has been constructed successfully. Contact names and telephone numbers shall be listed for each project.

B. Contractor shall provide evidence that the design engineer has a minimum of five years of documental experience in the design for reinforced soil structures. The design engineer shall provide proof of current professional liability insurance with an aggregate coverage limit of not less than $2,000,000.00.

C. Owner shall/may provide soil testing and quality assurance inspection during earthwork and wall construction operations. Contractor shall provide any quality control testing or inspection not provided by the Owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

1.5 DELIVERY, STORAGE AND HANDLING

A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.

B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

PART 2 – PRODUCTS

2.1 DEFINITIONS

A. Modular Block Unit - a concrete retaining wall element machine made from Portland cement, water, and aggregates. This term shall also refer to interlocking concrete units from other approved equal manufacturers.

B. Structural Geo-grid - a structural element formed by a regular network of integrally connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock, or earth and function primarily as reinforcement.

C. Unit Drainage Fill - drainage aggregate that is placed within and immediately behind the modular block units.

D. Reinforced Backfill - compacted soil that is placed within the reinforced soil volume as outlined on the plans.

E. Brick Façade on concrete wall with rebar reinforcements and embedded chain link fence posts.

2.2 MODULAR BLOCK RETAINING WALL UNITS

A. Modular block units shall conform to the following architectural requirements:

1. Face color – As selected by owner from manufacturers' standard colors.
2. Face finish – Sculptured rock face in straight configuration. Other face finishes will not be allowed without written approval of Owner.
3. Bond configuration – Running with bonds nominally located at midpoint vertically adjacent units, in both straight and curved alignments.
4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 10 feet under diffused lighting.

B. Interlocking concrete retaining wall concrete materials shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.

C. Modular block units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:

1. Compressive strength: ≥ 3000 psi;
2. Absorption: ≤ 8 % (6% in northern states) for standard weight aggregates;
3. Dimensional tolerances: ±1/8 inch from nominal unit dimensions not including

rough split face, ±1/16 inch unit height - top and bottom planes;

4. Unit size: 8 inches high x 18 inches wide x 18 inches deep, minimum;
5. Unit weight: 100 pounds/unit minimum for standard weight aggregates.

D. Modular block units shall conform to the following performance testing:

1. Inter-unit shear strength in accordance with ASTM D6916 (NCMA SRWU-2): 1500 plf minimum at 2 psi normal pressure;
2. Geo-grid/unit peak connection strength in accordance with ASTM D6638 (NCMA SRWU-1): 900 plf minimum at 2 psi normal force.

E. Brick façade concrete walls shall be constructed in accordance with all applicable regulations, and adhering to the design depicted in the Plans and construction details. Chain link fence post embedment in walls, as required, shall be constructed in accordance with the Plans and with all applicable regulations.

F. Modular block units shall conform to the following constructability requirements:

1. Vertical setback: 1/8 inch ± per course (near vertical) or 1 inch + per course per the design;
2. Alignment and grid positioning mechanism: fiberglass pins, two per unit minimum;
3. Horizontal gap between erected units shall be ≤ 1/2 inch.

2.3 SHEAR CONNECTORS

A. Shear connectors shall be ½-inch diameter, thermoset isophthalic polyester, resin-pultruded, fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units with the following requirements:

1. Flexural Strength in accordance with ASTM D4476: 128,000 psi minimum;
2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi minimum.

B. Shear connectors shall be capable of holding the geo-grid in the proper design position during grid pre-tensioning and backfilling.

2.4 BASE LEVELING PAD MATERIAL

A. Material shall consist of a compacted crushed stone base or non-reinforced concrete as shown on the Construction Drawings.

B. When bedrock is encountered, a concrete leveling pad shall be used.

2.5 UNIT DRAINAGE FILL

A. Unit drainage fill shall consist of clean 1 inch minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
1 inch	100

¾ inch	75-100
No. 4	0 - 10
No. 50	0 - 5

B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. No less than one cubic foot of drainage fill shall be used for each square foot of wall face unless otherwise specified.

2.6 REINFORCED BACKFILL

A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

Sieve Size	Percent Passing
2 inch	100
¾ inch	100-75
No. 40	0-60
No. 200	0-35

Plasticity Index (PI) <15 and Liquid Limit <40 per ASTM D-4318.

B. The maximum aggregate size shall be limited to 3/4 inch unless field tests have been performed to evaluate potential strength reductions to the geo-grid design due to damage during construction.

C. Material can be site-excavated soils where the above requirements can be met. Unsuitable soils for backfill (high plastic clays or organic soils) shall not be used in the backfill or in the reinforced soil mass.

D. Contractor shall submit reinforced fill sample and laboratory test results to the Engineer for approval prior to the use of any proposed reinforced fill material.

2.7 GEO-GRID SOIL REINFORCEMENT

A. Geosynthetic reinforcement shall consist of geo-grids manufactured specifically for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geo-grid shall be knitted from high tenacity polyester filament yarn with a molecular weight exceeding 25,000 g/m and a carboxyl end group values less than 30. Polyester geo-grid shall be coated with an impregnated PVC coating that resists peeling, cracking, and stripping.

B. T_a, Long Term Allowable Tensile Design Load, of the geo-grid material shall be determined as follows:

$$T_a = T_{ult} / (RF_{cr} * RF_d * RF_{id} * FS)$$

T_a shall be evaluated based on a 75-year design life.

1. T_{ult}, Short Term Ultimate Tensile Strength shall be determined in accordance with ASTM D4595 or ASTM D6637. $T_{ult\ v}$ is based on the minimum average roll values (MARV).

2. RF_{cr}, Reduction Factor for Long Term Tension Creep

   RF_{cr} shall be determined from 10,000-hour creep testing performed in accordance with ASTM D5262. Reduction value = 1.45 minimum.

3. RF_d, Reduction Factor for Durability

   RF_d shall be determined from polymer specific durability testing covering the range of expected soil environments. RF_d = 1.10 minimum.

4. RF_{id}, Reduction Factor for Installation Damage

   RF_{id} shall be determined from product specific construction damage testing performed in accordance with ASTM D5818 (GRI-GG4). Test results shall be provided for each product to be used with project specific or more severe soil type. RF_{id} = 1.05 minimum.

5. FS, Overall Design Factor of Safety

   FS shall be 1.5 unless otherwise noted for the maximum allowable working stress calculation.

C. The maximum design tensile load of the geo-grid shall not exceed the laboratory tested ultimate strength of the geo-grid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units (NCMA SRWU-1).

D. Soil Interaction Coefficient, C_i

   C_i values shall be determined per ASTM D6706 (GRI:GG5) at a maximum 3/4-inch displacement.

E. Manufacturing Quality Control (QC): The geo-grid manufacturer shall have a manufacturing quality control program that includes QC testing by an independent laboratory. The QC testing shall include:

   1. Tensile Strength Testing
   2. Melt Flow Index (HDPE)
   3. Molecular Weight (Polyester)

2.8 DRAINAGE PIPE

A. The drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252, if drainage piping withing walls is deemed necessary.

2.9 GEOTEXTILE FILTER FABRIC

A. The geotextile filter fabric shall be 4.0 ounces/square yard, polypropylene, needle-punched, nonwoven fabric.

PART 3 – EXECUTION

3.1 EXCAVATION

A. Contractor shall excavate to the lines and grades shown on the Construction Drawings. Owner's representative shall inspect the excavation and approve prior to placement of leveling material or fill soils. Proof-roll foundation area as directed to determine if remedial work is required.

B. Over-excavation and replacement of unsuitable foundation soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

3.2 AGGREGATE BASE LEVELING PAD

A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings, to a minimum thickness of 6 inches and extend laterally a minimum of 6 inches in front and behind the wall unit.

B. Soil leveling pad materials shall be compacted to a minimum of 95% Standard Proctor density per ASTM D698 or 92% Modified Proctor Density per ASTM D1557.

C. Leveling pad shall be prepared to insure full contact to the base surface of the concrete units.

3.3 STRUCTURAL GEO-GRID INSTALLATION

A. Geo-grid shall be oriented with the highest strength axis perpendicular to the wall alignment.

B. Geo-grid reinforcement shall be placed at the strengths, lengths, and elevations shown on the construction design drawings or as directed by the Engineer.

C. The geo-grid shall be laid horizontally on compacted backfill and attached to the Allan Block wall units. Place the next course of modular block units over the geo-grid. The geo-grid shall be pulled taut, and anchored prior to backfill placement on the geo-grid.

D. Geo-grid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geo-grid or gaps between adjacent pieces of geo-grid are not permitted.

3.4 REINFORCED BACKFILL PLACEMENT

A. Reinforced backfill shall be placed, spread, and compacted in such a manner that minimizes the development of slack in the geo-grid and installation damage.

B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 where hand compaction is used, or 8 to 10 inches where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density as required.

C. Reinforced backfill shall be compacted to a minimum of 95% Standard Proctor density per ASTM D698 or 92% Modified Proctor Density per ASTM D1557. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum, + 0%, - 3%.

D. Only lightweight hand-operated equipment shall be allowed within 3 feet of the tail of the Allan Block concrete unit.

E. Tracked construction equipment shall not be operated directly upon the geo-grid reinforcement. A minimum fill thickness of 6 inches is required prior to operation of tracked vehicles over the geo-grid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging the geo-grid.

F. Rubber tired equipment may pass over geo-grid reinforcement at slow speeds, less than 10 miles per hour. Sudden braking and sharp turning shall be avoided.

G. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.5 CAP INSTALLATION

A. Cap units shall be glued to underlying units with an all-weather adhesive recommended by the manufacturer.

3.6 AS-BUILT CONSTRUCTION TOLERANCES

A. Vertical alignment: ± 1.5 inches over any 10 foot distance.

B. Wall Batter: within 2 degrees of design batter.

C. Horizontal alignment:

   a. Linear runs: ± 1.5 inches over any 10 foot distance.

   b. Corners, bends & curves: ± 1 foot to theoretical location.

D. Maximum horizontal gap between erected units shall be 1/2 inch.

3.7 FIELD QUALITY CONTROL

A. Engineer shall verify geotechnical design parameters, and construction for general compliance with design drawings and project specifications. At a minimum the Engineer shall approve the leveling base (aggregate and concrete), geo-grid installation, drainage installation and backfill operations.

B. The Contractor shall provide a certificate that backfill material meets NJDEP Residential Contact standards for clean fill.

C. The Contractor shall provide certification from a professional engineer that the wall was constructed in accordance with the plans and specifications. Only a qualified and experienced engineer shall provide this certification.

PART 4 - QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of retaining walls, for which payment will be made, will be on a square footage of face basis (including buried face) for the items **CONSTRUCT CONCRETE BLOCK RETAINING WALL WITH BRICK FACE; CONSTRUCT CONCRETE BLOCK RETAINING WALL;** and **CONCRETE WALL REPAIR (IF AND WHERE DIRECTED)** in the **BASE BID** Proposal, for which the price shall include the cost of removing existing excavation, over excavation, and disposal of excess materials, subgrade material, stone, constructing, finishing, reinforcement, drainage, wall cap, all materials, labor, equipment, including all portions required below grade, and all else necessary therefore and incidental thereto for completion of operations as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 323343 – SITE BENCHES AND TABLES

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include the furnishing and installation of the benches, tables, seats, concrete footings/pavement, tamper resistant hardware and fasteners, as shown on the Plans, or as directed by the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Site Benches: Site benches shall be as specified on the plans or approved equal.

B. Picnic Tables: Picnic Tables shall be matching the existing tables that exist on site, without the overhead covering. The contractor shall coordinate with the Borough for the selection of picnic tables, with seating, to be furnished and installed on site.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. The benches and tables shall be installed, in accordance with the manufacturer's installations instructions and the Plans or as determined by the Engineer. Benches, tables, and their foundations shall be so constructed as to hold benches and tables in a proper and permanent position, to resist displacement by vandalism.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity for site benches and tables, for which payment will be made, will be the actual number of tables and benches supplied and installed at the site, as shown on the Plans, or as directed by the Engineer. Payment for site seating and tables will be made for the quantity as above determined, at the price per unit bid for the items **FURNISH AND INSTALL BENCH, 6' WIDE WITH BACKREST** and **FURNISH AND INSTALL PICNIC TABLE, MOVABLE WITH SEATING** in the **BASE BID** Proposal which prices shall include the cost of bench, table, seats, concrete footing/pavement, assembly, mounting installation, all labor, material, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 323343 – SITE AMENITIES

PART 1 – GENERAL

1.1 DESCRIPTION

A. This item shall include the furnishing and installation of the Pavilion structure, new water fountain, wooden deck, concrete footings/pavement, tamper resistant hardware and fasteners, as shown on the Plans, or as directed by the Engineer.

B. This item shall further include the furnishing and installation of Bluetooth, speakers, fans, lighting, electric to the proposed pavilion as shown on the Plans, or as directed by the Engineer. This work is to be coordinated between the owner, the Borough of Fairview, and the Contractor.

C. This item shall also include the furnishing and installation of a new water fountain as shown on the Plans, or as directed by the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

A. 20’ x 40’ Pavilion: Structure shall be as specified on the plans or approved equal. The structure shall be model #S-GAB-2040-04-MG produced by Legend Structures, LLC, 5500 Military Trail, Suite 22, #281, Jupiter, FL 33453. Contact Donald Cooper from Gametime, or an approved equal. The electrical connection to the pavilion structure shall be in accordance with the submitted Plans and other specifications listed throughout.

   a. S-GAB-2040-04-MG-10011: 20' x 40' Steel Gable with Mega-Rib roofing.

   b. Roof Slope: 4:12.

   c. CLEARANCE HEIGHT: 7’-6” clearance height under the structure is the lowest point of any structural member measured from the finished grade. It is typically the clearance under the roof eave or steel framing, whichever is lower.

B. Pavilion amenities: Bluetooth, speakers, fans, lighting, electric shall be coordinated with the Contractor and the Borough.

C. Water Fountain: Proposed water fountain shall be as Model 400 SM manufactured by Most Dependable Fountains, Inc., 5705 Commander Drive Arlington, TN 38002 or an approved equal. Any proposed equal in place of the above referenced model shall be approved by the Project Engineer.

   a. Meets ADA Hi/Lo requirements.

   b. Solid engineering and intuitive design.

   c. Maintenance friendly and built “tank tough”.

   d. Push button requires less than 5lbs to operate.

   e. One piece welded construction with 304 schedule 10 stainless steel.

f. One piece welded construction with standard 3/16″ wall or standard 304 schedule 10 stainless steel.

g. Simple winterization if applicable.

h. Supply connection stop above grade behind the access door.

i. All products including 'SS' are powder coated for extra protection.

j. Weight: 150 lbs.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. All site amenities shall be installed, in accordance with the manufacturer's installations instructions and the Plans or as determined by the Engineer. All site amenities, and their foundations shall be so constructed as to hold the amenity in a proper and permanent position, to resist displacement by vandalism.

B. The proposed water fountain shall be installed on either a new or structurally sufficient existing concrete slab. The water tubing and hardware installations shall be completed in accordance with the operations manual provided by MDF, Inc. specific to the above referenced water fountain model.

3.2 FINISH

A. All castings shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. They shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or other defects. They shall be well cleaned by blasting.

3.3 SUBMITTALS

A. Manufacturer's shop drawings shall be submitted to the engineer for approval prior to manufacture. The engineer shall retain the right to reject castings not conforming to this specification and/or approved submittal drawings.

B. Calculations and Submittal drawings must include:

i. References to building codes and design manuals used for calculations.

ii. Identification of lateral force resisting system

iii. Formulas used for determining snow, wind, and seismic loads to specific project location.

iv. Three dimensional modeling input, model geometry, and analysis results.

v. Member design results and controlling load combinations.

vi. Connection design for structural bolts, welds, plate thicknesses, and anchorage to the foundation.

vii. Foundation designs shall include the required combinations of gravity and lateral loads.

C. Submittal Drawings:

i. Anchor bolt layout

ii. Foundation design
iii. Three dimensional views of frame
iv. Member names, sizes, and locations
v. Structural connection details including both bolt sizes and plate thicknesses
vi. Roof trim and connection details

Foundation Design:

a. The shelter shall be set on foundations designed by manufacturer.
b. Foundation materials shall be provided by contractor.
c. Owner shall provide manufacturer with complete information about the site including soil bearing capacity and lateral load capacity.
d. If soil data are not provided, foundations will be designed to the minimum values identified in the governing building code.

Anchor Rods:

a. Anchor Rods shall be provided by contractor. Hooked anchors are not permitted per AISC requirements.

3.4 REFERENCES

AISC - American Institute of Steel Construction Manual of Steel Construction.
ASTM - American Society for Testing and Materials.
AWS - American Welding Society.
OSHA – Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
SSPC – The Society for Protective Coatings.
Architecturally Exposed Structural Steel (AESS) – as defined by the American Institute of Steel Construction (AISC)

3.5 QUALITY ASSURANCE

A. DESIGNER QUALIFICATIONS:

1. Structure is engineered under direct supervision of a Professional Engineer licensed in the state where the project is located.

B. MANUFACTURER'S QUALIFICATIONS:

1. AISC Certified Building Fabricator, (American Institute of Steel Construction) Certified Building Fabricator is an AISC Quality Management Systems (QMS) Certification which sets the quality standard for the structural steel industry.
2. All welders AWS Certified.
3. City of Los Angeles, CA fabricator approval.
4. Clark County, NV fabricator approval.
5. City of Houston, TX fabricator approval.
6. City of Phoenix, AZ fabricator approval.

3.6 FIELD OR SITE CONDITIONS

A. Foundations shall be at the same elevation unless specifically noted otherwise on the drawings.

3.7 MANUFACTURER WARRANTY

A. Structure must have a (10) year limited warranty on steel frame members.
B. Structure must have a (10) year limited warranty on paint system.
C. Pass through warranty of roofing manufacturer shall be provided upon request.

3.8 PRODUCTS

A. SHELTER SYSTEM AND MATERIALS

1. MANUFACTURERS: Acceptable Manufacturer:

    a. Legend Structures, LLC
    561-320-7867
    sales@legendstructures.com
    legendstructures.com

B. SUBSTITUTION LIMITATIONS:

a. Substitutions

i. Substitutions for cause: Will only be considered when circumstances, outside of the contractor's control, will create a substantial delay in the completion of the project. Approval of substitution requests is at the discretion of the architect, owner, and/or their designated consultants. Architect will only consider contractor's request for substitution when the following conditions are satisfied:

1. Requested substitution meets or exceeds requirements as per the Contract Documents and will produce indicated results
2. Requested substitution provides equal design characteristics that specified product provides
3. Substitution request is fully documented and properly submitted.

ii. If those conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements. It is required that the contractor provide the following:

1. Documentation that the proposed substitution complies with all requirements as stated or shown in the contract documents and/or drawings
2. Proof of meeting or exceeding specified warranty and/or certifications. Example: Fabricator Qualifications, such as AISC or AWS certified welders

3. Detailed comparison of significant qualities of proposed substitutions with those of the specified product. Include annotated copy of applicable Specification Section. Product data, including drawings and descriptions of products and fabrication.
4. Documentation of any deviations from the specified material/product
5. Architect may request additional information and documentation prior to rendering a decision
6. If substitution approval happens during bidding, Architect will approve substitution requests by issuing an Addendum. Substitutions not approved by addendum are rejected. This information will be provided in an expeditious manner.
7. Substitutions for convenience: Will not be considered.

C. PRODUCT REQUIREMENTS AND MATERIALS:

1. GENERAL: The pre-engineered package shall be pre-cut unless otherwise noted and pre-fabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked down to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.

2. REINFORCED CONCRETE:
   a. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
   b. Reinforcing shall be ASTM A615, grade 60.

3. STEEL COLUMNS:
   a. Hollow structural steel tube minimum ASTM A500 grade B, or better, with a minimum wall thickness of 3/16".
   b. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).

4. STRUCTURAL FRAMING:
   a. Hollow Structural Steel tube minimum ASTM500 grade B, or better. Wide flange beams, tapered columns, or open channels shall not be accepted for primary beams. Frame will have a powder coat finish. Color chosen from manufacturer's standard color chart; textured colors not available.

5. COMPRESSION MEMBERS:
   a. Compression rings of structural channel or welded plate minimum ASTM A36 or compression tubes or structural steel tube minimum ASTM A500 grade B, or better, shall only be used.

6. CONNECTION REQUIREMENTS:
    a. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
    b. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
    c. Structural fasteners shall be hidden within framing members wherever possible.
    d. Structural fasteners shall be manufactured in the U.S
    e. No field welding shall be required to construct the shelter.
    f. All welds shall be free of burrs and inconsistencies.
    g. Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
    h. Manufacturer shall provide extra structural and roofing fasteners.
7. ROOFING MATERIALS:
    a. PRIMARY ROOF DECK: MEGA-RIB METAL ROOFING (MG):
        1. Roofing shall be 24-gauge ribbed galvalume steel sheets, with ribs 1.5” high and 7.2” on center.
        2. Roof surface shall be painted with Kynar 500 to the manufacturer’s standard color. Ceiling surface shall be a wash coat primer.
        3. Roof panels shall be factory precut to size and angled to provide ease of one- step installation.
        4. Metal roofing trim shall match the color of the roof and shall be factory made of 24-gauge Kynar 500 painted steel.
        5. Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
        6. Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
        7. Roof peak cap shall be pre-manufactured.
        8. Manufacturer shall supply painted screws and butyl tape.
8. FINISHES:
    a. STANDARD POWDER COAT FINISH:
        1. Pre-blast inspection to catch and remove oil, grease, and other coatings impeding contaminants.
        2. Steel grit blasted to near white condition in accordance with SSPC-SP10, removing all oil residue, mil scale, weld spatter, and slag.
        3. Five stage Iron Phosphatizer wash, which includes detergent, phosphate, rust protectant sealant.

4. Application of very durable epoxy powder coat primer
5. Topcoat of TGIC polyester powder coat; color to be selected from manufacturer's standard color chart by Owner.
6. All materials inspected to meet 100% coating, proper cure, film thickness, and impact resistance.
7. Wet-coat alternatives shall not be acceptable.
8. Exposed fasteners for frame and ornamentation shall be powder coated to match structure.

3.9 EXECUTION

A. INSTALLERS STORAGE AND HANDLING

1. Protect building products after arrival at destination from weather, sunlight, and damage.
2. Installer shall store product elevated to allow air circulation and to not introduce mold, fungi decay or insects to the product.
3. Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted and may void manufacturer's warranty.

B. ERECTION

1. INSTALLATION: Install all components according to manufacturer's installation instructions and these specifications.
2. GENERAL CONTRACTOR: Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical, plumbing, or other requirements that are not the responsibility of Legend Structures.
3. TOLERANCES: Tolerances for steel structural members follow AISC construction standards and are strictly maintained during fabrication. These tolerances cannot be increased. Field modifications such as slotting or enlarging holes are not permitted. Contractors must ensure anchor bolts and column layouts strictly match the tolerances shown on the installation drawings.
4. OSHA COMPLIANCE: Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

C. REPAIR

1. Do not attempt any field changes without first contacting Legend Structures.

D. FIELD OR SITE QUALITY CONTROL

1. Field or Site Tests and Inspections are not required by Legend Structures but may be required by the customer or by the local building inspector.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for the Pavilion Structure and its associated amenities will be made on a lump sum basis for the bid items **CONSTRUCT 20' X 40' PAVILION, FURNISH AND INSTALL ASSOCIATED AMENITIES** and **FURNISH AND INSTALL NEW WATER FOUNTAIN** within the **BASE BID** Proposal, which prices shall include the cost of the structure, concrete footing/pavement, assembly, mounting installation, amenity connections, outlet installation, water fountain installation, all labor, material, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

B. The materials that are to be included within Alternate Bid 3, shall be determined on a site walkthrough with the Engineer and the Borough to best select the products and hardware renovations associated with the entirety of that alternate bid.

END OF SECTION

SECTION 329113 – TOPSOILING AND SOD

PART 1 – GENERAL

1.1 DESCRIPTION

A. Provide topsoil & sod as shown and as directed by Neglia Group.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Topsoil obtained from stripping within limits of the project, or furnished from outside the project, shall contain no stones, lumps, roots, or similar objects larger than 2 inches in any dimension, and shall have a pH value of not less than 5.8. When the pH value of the topsoil is less than 5.8, it shall be increased by applying ground limestone at a rate necessary to attain a pH value of 6.5.

B. Material stripped from the following sources shall not be considered suitable for use as topsoil.

1. Soils having a pH value less than 4.1
2. Chemically contaminated soils.
3. Areas from which the original surface has been stripped and/or covered over, such as borrow pits, open mines, demolition sites, dumps, and sanitary landfills.
4. Inacceptable wet excavation.

C. Topsoil furnished from sources outside the limits of the project shall have a minimum organic content of not less than 2.75 percent by weight. When the organic content of the topsoil furnished from sources outside the limits of the project is less than 2.75 percent, it shall be increased by adding peat at a rate necessary to attain this minimum organic content. The organic content of soils shall be determined by the Laboratory using the chromic acid titration method, as described in the United States Department of Agriculture's Circular 757.

D. The organic content of all topsoil used for planting shall conform to the requirements specified above.

E. The gradation of the topsoil furnished from sources outside the limits of the project shall be determined by the Laboratory, using the Bouyoucos Hydrometer Analysis conforming to the requirements of current A.A.S.H.O. Designation T88. The gradation of the topsoil shall be within the following ranges:

Sand (1.00 MM to 0.25 MM) 70% to 80%
Silt and Clay (less than .25 MM) 20% to 30%

F. A percolation rate of 1 inch/Hour to 2 inch/Hour is required after root growth by the sod after establishment.

G. The materials to be used for topsoiling shall conform to the appropriate articles as follows:

Fertilizer, 5-10-5 Commercial Designation	Sec. 909.02
Ground Limestone	Sec. 909.03
Mulch, Hay	Sec. 909.04
Grain Seed	Sec. 909.06
Topsoil	Sec. 909.10
Grass Seed Mixture	Hydroseed Lesco 3 Rye

H. The hydroseed shall be furnished and delivered premixed. A manufacturer's certificate of compliance to the specified mixes shall be submitted by the manufacturer.

I. The materials for Sodding shall conform to the requirements of the appropriate Articles as follows:

Fertilizer	Sec. 917.03
Ground Limestone	Sec. 917.04
Sod	As specified below.

Sod: Shall be New Jersey certified sod containing approved blends, free from noxious weeds and objectionable grasses. It shall not contain all the dense root system of the grass and shall not be less than 1 1/2 inches thick. Before removing the sod, the grass shall be cut to a height of 2 inches and its surface shall be raked clean of all debris. It shall be cut with suitable tools in uniform strips not less than 12 inches wide.

Sod shall be mineral grown on a sandy loam soil from approved sources in the locality of the work where the soil is of such character that it will not break up or crumble during cutting, transportation or laying.

Sod Blend:
Sod blend shall be one of the following blends selected based on site conditions:

Tall Fescue:
85% Rembrandt Tall Fescue
15% Bluegrass(mixture of P105 and Midnight II Bluegrass)

Penntrio Bentgrass:
33% Pennlinks II
33% Penneagle II
33% Pureformance

Bluegrass Short-Cut:
25% Midnight Star
25% Moonlight
25% Award
25% Liberator

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. The topsoil shall be spread over the surface in a uniform layer that will produce the prescribed compacted thickness of at least six (6") inches. When required, ground limestone which has been protected from moisture and is dry and free flowing, shall be evenly spread over the area to be seeded at a rate that will produce a pH value of the soil of 6.5. The area shall then be raked, disked or otherwise worked to incorporate the limestone into the upper 3 to 4 inches of soil to remove stones, roots, debris and other unsuitable material and to form an even surface. The soil shall be in a pliable condition at the time of sodding.

B. The contractor is required to import topsoil for proposed sod areas.

C. The Sod shall be placed on a 6 inch thick bed of topsoil, soon after being cut. Immediately before placing the sod, the topsoil shall be fertilized at the rate of 600 pounds of 5-10-5 fertilizer per acre. The sod shall be laid with staggered joints, and on slopes the placing shall start at the bottom.

The sod pieces shall be pressed closely together, and at the top of a slope the upper edge of the sod strips shall be turned into the soil and covered with earth. On slopes steeper than 4:1, the sod shall be held in place with pegs driven flush with the surface of the sod. The pegs shall be not more than 1 foot apart, and not less than 2 pegs shall be used for each strip of sod. The sod shall be pressed into the underlying soil by thorough tamping and rolling, after which a thin layer of topsoil, and 5-10-5 fertilizer applied at the rate of 600 pounds per acre, shall be spread evenly over all sodded areas shall be thoroughly watered.

The finished surface shall be smooth, even and to the prescribed lines and contour. The sod shall be kept moist until growth is established. Sod showing evidence of dying or other defects before acceptance of the project shall be replaced.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of Topsoiling and Sod, for which payment will be made on a square yardage basis for the item **TOPSOIL AND SODDING, 4" THICK** in the **BASE BID** Proposal, which price shall include the cost of any and all materials, labor and equipment, and all else necessary and incidental thereto for proper restoration as specified herein and as shown on the plans or as directed by the Engineer.

B. The Contractor shall be responsible for manually watering the sod areas until growth has been established.

END OF SECTION

SECTION 329300 – LANDSCAPING

PART 1 – GENERAL

1.1 DESCRIPTION

A. Landscaping shall consist of the furnishing, delivering, installing, monitoring and maintaining, planting of all trees, shrubs, plants, and plantings, “Plant Material”, in the location shown on the Plans and noted in the plant list and all incidental work related thereto. Landscaping shall include watering all landscape plantings and providing tree gator or approved equal tree watering bags for all shade trees proposed on the Landscape Plan.

1.2 PLANT ESTABLISHMENT PERIOD

A. The Engineer will re-inspect the plants approximately 1 year after the start of the plant establishment period. Replace without cost to Owner, within three weeks or as soon as weather and soil conditions permit, plants that are more than 25 percent dead or in an unhealthy condition as determined by the Engineer.

B. The Engineer will re-inspect the plants approximately 2 years after the start of the plant establishment period. Replace without cost to Owner, within three weeks or as soon as weather and soil conditions permit, plants that are more than 25 percent dead or in an unhealthy condition as determined by the Engineer.

C. In addition to a tree’s death, health or structural issues that significantly jeopardize the survivability, proper development, and/or long-term structural integrity of the tree shall be cause for replacement under this guarantee.

PART 2 – PRODUCTS

2.1 SHADE AND FLOWERING TREES

A. Furnish nursery-grown trees in accordance with good horticultural practices under climatic conditions similar to those of the Project for at least two years, unless specifically noted otherwise. Documentation confirming the point of origin shall be provided to the Engineer prior to delivery.

B. Trees shall comply with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Trees and shrubs shall exceed AAN standards for quality by being exceptionally heavy, uniform, so trained or favored in development and appearance as to be superior in form, density and spread of branches, compactness, and symmetry. Determination of quality shall be made by the Engineer. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, leaf spotting, injuries, abrasions, and disfigurement. All trees shall be quality, nursery-grown stock. Inferior, “B” grade and or “park” grade tree will not be accepted.

C. All trees shall be delivered in a healthy and vigorous condition and free of insects, diseases, girdling roots, and wounds.

D. All single-stemmed trees shall have a single, strong, straight central leader, unless otherwise noted or appropriate for the species.

E. All trees shall have a well-developed, well-spaced and reasonably symmetrical branch scaffold with strong branch attachments. Crown form shall be appropriate for the particular species or variety.

F. Root ball diameter and depth and the ratio of caliber to height shall be within the proportions set forth in the American Standard for Nursery Stock.

G. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

H. Label at least one tree of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

I. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required

J. Provide balled and burlapped grown trees.

K. Branching Height: One-third to one-half of tree height. For street trees branching height shall be one half of tree height

L. Multi-stem Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; clump stem form. Provide balled and burlapped tree.

2.3 DECIDUOUS SHRUBS

A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub. Provide balled and burlapped and container-grown shrubs as indicated on the plant list.

B. Label at least one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

2.4 CONIFEROUS EVERGREENS

A. Form and Size: Specimen-quality, exceptionally heavy, densely branched, symmetrically shaped coniferous evergreens. Provide balled and burlapped trees.

B. Label at least one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

2.5 BROADLEAF EVERGREENS

A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1. Provide balled and burlapped and container-grown shrubs as indicated on the plant list.

B. Label at least one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

2.6 OTHER MATERIAL

A. Topsoil: The word "topsoil" in the NJDOT Standard Specifications shall mean "planting soil mix" throughout.

B. Mulch: Mulch around trees, shrubs and perennials shall be shredded hardwood mulch. 811.02 Materials

C. Stakes and guys: Install Stakes and Guys per methods and locations as shown on the Drawings in locations if and where directed by the Engineer.

D. Stakes shall be rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches by length indicated, pointed at one end.

E. Guy and Tie Wire: ASTM A 641/A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch in diameter.

F. Guy Cable: For large trees: 5-strand, 3/16-inch-diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.

G. Hose Chafing Guard: Reinforced rubber or plastic hose at least 1/2 inch in diameter, black, cut to lengths required to protect tree trunks from damage.

H. Woven Fabric Guy Ties: Flat, woven, non-fraying, polypropylene material, ¾" wide, white. Arbor Tie or approved equivalent.

I. Anti-desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs, designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

J. Tree Watering Bags: UV-treated polyethylene irrigation bag reinforced with nylon webbing. All sides to be watertight with ¼" thick heat seals. Bags shall have nylon zippers to allow to be secured to tree or secured to other bags for multiple-bag configuration.

K. Root Barriers:

1. Mechanical barrier and root deflector to prevent tree roots from damaging hardscapes and landscapes.
2. Copolymer Polypropylene barrier designed for root barrier applications.
3. Integral molded vertical root deflecting ribs spaced at 6" (150mm) on center.
4. Thickness: 0.080" (2.032 mm) minimum
5. Interlocking design
6. ISO 9002 certified
7. Tensile strength 3800 PSI, passing ASTM D638
8. Elongation yield 6.3%, passing ASTM D638
9. Flexural modulus 155,000 PSI, passing ASTM D790B
10. Notched Izod Impact 7.1, passing ASTM D256A
11. Rockwell Hardness r-scale 68, passing ASTM D785A

PART 3 – EXECUTION

3.1 GENERAL

A. Construction shall be in accordance with Division 800 – Landscaping in the 2019 NJDOT Standard Specifications and as modified herein.

3.2 EXAMINATION

A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Notify Landscape Architect, in writing, of any conditions that might prevent satisfactory completion. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Test drainage of pits and planting beds. Notify Engineer of potential poor drainage of tree and shrub pits and planting beds. Recommend a program for correction of poor drainage conditions and submit proposal to Engineer. Do not proceed with planting operations in areas of poor drainage until conditions are corrected, or direction is given by the Engineer.

3.3 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before planting. Make minor adjustments as required.

D. Apply anti-desiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

E. If deciduous trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again two weeks after planting.

3.3 PERSONNEL AND WORKMANSHIP

A. All of the Contractor’s personnel shall be experienced in tree planting and properly supervised to ensure that property is protected from damage, that the safety of all personnel and the public is protected, and that all work is completed in a professional manner.

B. The Contractor’s work crews shall possess and utilize the equipment that is appropriate and necessary to complete the work in a proper, safe and expeditious manner.

C. All work shall be completed in a good workman like manner and in accordance with industry standard and accepted horticultural practices.

3.4 PLANTING, STAKING ROOT-GUARD AND MULCHING PROCEDURES

A. The following is the approved method of planting:

1. Remove the wire cage prior to planting.
2. Handle trees by the root ball, never by the trunk. Fully support the bottom of the root ball and protect the trunk and limbs from damage when lifting.
3. Identify the location of the true root collar within the root ball — this is not necessarily the top of the root ball.
4. Carefully dig a planting hole that is at least twice as wide as the root ball and to a depth that will ensure that the true root collar remains above the surrounding grade. In restricted areas, dig the bole as wide as possible. Over-digging the depth will cause excessive settling and offers no benefit to the tree. In areas with poor, compacted soil, till additional soil around the hole to 12” deep.
5. Scarify the sides of the planting hole where the soil is compacted or if they become glazed by the digging process. Tamp the bottom of the planting hole, if necessary, to prevent settling.
6. Trees shall be planted such that the root flare is 1" above adjacent grade, unless the drawings indicate otherwise. Tree planting height shall be dictated by the actual root flare rather than the top of rootball as received from growers or nurseries.
7. Tops of tree rootballs shall be no higher than 2" above the tops of main order tree roots.

8. If main order roots are buried greater than 2" but less than 4" below the top of tree rootballs, contractor must trim rootballs by carefully removing soil from the top of the rootballs so that main order roots are within 2" of the top of rootball.
9. If main order roots are buried greater than 4" below the top of rootball, the tree will be rejected and the contractor must remove the tree from the jobsite.
10. The contractor is responsible for ensuring that trees received on site and planted on site meet the aforementioned specifications regarding tree root flare and rootball. The Engineer reserves the right to reject any tree delivered to the site if tree's root flare is buried greater than 4" below top of rootball.
11. Add a few inches of soil around the bottom of the root ball to straighten and stabilize it.
12. Install root barrier around the root ball all trees within five feet of a sidewalk or curb. Root guard on sidewalk side of root ball at a depth of at least 18 inches.
13. Once the tree is stabilized, cut and remove from the planting hole all burlap, twine and wire from at least the upper two-thirds of the root ball (do not fold under).
14. Add several inches of backfill around the sides of the root ball, not over the top of it. Use soil taken from the hole without amendments and with large stones, debris and hard clods removed unless it is extremely poor quality. Any introduced soil must be similar in texture to the surrounding soil or it will create a problem with water infiltration.
15. Water the soil in to eliminate air pockets — do not tamp. The Contractor shall be responsible for delivering water to the planting sites.
16. Continue backfilling and watering-in lifts of soil until the hole is backfilled to the top of the outer edge of the root ball. Do not backfill over the crown (top center) of the root ball or the root collar. Be sure to eliminate all air pockets.
17. Form a shallow (no more than 3’ high) soil saucer outside the edge of the root ball to facilitate watering; All excess soil shall be removed from the site by the Contractor.
18. Spade a neat edge between the soil and surrounding turf and mulch the entire soil surface beneath the tree and within the planting bed with a 3” - 4” layer of shredded hardwood mulch. Keep mulch a few inches from the base of the trunk — never mound mulch against the tree. The root collar shall be visible above grade when all work is complete or the installation will be rejected.
19. Remove all tags, ribbon, twine, etc. from the Plant Material.
20. Remove any dead or damaged branches in accordance with proper pruning practices. No live growth shall be pruned (including “tipping”) without prior approval of the Engineer.
21. Install a minimum of one tree watering bag per tree. Install multiple bags for trees as recommended by the tree watering bag manufacturer. Fill water bags for each tree.
22. Restore the work area to its original condition.

23. Immediately notify the Engineer of any unforeseen circumstances that prevent adherence to these procedures and specifications.

3.5 MAINTENANCE

A. Maintain all exterior plants covered by this Item, as required to establish healthy, viable plantings, including the following maintenance requirements during the maintenance period:

1. Mowing;
2. Edging;
3. Pruning;
4. Cultivating;
5. Watering, do not allow plants to wilt at any time;
6. Weeding;
7. Fertilizing;
8. Mulching;
9. Restoring plant saucers for trees;
10. Maintaining trees support systems at correct tension;
11. Resetting plants to proper grade and vertical position;
12. Insect and Pest Control as required to keep plants free of insects and disease;
13. Restoring or replacing damaged tree wrappings;
14. Removal of trash and debris; and
15. Replacing dead or dying plants.

3.6 FINAL ACCEPTANCE

A. Inspection to determine Final Acceptance of planted areas will be made by the Engineer upon Contractor's request at completion of the two-year Plant Establishment Period. Provide notification at least fifteen (15) working days before requested inspection date.

B. Planted areas will be acceptable provided all requirements, including plant replacements and maintenance, have been complied with and healthy, thriving, and growing plants are established.

C. Remove all Tree Staking and Guying materials prior to Final Acceptance inspection.

D. Knock down, regrade, and re-mulch all tree pit saucers prior to Final Acceptance inspection.

3.7 CLEANUP AND PROTECTION

A. During exterior planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.8 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of off Owner's property.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for this item will be on a lump sum basis for the bid item **LANDSCAPING IMPROVEMENTS** in the **BASE BID** Proposal, which the price shall include the cost of furnishing all trees, shrubs and groundcover and protection thereof before planting, planting bed preparation, excavation of holes, planting, mixing and placing backfill material, fertilizing, furnishing and applying anti-desiccant or fungicide, mulching to include planting bed and Plant Material, repairing ground surface, disposal of excess excavated and waste materials, watering, maintenance, replacements, all materials, labor, equipment, and all else necessary therefore and incidental thereto for complete landscaping as specified herein and as shown on the plans or as directed by the Landscape Architect.

B. The Contractor shall be responsible for manually watering the landscape areas until growth has been established.

END OF SECTION

SECTION 334113 – HDPE DRAINAGE PIPE

PART 1 – GENERAL

1.1 DESCRIPTION

A. This work shall consist of furnishing and installing drainage conveyance systems and detention basin systems composed of lengths of perforated high-density polyethylene (HDPE) pipe. It shall include the required excavation, clean stone, cleanouts (with caps), fabric and any other material, tools, equipment necessary to construct the underground stormwater conveyance systems as shown on plan. It shall also include the required excavation (including soil and rock excavation), clean stone, street pavement saw-cutting, public right-of-way full-depth pavement replacement, necessary police traffic directors and any other material, tools, equipment necessary to construct the offsite HDPE conveyance system as shown on plan.

B. See Earthwork Specification.

1.1 SUBMITTALS

A. Submit samples and catalogue cuts of the proposed HDPE pipe, geo-grid (if necessary), clean stone, cleanouts and geotextile fabric.

PART 2 – PRODUCTS

2.1 MATERIALS

A. High-density polyethylene pipe shall be Type N-12 as manufactured by Advanced Drainage Systems, Inc. (ADS), Tel. 800-821-6710, or approved equal.

B. Geotextile fabric shall Type 140N as manufactured by Mirafi, Tel. 706-693-2226 or US Fabrics, Tel. 800-518-2290 or approved equal. Geogrid to be Mirafi Miragrid of US Fabrics, or approved equal.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. Excavation, bedding, and backfilling shall conform to the applicable Sections and/or Subsections of the 2019 NJDOT Standard Specifications.

B. All HDPE pipe shall be installed in accordance with ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.

C. All HDPE stormwater conveyance piping shall be installed with soil-tight joints and fittings.

D. All HDPE stormwater conveyance piping shall be solid-walled, unless specifically identified as perforated (or 'perf.') on the Drainage Plan.

E. All cleanouts to be installed on the HDPE drainage system which are indicated to be buried shall be provided with an adequately sized turf "plug" in the artificial turf field directly above the buried cleanout, with a visual identification (refer to manufacturer's recommendations/specifications), for ease of future inspection and maintenance.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for HDPE drainage pipe will be made on a linear foot basis in the price bid for the items **FURNISH AND INSTALL 4" HDPE PIPE** and **FURNISH AND INSTALL 12" HDPE PIPE** in the **BASE BID** Proposal, which prices shall include the cost of furnishing, transportation, excavation, laying, assembling, temporary trenching, bedding, fabric, sawcutting, backfilling, roadway restoration, dewatering, pumping, all materials, labor and equipment, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer.

END OF SECTION

SECTION 334913 – STORM STRUCTURES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Storm and Sanitary Manholes (all sizes and types), Storm Field Drains, Storm Area Drains, Storm Inlets (all sizes and types) and Reset Castings shall consist of the construction of these structures, stone bedding, backfilling and backfill material, and the furnishing, installing and placing of new heads, grates, and covers.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Precast concrete storm and sanitary manholes (all sizes and types), precast concrete inlets (all sizes and types) may be used as approved by Neglia Group.

B. All materials used in the construction of manholes (all sizes and types), inlets, and catch basins, shall conform to Section 603 - Inlets and Manholes of the 2019 NJDOT Standard Specifications. All structural reinforcing shall be epoxy-coated.

C. All Type 'B' Inlets shall be equipped with Type-N Eco curb piece (with bicycle-safe grates) as manufactured by Campbell Foundry Pattern No. 2618 or Neenah Foundry or approved equal. Type ‘E’ Inlets located within driveways or parking areas shall be equipped with bicycle-safe grates, as manufactured by Campbell Foundry Pattern No. 3425 or Neenah Foundry, or approved equal, if these inlets are required within the scope of this project.

D. All castings shall have the name of the Municipality, the date, and the words “Sanitary” or “Storm” stamped or cast clearly and legibly thereon. Units not so furnished will not be accepted for use on Municipal projects. Concrete blocks shall conform to the compressive strength and absorption requirements of ASTM C139.

E. Inlets identified as “ADS” on the Drainage Plan shall be plastic “Nyloplast” inlet structures, as manufactured by Advanced Drainage Systems, Inc. (“ADS”), or approved equal.

F. Precast concrete headwall shall be located as indicated on the Construction Documents, if applicable. The headwall shall be adequately sized to accommodate the two force main pipes through which the pump station stormwater effluent will be discharged. Headwall materials and construction shall be in accordance with the Construction Documents and all applicable NJDOT and NJDEP requirements and regulations.

G. All castings that are called to be reset, shall be flush to the ground with the final grade of the surrounding surface. This applies to all surfaces that contain a casting, inlet, etc. within it.

H. Recycled Concrete aggregate shall conform to the requirements of the application Sections and/or Subsections of the 2019 NJDOT Standard Specifications; Course aggregate shall be broken stone or washed gravel conforming to the requirements of applicable Sections and/or Subsections of the 2019 NJDOT Standard Specifications.

I. The Debris Trap with Rain Diverter Valve shall consist of one (1) access door, one (1) vault, one (1) basket and one (1) rain diverter valve. The access door shall be constructed of Aluminum. The door shall include a lockable access hatch. The exterior dimensions of the door are 42" X 42". The Vault shall be constructed of High Density Polyethylene and shall be 30" inside diameter and an overall height of 47" and suitable for public spaces. The basket shall be constructed of 304/304L, structurally strong, durable, and resistant to corrosive environments. The Debris trap shall act as the second stage of the filtration process. The debris trap is grade sensitive due to gravity drainage. 1 % grade minimum. The Water containment system elevation of the Debris Trap cannot exceed the deck elevation. The maximum flow rate of the 10" main drain lies is 1000 gallon per minute. The rain diverter port shall be used to drain rain and the system purge water. The maximum flow rate of the rain diverter valve is 50 gallon per minute. The Stainless Steel anchoring system shall have an integrated levelling system facilitating installation and a flush finished to the concrete slab surface without any protruding bolts or hardware. The water treatment product shall be fastened directly to the Anchoring system.

1. The overall height of the structure shall be no less than 50 3/8".
2. The contractor shall be responsible for furnishing and installing the structure described above and in the construction plan set, or an approved equal, certified by the Engineer.
3. The structure shall be the Debris Trap HDPE With Rain Diverter, Project #VOR-5322.0000R02/45321.0006R01, manufactured by Vortex. Contact Rich Wills of CRS, Inc. located 807 Liberty Drive, Suite 101, Verona, WI 53593.

PART 3 – EXECUTION

3.1 METHODS OF CONSTRUCTION

A. Construction for manholes (all sizes and types), inlets, area drains, and catch basins shall be in accordance with applicable Sections and/or Subsections for Inlets and Manholes of the 2019 NJDOT Standard Specifications. Particular attention should be brought to precast concrete inlets and manholes, and Reconstruction and Conversion of Existing Structures, of the NJDOT Standard Specifications.

B. Excavation and Backfilling shall be in accordance with the applicable Sections and/or Subsections of the 2019 NJDOT Standard Specifications.

C. All precast concrete or "ADS Nyloplast" manholes and inlets with solid covers that are to be installed within the limits of the artificial turf fields or within 25 feet of any athletic field shall be installed in the "buried" condition (i.e. the cover/rim shall be installed beneath the artificial turf field and shall be provided with an adequately sized turf "plug" directly above the rim/cover with a visual identification at the surface, for future inspection and maintenance purposes).

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. The quantity of storm structures to be reset, reconstructed, or rehabilitated for which payment shall be made, will be the number of each type thereof constructed, which prices shall include the cost of furnishing all materials, transportation, removal and disposal, excavation, sawcutting, bedding, fabric, backfilling, backfill material, roadway restoration, sheathing, bracing, dewatering, construction or reconstruction complete, as specified, all materials including new head castings and frames and ladder rungs or those claimed for the Project as prescribed, labor, equipment, and all else necessary therefore and incidental thereto for a complete system as specified herein and as shown on the plans or as directed by the Engineer. The bid items **FURNISH AND INSTALL DOGHOUSE MANHOLE; FURNISH AND INSTALL STORMWATER CLEANOUT; FURNISH AND INSTALL DIVERTER VALVE; RESET EXISTING CASTING; RESET EXISTING 24" X 24" PEDESTRIAN SAFE CATCH BASIN;** and **RECONSTRUCT EXISTING 24" X 24" YARD INLET** within the **BASE BID** Proposal and **FURNISH AND INSTALL 24" X 24" PEDESTRIAN SAFE GRATE** in the **ALTERNATE BID 1** Proposal, shall be used for the above work. No separate payment shall be made for any damaged curbs, sidewalks, aprons, or roadways for these items. Any damage incurred during construction shall be replaced to existing conditions at no additional cost to the owner.

END OF SECTION

SECTION 340025 – VIDEO INSPECTION AND CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION

A. This work shall consist of a cleaning and video inspection system including but not necessarily limited to:

1. Cleaning System.
2. Video System.
3. Controls.

1.2 QUALITY ASSURANCE

A. Standard:

1. Comply with Hydraulic Institute, OSHA, National Electric Code.

B. Operating Cost

1. No specific payment will be made for operating cost and the cost thereof shall be included in the prices bid for the various items within the bid proposal.

1.3 SUBMITTALS

A. Product Data

1. Manufacturer's specifications and other data required to demonstrate compliance with the specific requirements.
2. A complete materials list showing all items to be furnished and installed under this Section.
3. Complete shop drawings of all work of this Section, showing dimensions and locations of all items, including supporting structure and clearance requirements.

B. Schedule

1. Complete the cleaning and video inspection of the sewer ordered by the Engineer within 60 days of the Notice to Proceed.
2. Provide an updated map of the portion of the sewer, including all points of connection to the sewer, within 90 days of the Notice to Proceed.

PART 2 – PRODUCTS

2.1 CLEANING SYSTEM

A. Design

1. The designated sewer manhole sections shall be cleaned using hydraulically propelled or high-velocity jet equipment. Selection of the equipment used shall be

based on the conditions of lines at the time the work commences. The equipment shall be satisfactory of the Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

B. Hydraulically Propelled Equipment

1. 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 sewer cleaning balls or other equipment, which cannot be collapsed, is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

C. High-Velocity Jet (Hydrocleaning) Equipment

1. 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 manhole walls and floor. 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.

2.2 VIDEO INSPECTION SYSTEM

A. General

1. Video equipment used for the inspection shall be specifically designed and constructed for sewer line inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions, with a minimum of 600-line resolution and shall be capable of showing the entire inside periphery of the pipe. Picture quality and definition shall be to the complete satisfaction of the Engineer. Video equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the job site and replaced with acceptable equipment at no additional cost. The Contractor shall certify that backup equipment is available and can be delivered to the site within 24 hours. He shall also submit an equipment list to the Engineer for approval before commencement of the work.

2. The video equipment shall include a color rotating head camera, which is capable of spanning 360 degrees' circumference, and at 270 degrees in the horizontal axis to televise sewer service laterals and locate defects and areas of concern.

B. Video inspection system shall include the following requirements for camera, video and report. The Contractor shall comply with the following minimum requirements:

1. All pipes shall be cleaned.

2. Two (2) tapes (a USB and a DVD Format) shall be submitted to the Engineer accompanied by two (2) video logs.

3. The Video tapes shall include the following requirements:
   a. Manhole number (designated by the Engineer) on the front and side to the area.
   b. Street name with intersecting street indicated on the front and side to the area.
   c. Job name, direction of camera, date, time, location, highlighted on the audio track.
   d. Running footage counter.
   e. Commentary on all physical attributes including but not limited to defects, connections and unusual conditions.
   f. Adequate lighting for viewers of entire internal surface for a distance of eight (8') feet upstream of the camera direction.
   g. No background noise.
   h. Two (2) copies of a map, approved by the Engineer, illustrating the limits of video inspection maps should be affixed to the video tape.

4. The video logs shall include the following requirements:
   a. Manhole number (designed by the Engineer) on each page.
   b. Street name, with intersecting street on each page.
   c. Job name, direction of inspection, date, time, location and highlights of all reverse set ups.
   d. Commentary of all physical attributes including, but not limited to, defects, connections, and unusual conditions. Commentary shall be presented in tabular form and coordinated with running footage counter.
   e. Depth of manhole, size and material of pipe.
   f. Location and description of all points of connection.
   g. Video log shall be consistent with video tape.
   h. Each page shall be sequentially numbered.

2.3 CONNECTION VERIFICATION

A. Connection Location

1. The Contractor shall also utilize video inspection to verify locations of connection

points prior to beginning construction. The work and the costs associated with the Cleaning and Video Inspection of the sewer lines prior to construction shall be included in the unit price bid for the Clean and Televise Drainage Pipes item. No separate payment shall be made for the cleaning and video inspection of sewer lines.

B. Post Construction Verification

1. The work and the costs associated with the Cleaning and Video Inspection of the sewer lines after completion of repairs shall be included in the unit price bid for the Clean and Televise Drainage Pipes Item. No separate payment shall be made for the cleaning and video inspection of sewer lines.

PART 3 – EXECUTION

3.1 CLEANING

A. Material Removal

1. Sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

B. Disposal of Materials

1. The Contractor must legally dispose of all debris removed from the sewers during the cleaning operations. There shall be no additional payment for this disposal or any testing that may be required. Disposal of all debris shall conform with the requirements of the Owner.

2. All excavated material and material cleaned from the sanitary and storm sewer systems suspected or known to be contaminated shall be tested and classified in accordance with local, federal, and state requirements including NJDEP Guidance Document for the Management of Road Wastes. The costs associated with testing, classification, removal, transporting and disposal of all material shall be included in the lump sum and unit prices bid.

3.2 VIDEO INSPECTION

A. Recording Process

1. The camera shall be removed through the sewer in either direction (dependent upon the site's condition) at a uniform, slow rate that will allow a clear visual picture to be obtained. The camera shall pause for a minimum of three seconds at every joint or defect observed within the sewer, to allow proper observation. House connections observed to be running shall be monitored for a period of time sufficient (in the opinion of the Engineer) to determine the extent of leakage

occurring (as opposed to usage). Camera movement through the sewers shall be accomplished by means of a power or hand driven cable, which are at each manhole.

2. Telephone or other suitable means of communication shall be used to control the movement of the camera. The Contractor shall provide a mobile vehicle large enough to accommodate at least four people at any one time for the purpose of viewing the monitor while the inspection is in progress.

B. Record of Inspection

1. The Contractor will log the results of all observations and assist the Engineer in the collection of all data that may be required for record purposes. Measurement for location of defects shall be at ground level by means of a meter device to be provided and operated by the Contractor.

2. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two-tenths (0.2) of a foot. The Contractor shall conduct Video Inspection after completion of repairs. The Contractor shall furnish all equipment for video tape recording and for taking photographs of the pictures observed on the monitor. All sewer inspections shall be recorded on video cassettes for future reference. Video recording shall be made in the VHS format at a tape recording speed of 4 cm/sec commonly designated as VHS. The recordings shall be on video cassettes and DVD as manufactured by Sony or equal.

3.3 EXTRA STOCK

A. Prior to the operation of the temporary pumping facility, the Contractor shall provide a standby pumping assembly, ready for continuous service, located at the site. The pumping assembly shall be accessible at all times.

B. Spare parts, tools and accessories, as recommended by the manufacturer, shall be available at the site.

PART 4 – QUANTITY AND PAYMENT

4.1 QUANTITY AND PAYMENT

A. Payment for Televising and Cleaning Existing Storm Structures shall be made on a lump sum basis at the price bid for item **CLEAN AND TELEVISE EXISTING 24" X 24" PEDESTRIAN SAFE CATCH BASIN** and **CLEAN AND TELEVISE EXISTING 8" VITRIFIED CLAY SANITARY PIPE** in the Proposal which price shall include the cost of televising, vacuuming, jetting, testing, and disposing of all materials in accordance with Federal, State, County and Local regulations, any and all materials, labor and equipment, and all else necessary and incidental thereto.

END OF SECTION

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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

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

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

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

Public Works Contractor Registration

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

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

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

Snow Plowing

Snow plowing contracts are <u>not</u> 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 - BERGEN

Craft: Air Conditioning & Refrigeration - Service and Repair **PREVAILING WAGE RATE**

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

Craft: Air Conditioning & Refrigeration - Service and Repair **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair **COMMENTS/NOTES**

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Boilermaker **PREVAILING WAGE RATE**

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

Craft: Boilermaker **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker **COMMENTS/NOTES**

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

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

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

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 - BERGEN

Craft: Boilermaker - Minor Repairs **PREVAILING WAGE RATE**

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

Craft: Boilermaker - Minor Repairs **COMMENTS/NOTES**

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Bricklayer, Stone Mason **PREVAILING WAGE RATE**

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

Craft: Bricklayer, Stone Mason **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason **COMMENTS/NOTES**

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

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

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

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 - BERGEN

Craft: Carpenter **PREVAILING WAGE RATE**

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

Craft: Carpenter **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:3

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

Craft: Carpenter **COMMENTS/NOTES**

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

INTERVAL PERIOD AND RATES
Yearly 40% 55% 65% 80%
Benefits 59.25% of apprentice wage rate for all intervals + $0.58

FOREMAN REQUIREMENTS:
- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Carpenter - Resilient Flooring **PREVAILING WAGE RATE**

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

Craft: Carpenter - Resilient Flooring **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Carpenter - Resilient Flooring **COMMENTS/NOTES**

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

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

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

FOR SYNTHETIC TURF INSTALLATION ONLY:
- The rate shall be 90% of the wage and benefit rate.

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

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

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

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.

County - BERGEN

Craft: Cement Mason **PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason **COMMENTS/NOTES**

See "Bricklayer, Stone Mason" Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Commercial Painter **PREVAILING WAGE RATE**

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

Craft: Commercial Painter **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter **COMMENTS/NOTES**

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

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

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

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

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

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

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

Veterans' Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Diver **PREVAILING WAGE RATE**

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

Craft: Diver **COMMENTS/NOTES**

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

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

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

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

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

SHIFT DIFFERENTIAL:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Dockbuilder/Pile Driver **PREVAILING WAGE RATE**

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

Craft: Dockbuilder/Pile Driver **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder/Pile Driver **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

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

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

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

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

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

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

SHIFT DIFFERENTIAL:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Drywall Finisher **PREVAILING WAGE RATE**

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

Craft: Drywall Finisher **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher **COMMENTS/NOTES**

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician **PREVAILING WAGE RATE**

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

Craft: Electrician **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 6-2-26:

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

County - BERGEN

APPRENTICE RATE SCHEDULE AS OF 6-2-27:

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

APPRENTICE RATE SCHEDULE AS OF 6-2-28:

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

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:
- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:
- 40 feet above ground/floor: +22% of the Total Rate
- Transmission towers, and Smokestacks: +22% of the Total Rate

FOREMAN REQUIREMENTS:
- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 10 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

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

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:
- Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, between 7:00 AM and 6:30 PM, at straight time.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician - Teledata (15 Instruments and Less) **PREVAILING WAGE RATE**

	01/16/25
Journeyman Technician (1-2 workers on job)	W47.76 B28.90 T76.66
Master Tech./Gen. Foreman (over 25 workers on job)	W62.09 B37.57 T99.66
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W56.84 B34.39 T91.23
Technician A/Foreman (9-15 workers on job)	W54.45 B32.94 T87.39
Technician B/Foreman (4-8 workers on job)	W52.06 B31.50 T83.56
Technician C/Foreman (3 workers on job)	W49.68 B30.05 T79.73

Craft: Electrician - Teledata (15 Instruments and Less) **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits			60.5% of	Journeyman	Tech.	wage	rate			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less) **COMMENTS/NOTES**

NOTES:
1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

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

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the

regular rate, per hour, inclusive of benefits.

OVERTIME:
Hours before or outside the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours worked on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked between Monday and Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working during the four 10-hour day schedule.

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

County - BERGEN

Craft: Electrician - Teledata (16 Instruments & More) **PREVAILING WAGE RATE**

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More) **COMMENTS/NOTES**

See ELECTRICIAN Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician- Outside Commercial **PREVAILING WAGE RATE**

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

Craft: Electrician- Outside Commercial **APPRENTICE RATE SCHEDULE**

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

Craft: Electrician- Outside Commercial **COMMENTS/NOTES**

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

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

APPRENTICE RATE SCHEDULE AS OF 5-31-27:

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

Benefits 63.75% of apprentice wage rate

APPRENTICE RATE SCHEDULE AS OF 5-29-28:

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

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

HIGH WORK:
40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.
Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:
On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
On any job where there are 2 or more electricians, 1 shall be a Foreman.
On all jobs, every 11 electricians shall have 1 designated a Foreman.
On any job where there are 23 or more electricians, 1 shall be a General Foreman.

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician-Utility Work (North) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North) **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North) **COMMENTS/NOTES**

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

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

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

County - BERGEN

Craft: Electrician-Utility Work (South) **PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South) **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	33.69	36.50	39.31	42.11	44.92	47.73	50.54			
Benefits	29.97	31.72	33.46	35.21	36.96	38.71	40.45			

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 - BERGEN

Craft: Elevator Constructor **PREVAILING WAGE RATE**

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

Craft: Elevator Constructor **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Elevator Modernization & Service **PREVAILING WAGE RATE**

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

Craft: Elevator Modernization & Service **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

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

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

- Overtime:
Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

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 - BERGEN

Craft: Glazier **PREVAILING WAGE RATE**

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

Craft: Glazier **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier **COMMENTS/NOTES**

Hazard/Height Pay: +$1.00 per hour

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

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

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

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

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

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 - BERGEN

Craft: Heat & Frost Insulator **PREVAILING WAGE RATE**

	09/25/24
Foreman	W61.97 B39.22 T101.19
General Foreman	W64.31 B40.33 T104.64
Journeyman	W59.44 B38.66 T98.10

Craft: Heat & Frost Insulator **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.89	33.09	39.84	46.51						
Benefits	22.35	26.53	29.50	32.61						

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 - BERGEN

Craft: Heat & Frost Insulator - Asbestos Worker **PREVAILING WAGE RATE**

	09/25/24
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	INSULATOR						

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 - BERGEN

Craft: Industrial Painter- Bridges **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges **COMMENTS/NOTES**

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

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

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

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

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

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

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 - BERGEN

Craft: Industrial Painter- Structural Steel **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel **COMMENTS/NOTES**

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilitites, 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.

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 - BERGEN

Craft: Industrial Painter- Water Tanks **PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks **COMMENTS/NOTES**

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilitites, 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.

County - BERGEN

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 - BERGEN

Craft: Ironworker **PREVAILING WAGE RATE**

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

Craft: Ironworker **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker **COMMENTS/NOTES**

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

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

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer - Asbestos & Hazardous Waste Removal **PREVAILING WAGE RATE**

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

Craft: Laborer - Asbestos & Hazardous Waste Removal **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Asbestos & Hazardous Waste Removal **COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer - Building **PREVAILING WAGE RATE**

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

Craft: Laborer - Building **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building **COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.
CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.
CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

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

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

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.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer - Heavy & General **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

As of 3-1-25, benefits shall be 26.13.
As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General **COMMENTS/NOTES**

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer-Residential and Modular Construction **PREVAILING WAGE RATE**

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

Craft: Laborer-Residential and Modular Construction **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
As shown	800 hours	600 hours	600 hours							
wage & 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 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, CAT5, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Millwright **PREVAILING WAGE RATE**

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

Craft: Millwright **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright **COMMENTS/NOTES**

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Operating Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer **COMMENTS/NOTES**

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Operating Engineer - Field Engineer **PREVAILING WAGE RATE**

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer **COMMENTS/NOTES**

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Painter - Line Striping **PREVAILING WAGE RATE**

	12/03/24
Apprentice (1st year)	W31.33 B16.18 T47.51
Apprentice (2nd year)	W35.74 B27.13 T62.87
Foreman (Charge Person)	W45.12 B27.91 T73.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W40.35 B27.91 T68.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W44.12 B27.91 T72.03

Craft: Painter - Line Striping **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping **COMMENTS/NOTES**

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Paperhanger **PREVAILING WAGE RATE**

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

Craft: Paperhanger **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
	SEE	COMMER	CIAL	PAINTER						

Craft: Paperhanger **COMMENTS/NOTES**

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

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

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

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Pipefitter **PREVAILING WAGE RATE**

	05/14/25
Foreman	W68.08 B43.67 T111.75
Journeymen	W63.82 B43.67 T107.49

Craft: Pipefitter **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.34	28.72	35.10	41.48	47.87					
Benefit	29.22	31.44	33.67	35.89	38.11					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:
- 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

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.

County - BERGEN

Craft: Plasterer **PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

Craft: Plasterer **COMMENTS/NOTES**

See BRICKLAYER, STONE MASON Rates

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Plumber **PREVAILING WAGE RATE**

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

Craft: Plumber **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- On any job having 2 or more Plumbers, 1 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 of after the regular workday that are not shift work, Monday through Friday, and all hours 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 - BERGEN

Craft: Roofer **PREVAILING WAGE RATE**

	06/01/25
Foreman	W48.40 B29.59 T77.99
Journeyman	W46.40 B29.59 T75.99
Mop Man	W47.40 B29.59 T76.99

Craft: Roofer **APPRENTICE RATE SCHEDULE**

INTERVAL	**PERIOD AND RATES**									
6 months	17.63	22.70	25.88	29.06	32.23	35.41	38.59	41.77		
Benefit	9.14	for all	intervals							

Ratio of Apprentices to Journeymen - *

* Re-roofing work: 1:1 New roofing work: 2:3

Craft: Roofer **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 6-1-25:

INTERVAL PERIOD AND RATES
6 Months 17.63 23.20 26.45 29.70 32.94 36.19 39.44 42.69
Benefits 9.14 for all intervals

NOTES:
- Working with pitch (including on tear-offs): + $1.00 per hour
- Working with asbestos: + $1.00 per hour
- On Solar projects (with no roofing work included): $1.00 less per hour.

FOREMAN REQUIREMENTS:
- When 2 or more roofers are on the project, 1 shall be designated a "Foreman".
- When 8 or more roofers are on the project, the Foreman shall be paid $3.00 above the Journeyman wage rate.

SHIFT DIFFERENTIALS:
1st Shift (7:00 am to 3:30 pm)
2nd Shift (3:30 pm to 12:00 am) shall be paid an additional 10% per hour.
3rd Shift (12:00 am to 7:00 am) shall be paid an additional 20% per hour.

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

County - BERGEN

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Jr. Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sheet Metal Sign Installation **PREVAILING WAGE RATE**

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

Craft: Sheet Metal Sign Installation **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	15.35	17.52	19.67	21.83	24.51	26.71	28.93	31.12	33.34	35.53

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation **COMMENTS/NOTES**

FOREMAN REQUIREMENT:
When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:
Hours before or after the regular workday, Monday though 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 - BERGEN

Craft: Sheet Metal Worker **PREVAILING WAGE RATE**

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

Craft: Sheet Metal Worker **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker **COMMENTS/NOTES**

FOREMAN REQUIREMENTS:
- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive $1.00 more than the regular Journeyman's rate.

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

SHIFT DIFFERENTIAL:
- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sprinkler Fitter **PREVAILING WAGE RATE**

	07/01/25
Foreman	W74.77 B42.30 T117.07
General Foreman	W78.36 B42.30 T120.66
Journeyman	W69.97 B42.30 T112.27

Craft: Sprinkler Fitter **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter **COMMENTS/NOTES**

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

Interval Period and Rates
1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
Ben. 14.90 14.90 32.30 32.30 32.30 32.30 Intervals 7-10 Journy. Ben.

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

Interval Period and Rates
1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
Ben. 14.90 14.90 32.30 32.30 32.30 32.30 Intervals 7-10 Journy. Ben.

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

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

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

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

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 - BERGEN

Craft: Tile Finisher-Marble **PREVAILING WAGE RATE**

	07/08/25
Finisher	W50.44 B38.15 T88.59

Craft: Tile Finisher-Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	27.60	41.50	44.98	48.45	51.94	54.81	64.66			
Benefits	27.01	30.11	30.88	31.66	32.43	38.66	40.97			

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 - BERGEN

Craft: Tile Setter - Ceramic **PREVAILING WAGE RATE**

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

Craft: Tile Setter - Ceramic **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic **COMMENTS/NOTES**

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Tile Setter - Marble **PREVAILING WAGE RATE**

	07/08/25
Tile Setter	W64.66 B40.97 T105.63

Craft: Tile Setter - Marble **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	27.60	41.50	44.98	48.45	51.94	54.81	64.66			
Benefits	27.01	30.11	30.88	31.66	32.43	38.66	40.97			

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 - BERGEN

Craft: Tile Setter - Mosaic & Terrazzo **PREVAILING WAGE RATE**

	07/01/25
Grinder or Assistant	W60.17 B42.80 T102.97
Mechanic	W61.77 B42.82 T104.59
Terrazzo Resinous Worker	W51.28 B35.12 T86.40

Craft: Tile Setter - Mosaic & Terrazzo **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo **COMMENTS/NOTES**

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:
- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, 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 - BERGEN

Craft: Truck Driver **PREVAILING WAGE RATE**

	05/16/25	05/01/26
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.36 B44.27 T91.63	W48.32 B46.31 T94.63
Dump Truck, Asphalt Distributor, Tack Spreader	W47.36 B44.27 T91.63	W48.32 B46.31 T94.63
Euclid-type vehicles (large, off-road equipment)	W47.51 B44.27 T91.78	W48.47 B46.31 T94.78
Helper on Asphalt Distributor	W47.36 B44.27 T91.63	W48.32 B46.31 T94.63
Low Boy Driver	W49.51 B44.27 T93.78	W50.47 B46.31 T96.78
Slurry Seal, Vacuum or Vac-All trucks	W47.36 B44.27 T91.63	W48.32 B46.31 T94.63
Straight 3-axle truck	W47.41 B44.27 T91.68	W48.37 B46.31 T94.68
Tractor Trailer (all types)	W47.51 B44.27 T91.78	W48.47 B46.31 T94.78
Winch Trailer	W47.61 B44.27 T91.88	W48.57 B46.31 T94.88

Craft: Truck Driver **COMMENTS/NOTES**

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

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

TRUCK FOREMAN: $1.00 per hour above regular rate. Overtime shall be increased accordingly.

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

SHIFT DIFFERENTIALS:
- Shifts starting at 4:00 PM (2nd Shift): + $5.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + $5.00 per hour.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be $44.02.
- Benefits on overtime on 5-1-26 shall be $46.06.

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 - BERGEN

Craft: Truck Driver-Material Delivery Driver **PREVAILING WAGE RATE**

	05/16/25	05/01/26
Driver	W37.88 B44.27 T82.15	W38.65 B46.31 T84.96

Craft: Truck Driver-Material Delivery Driver **COMMENTS/NOTES**

BLENDED RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

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

SHIFT DIFFERENTIAL:
For shifts beginning between 4:00 PM and 10:00 PM, drivers shall receive an additional $0.50 per hour.

OVERTIME:
Hours in excess of 8 per day, or before of 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.

County - BERGEN

Craft: Welder **PREVAILING WAGE RATE**

Welder

Craft: Welder **COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

TERRITORY

ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an addtional $1.00 per hour on 100 ft. up to 199 ft. total height, and an additional $2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System - Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2025

Rate	Fringe	Total
52.88	40.40	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.46	40.40	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.54	40.40	103.94

CLASSIFICATIONS:

Helicoptor Pilot/Engineer

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.22	40.40	108.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
67.22	40.40	107.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.72	40.40	104.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
66.22	40.40	106.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.72	40.40	103.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.35	40.40	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.29	40.40	101.69

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.63	40.40	99.03

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
57.10	40.40	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.34	40.40	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.91	40.40	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.05	40.40	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2025

Rate	Fringe	Total
70.24	40.40	110.64

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.58	40.40	108.98

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. abovr ground), Derricks (all derricks. land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2025

Rate	Fringe	Total
64.08	40.40	104.48

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:
- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour.
- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
54.88	40.40	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive $.75 above their current rate of pay.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	104.13	107.82

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	103.94	107.63

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	103.44	107.13

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.47	40.40	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.63	40.40	94.03

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.
Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.
OVERTIME:
Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

	10/01/2025		**10/01/2026**
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

	10/01/2025		10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

	10/01/2025		10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

	10/01/2025		10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

	10/01/2025		10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:
Any shift starting at 3:30 PM or later shall receive an additional $0.35/hr

OVERTIME:
Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
52.05	28.95	81.00	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
50.10	28.95	79.05	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
48.40	28.95	77.35	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
49.05	28.95	78.00	80.75

CLASSIFICATIONS:

Squeegee man

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

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
46.95	28.95	75.90	78.65

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen, Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total

CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:
Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional $2.00 per hour.

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:
1st year on the job - 70% of Helper wage rate
2nd year on the job - 80% of Helper wage rate
3rd year on the job - 90% of Helper wage rate
All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2024

Rate	Fringe	Total
37.58	34.49	72.07

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2024

Rate	Fringe	Total
47.88	34.49	82.37

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2024

Rate	Fringe	Total
54.50	34.49	88.99

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:
basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:
pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:
concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:
basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:
pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		**03/03/2026**
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:
concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:
In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: $80.50; Pipeline Journeyman Welder: $140.50; and Pipeline Helper: $64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:
- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive $1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid $1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and /or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid $2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive $3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate $1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid $2.00 per hour above the regular rate for each day engaged in such work. "Hot work' is defined as work on lines in service where there is the danger of fire or explosion.

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

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

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

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

Effective Dates:

06/18/2025

Rate	Fringe	Total
33.84	25.47	59.31

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:
An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/04/2024

Rate	Fringe	Total
64.70	34.74	99.44

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/04/2024

Rate	Fringe	Total
41.73	24.77	66.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}
The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.
OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.
RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.
Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr
FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)
(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.
3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday 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:

12/01/2024

Rate	Fringe	Total
64.83	44.73	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
61.16	42.20	103.36

CLASSIFICATIONS:

Special License Operator

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
58.71	40.50	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
51.37	35.44	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/01/2024

Rate	Fringe	Total
76.45	52.75	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
70.33	48.52	118.85

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
68.50	47.26	115.76

CLASSIFICATIONS:

Line Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
49.54	34.18	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
47.09	32.49	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
46.48	32.07	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.75	27.42	67.17

CLASSIFICATIONS:

Groundman 2nd Year

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.70	25.32	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.55	41.77	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)
(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.
FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.
SHIFT DIFFERENTIALS:
Shift work must run for a minimum of 5 consecutive workdays.
When two (2) or three (3) shifts are worked the following shall apply:
1st shift (between the hours of 8:00 AM and 4:30 PM)
2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:
New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:
There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.
Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.
On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.
Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/01/2024

Rate	Fringe	Total
71.87	59.12	130.99

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
64.01	54.22	118.23

CLASSIFICATIONS:

Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
60.64	52.12	112.76

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
56.15	49.33	105.48

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/01/2024

Rate	Fringe	Total
44.92	42.36	87.28

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/01/2024

Rate	Fringe	Total
39.31	38.86	78.17

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/01/2024

Rate	Fringe	Total
36.50	37.12	73.62

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
33.69	35.37	69.06

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/01/2024

Rate	Fringe	Total
30.88	33.62	64.50

CLASSIFICATIONS:

Groundman 1st Year

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

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/01/2024

Rate	Fringe	Total
24.71	29.80	54.51

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:
- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional $3.00 per hour.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:
-where Level A, B, or C protection is required: + $5.00/hr
-other Hazardous Waste site: + $1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive $.75 above their current rate of pay.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	118.48	122.61

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	117.13	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	116.91	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man,
Gravel Man, Form Man)

TERRITORY

ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

	03/01/2025		**03/01/2026**
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)