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PROJECT MANUAL

LOWER TOWNSHIP BOARD OF EDUCATION
BOLLARD INSTALLATION – SANDMAN CONSOLIDATED SCHOOL
IFB #101
LOWER TOWNSHIP, CAPE MAY COUNTY, NJ

OWNER:

Lower Township Board of Education
905 Seashore Road
Cape May, NJ 08204

James F. Mullan, PE, CME
New Jersey License No. GE04300700

PROJ. NO. LTBOE 25001
October 19, 2026

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SECTION 00005

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NOTICE TO BIDDERS

Sealed bids will be received by The Board of Education of the Township of Lower at the Board Office located at 905 Seashore Road, Cape May, New Jersey 08204 until 10:00 A.M. local time on Friday, November 13, 2026, and will be publicly opened and read immediately thereafter, at said place for Sandman Consolidated School 2026 Bollard Installation. In general, the work consists of constructing a series of safety bollards in the parking area located along the front façade of the school building.

It is expressly understood that the Bidder is responsible for getting the bid to the Business Administrator by the time and date set for the bid opening. Bids shall be addressed to the Lower Township Board of Education, 905 Seashore Road, Cape May, New Jersey 08204; they shall be mailed or delivered to the address stated herein, enclosed in an opaque sealed envelope, clearly marked with the name of the Bidder and the name of the Project and the Bid# as described in this Notice to Bidders; and must be received by not later than the time designated in this Notice to Bidders. No responsibility will attach to Engineer or Owner for premature opening of a bid which is not properly identified. Any bid received after 10:00 AM will be returned unopened.

The Bidders shall submit, in accordance with N.J.S.A. 18A:18A- I 8(b)(2), one Lump Sum Bid for all the work and materials. Bidders must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) with at least the DPMC classification associated with the work they intend to directly perform or, if Bidder will not directly perform any work, with DPMC classification C006, C008, or C009. Bidders' Prime Subcontractors, defined as those listed in N.J.S.A. 18A: 18A- 18, must be pre-qualified by DPMC with the DPMC classification associated with the work they intend to directly perform or subcontract. The Bidder and named Prime Subcontractors must be pre-qualified prior to the date that bids are received.

Electronic Copies of the Bid Documents may be obtained by contacting Pennoni Associates Inc. via email at (cyoung@pennoni.com with copy of request to jmullan@pennoni.com). There is no charge for obtaining an electronic copy of the Bid Documents.

Bids must be accompanied by a certified check, bank cashier's check, treasurer's check or Bid Bond in the form provided in the Contract Documents, with corporate surety satisfactory to the Owner, in an amount of 10% of the Base Bid, but in no case in excess of \$20,000.00, pursuant to N.J.S.A. 18A:18A-24, naming as payee or obligee, as applicable, The Board of Education of the Township of Lower, to be retained and applied by the undersigned as provided in the Contract Documents in case the successful Bidder defaults in executing the Agreement or furnishing the bonds and insurance certificates as required by the Contract Documents.

Prospective Bidders are advised that this Project is one which will be subject to and will be governed by provisions of New Jersey law, including, but not limited to, those regarding (a) Prequalification of Bidders (N.J.S.A. I 8A: I 8A-26 et seq.); (b) Prevailing Wage Rates (N.J.S.A. 34:11 -56.25 et seq.); (c) Use of Domestic Materials, (N.J.S.A. 18A: 18A-20); and (d) Ownership Disclosure Certification, (N.J.S.A. 52:25-24.2).

The Public Works Contractor Registration Act, N.J.S.A. 34:11 -56.48 et seq., requires that the Bidder and named Prime Subcontractors must be registered at the time of Bid. The Owner is requesting that copies of the Public Works Contractor Registration Certificates for Bidder and its named Prime Subcontractor's be included in the Bidder's Bid Package, but the Bidder must provide copies of the Certificates no later than the time of award. Pursuant to N.J.S.A. 52:32-44 all business organizations that do business with a local contracting agency, including Bidders and named Prime Subcontractors, are required to be registered with the State through the New Jersey Department of Treasury, Division of Revenue. The Owner is requesting that copies of the Registrations for Bidder and its Named Prime Subcontractors be included in the Bidder's Bid Package, but the Bidder must provide proof of such Registrations prior to the award of the Contract. In addition, each Bid Package must include a certificate from a surety company stating it will provide said Bidder with a bond in such sum as required by N.J.S.A. I 8A:18A-25.

NOTICE TO BIDDERS (CONT.)

No bid may be withdrawn for a period of sixty (60) days after the dates set for the opening thereof. The right is reserved to reject all bids pursuant to N.J.S.A. 18A:18A-22 or to waive minor informalities, defects, and non-material exceptions. Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The Time Schedule for the project is as follows:

DAY	DATE	EVENT
Wednesday	October 21, 2026	Bid packages available via Electronic Delivery (email requests to cyoung@pennoni.com with copy to jmullan@pennoni.com).
Wednesday	October 28, 2026	Pre-Bid Meeting at 10:00 A.M. at the Sandman Consolidated School, located at 838 Seashore Rd, Cape May, NJ 08204. Attendance at the Pre-Bid meeting is not mandatory but strongly recommended.
Friday	October 30, 2026	Deadline for Questions to Pennoni Associates (email questions to cyoung@pennoni.com with copy to jmullan@pennoni.com). 5:00 P.M. deadline.
Monday	November 2, 2026	Addendum Issued to the Plan Holders, if required.
Friday	November 13, 2026	Bids Due at 10:00 AM in the Board Office of The Board of Education of the Township or Lower located at 905 Seashore Road, Cape May, New Jersey 08204.
PROJECT CONSTRUCTION ACTIVITIES SHALL COMMENCE AND BE COMPLETED BETWEEN EITHER DECEMBER 24, 2026 AND JANUARY 4, 2027 OR MARCH 26, 2027 AND APRIL 5, 2027 (WEATHER DEPENDENT)		

By Order of:
The Board of Education of the Township of Lower
Katie Siciliano
Business Administrator / Board Secretary

BIDDER'S CHECKLIST

BIDDERS SHALL SUBMIT THE FOLLOWING FORMS WITH THE BID

- ☐ Bidder's Checklist (This Form) - Please include this form in the bid submission with each item included in the bid submission checked off within the square for that item. Please note that the first two lists are the requirements for the Bidder.

FAILURE TO SUBMIT THE FOLLOWING FORMS WITH THE BID SHALL BE CAUSE FOR AUTOMATIC REJECTION OF THE BID

- ☐ Bid Form (All blank spaces are required to be filled out)
- ☐ Acknowledgment of Receipt of Addenda / Clarifications. If no Addenda / Clarifications are issued, form shall still be submitted, with the applicable box checked on the form
- ☐ Statement of Ownership
- ☐ Bid Bond
- ☐ Consent of Surety
- ☐ Total Amount of Uncompleted Contracts Affidavit (Form DPMC 701)
- ☐ No Material Adverse Change in Qualification

BIDDER'S CHECKLIST

**THE FOLLOWING FORMS ARE REQUESTED TO BE SUBMITTED WITH THE BID
AND MUST BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT**

**FAILURE TO SUBMIT THE FOLLOWING FORMS PRIOR TO
AWARD SHALL BE CAUSE FOR AUTOMATIC REFUSAL TO
AWARD AND REJECTION OF THE BID**

- ☐ Notice of Classification issued by the State or New Jersey Department of the Treasury Division of Property Management and Construction
- ☐ C.271 Political Contribution Disclosure Form
- ☐ Hold Harmless Agreement
- ☐ Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Certification of Non-Debarment for Federal Government Contracts
- ☐ Affirmative Action Requirements
- ☐ Non-Collusion Affidavit
- ☐ Equipment Certification in accordance with item 6c in the Instructions to Bidders
- ☐ Disclosure of Investment Activities in Iran
- ☐ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- ☐ Public Works Contractor Registration Certificate
- ☐ Business Registration Certificate or Proof of Business Registration
- ☐ Trade License (if applicable)

BIDDER'S CHECKLIST

**BIDDER SHALL SUBMIT THE FOLLOWING FORMS WITH THE
BID IN RELATION TO SUBCONTRACTORS NAMED IN THE BID**

**FAILURE TO SUBMIT THE FOLLOWING FORMS WITH THE BID SHALL BE CAUSE
FOR AUTOMATIC REJECTION OF THE BID**

- ☐ A Total Amount of Uncompleted Contracts Affidavit (Form DPMC 701)
-

**THE FOLLOWING FORMS ARE REQUESTED TO BE SUBMITTED WITH THE BID
IN RELATION TO EACH OF SUBCONTRACTORS NAMED IN THE BID
AND MUST BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT**

**FAILURE TO SUBMIT THE FOLLOWING FORMS PRIOR TO
AWARD SHALL BE CAUSE FOR AUTOMATIC REFUSAL TO
AWARD AND REJECTION OF THE BID**

- ☐ DPMC Notice of Classification
- ☐ No Material Adverse Change in Qualification
- ☐ Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Certification of Non-Debarment for Federal Government Contracts
- ☐ Disclosure of Investment Activities in Iran
- ☐ Trade License (if applicable)
- ☐ Business Registration Certificate
- ☐ Public Works Contractor Registration Certificate

INSTRUCTIONS TO BIDDERS

(The following instructions shall be adhered to in the preparation of this bid by the bidder.)

1. DEFINITIONS

- a. Owner: The term "Owner" as used in the Contract Documents refers to The Board of Education of the Township of Lower, 905 Seashore Road, Cape May, New Jersey 08204.
- b. Engineer: The term "Engineer" refers to Van Note-Harvey, A Division of Pennoni Associates Inc., 211 Bayberry Drive, Suite 1A-1C, Cape May, NJ 05210, (609) 465-2600.
- c. Contractor: The term "Contractor" refers to the bidder to whom an award is made to perform the work under the Contract enumerated in the Notice to Bidders.
- d. School Facilities Project: This is the construction project which is the subject of this specification.
- e. The Contract Documents include: all items listed in the Index to the Specifications, including forms submitted by the awardee; all Addenda / Clarifications; all Drawings made available prior to the submission of bids; all Specifications made available prior to the submission of bids; all Schedules made available prior to the submission of bids; and the A101 and A201 to be entered by the Owner and the awardee and all documents attached thereto and incorporated therein.
- f. Prime Subcontractor: The term "Prime Subcontractor" means a subcontractor-performing work in any of the branches of work listed in N.J.S.A. 18A:18A-18(a) and all work kindred thereto.

2. PREPARATION OF BIDS

- a. Bids shall be submitted on the Bid Form. All blank spaces of the form shall be fully completed in accordance with these instructions, without variation, and there shall be no interlineations, deletions or additions. Base Bid Sum shall include all defined allowances and shall be stated both in writing and in figures; and, in case of discrepancy, written words shall be considered as being the Base Bid Sum.

Submit the full bid package in duplicate (1 original and 1 copy).

- b. Bids shall not contain recapitulations of the work to be done. No oral, telegraphic or telephonic communications or modifications shall be considered.
- c. Bids shall be addressed to the Owner whose name appears in Paragraph 1a of the Instructions to Bidders; it shall be mailed or delivered to the address stated in the Notice to Bidders, enclosed in an opaque sealed envelope, marked with the name and number of the Project and bidder as described in the Notice to Bidders; and must be received by not later than the time designated in the Notice to Bidders. No responsibility will attach to Engineer or Owner for premature opening of a bid which is not properly identified.

INSTRUCTIONS TO BIDDERS

- d. Bidders shall submit all documents listed on the Bidder's Checklist.
- e. The failure to include a document with a bid shall not be considered a defect where the Bidder's Checklist 'requests', rather than requires, that the document be submitted with the bid. However, the failure to submit such document prior to award shall be cause for the Owner's refusal to award and for rejection of the bid.

3. DISCREPANCIES OR OMISSIONS: BIDDER'S RESPONSIBILITY

- a. Bidders who find discrepancies in or omissions from the Contract Documents or are in doubt as to their meaning should at once notify the Engineer in writing no later than the Deadline for Questions set forth in the "Notice to Bidders". If it is deemed necessary, instructions in the form of Addenda / Clarifications to Specifications and / or Drawings will be issued to all bidders in a manner consistent with N.J.S.A. 18A:18A-21(c) on the date set forth in the "Notice to Bidders". Owner or Architect will not be responsible for any oral instructions. **It will be assumed with the submission of the bid that the bidder has fully examined the site and the Contract Documents and has made provisions for construction under the applicable conditions; Bidder is responsible for seeing that his Prime Subcontractors are similarly familiar with the site and requirements of the Contract Documents so far as applicable to their work.**
- b. Bids shall be based upon the Contract Documents and may not be withdrawn for a period of 60 days after the date set for receiving bids. Any bid which has been opened by the Owner may not be withdrawn during the period specified herein except as specifically permitted by law.

4. BID SECURITY: FORFEITURE

- a. Bids shall be accompanied by a bid guarantee in the form of a Bid Bond issued by a Surety licensed in the State of New Jersey, cashier's check or a certified check issued by a national bank or trust company and payable to the order of the Owner in the amount of ten (10%) percent of the Bid or \$20,000, whichever is less, pursuant to N.J.S.A. 18A:18A-24, to be retained and applied as provided, in case the bidder should default in executing the Agreement, or furnishing the required insurance certificates within ten (10) days after notice that an award has been made to it, or furnishing the required Performance and Payment Bond as required by the Contract Documents.
- b. Bid securities of the three lowest responsible bidders will be retained until Contract Documents have been properly executed by the bidder to whom the contract is awarded but in no event exceeding 60 days after bid opening unless consent of the bidders and, if applicable, their sureties is obtained for such longer period as may be agreed. In the event that a Bid Bond is submitted with the bid, the bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the Bid Bond is furnished therewith.

INSTRUCTIONS TO BIDDERS

- c. Bidders who intend to submit a Bid Bond as the required security with their bids must use the form of Bid Bond provided or its legal equivalent. Such bidders must also provide a Power of Attorney for the Attorney-In-Fact who issued the Bond, which document must be currently dated and valid for the entire amount of the Bond.

5. CONSENT OF SURETY

Pursuant to N.J.S.A. 18A:18A-25, bids shall be accompanied by a Consent of Surety assuring that satisfactory arrangements have been made between the Surety and the bidder, by which the Surety agrees to furnish the bidder with a Performance and Payment Bond and a Maintenance Bond, each in the stated amount of one hundred percent of the Contract amount. The Consent of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey. The Surety's consent and guarantee to issue the Performance Bond, Payment Bond, and Maintenance Bond must be unconditional. **Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds shall be cause for rejection of the Bid.**

6. AWARD OF CONTRACT

- a. The Owner reserves the right to waive minor informalities or non-material exceptions in the bid or bidding process, in accordance with applicable law. Bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Bids in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law. The submission of a bid vests no contractual, property, or other right in favor of the bidder.
- b. The Owner reserves the right to reject all bids pursuant to the Public Schools Contracts Laws. The Owner reserves the right to disqualify a bidder with whom the Owner, and/or any other school district in the State of New Jersey and/or the New Jersey Economic Development Authority or successor State Agency, had prior negative experience(s) as defined and in accordance with N.J.S.A. 18A:18A-4.
- c. Before awarding a Contract, the Owner may require the apparent low bidder for the Contract to provide proof that the bidder possesses the necessary equipment that will be required to complete this project in accordance with N.J.S.A. 18A:18A-23.
- d. The award of Contract or rejection of bids will be made within sixty (60) days of the Bid Opening, except that the bids of any bidders who consent thereto in writing may, at the request of the Owner, be held for consideration for such longer period as may be agreed.
- e. If awards are made, the Owner and Contractor will execute the Agreement within twenty-one (21) days after the date of the award, Sundays and holidays excepted. This time may be extended by agreement of the Owner and the awardee.
- f. The A101, A201, Performance and Payment Bond, and Maintenance Bond forms included with these Specifications exemplify the type of Contract forms that the successful bidder will be required to execute before or after award has been made, in accordance with the Contract Documents and State law governing such Bonds.

INSTRUCTIONS TO BIDDERS

- g. Change orders under the Contract are subject to N.J.A.C. 5:30-11 and the availability of funds per N.J.A.C. 6A:23A-21.1.

7. CHANGES PRIOR TO OPENING OF BIDS

- a. During the period allowed for the preparation of bids, the Engineer may furnish the prospective bidders Addenda / Clarifications setting forth additions to or alterations of the Contract Documents, which additions or alterations shall be included by each bidder in the computation of amounts to be inserted by it in the bid which it submits, and which Addenda / Clarifications shall become a part of such Contract Documents as if the same were fully incorporated herein.
- b. It shall be the duty of each prospective bidder to inform its prospective Subcontractors of such Addenda / Clarifications to the extent that they may be affected.
- c. Any Addenda / Clarifications issued by the Engineer will be sent in a manner consistent with N.J.S.A. 18A:18A-21(c) to each prospective bidder of whom the Architect shall have a record.

8. START OF WORK

Shop Drawings, Submittals, etc. can be commenced after Notice to Proceed has been given by Owner or Engineer.

9. COMPLETION OF THE PROJECT

The project must be completed by the date set forth in the Specification Section 01010-Summary of Work. In accordance with N.J.S.A. 18A:18A-19, the Owner may deduct, from the contract price, any wages paid by the Owner to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the completion date.

10. BONDS AND INSURANCE

Requirements for Bonds and Insurance are stated in these Instructions to Bidders, Specifications and the A201. A Performance and Payment Bond is required in the amount of 100% of the Contract price for each Bond. A Two (2) year Maintenance Bond is required in the amount of 100% of the Contract.

The Performance and Payment Bond need not be submitted with the bidder's bid but must be submitted at the time of execution of the Contract. The Performance and Payment Bond shall be in compliance with requirements of the New Jersey Publics Schools Contracts Law and Public Works Bond Act, specifically N.J.S.A. 18A:18A-25 and N.J.S.A. 2A:44-143 et seq. The Maintenance Bond shall be in the form provided therewith and shall be provided to Owner as required in the A201.

INSTRUCTIONS TO BIDDERS

11. STATEMENT OF BIDDER'S QUALIFICATIONS

In accordance with N.J.S.A. 18A:18A-26 et seq. each bidder shall submit the following documents for itself (and, as to (1) and (2), for each of its named Prime Subcontractors) from the State of New Jersey's Department of the Treasury, Division of Property Management and Construction:

- (1) A NOTICE OF CLASSIFICATION indicating that they are qualified to bid on the public work as specified herein. Bidders must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) with at least the DPMC classification associated with the work they intend to directly perform or, if Bidder will not directly perform any work, with DPMC classification C006, C008, or (if the project does not call for construction of a new facility) C009. Bidders' Prime Subcontractors must be pre-qualified by DPMC with the DPMC classification associated with the work they intend to directly perform or subcontract. Notwithstanding anything else in this bid document package, Bidders need not name subcontractors furnishing general construction work under N.J.S.A. 18A:18A-18(a)(5). The bidder and/or named Prime Subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction, prior to the date that bids are received. These documents are requested to be provided with the bid, but in any event shall be submitted prior to the contract award. The classification status of bidders and named Prime Subcontractors will be independently verified through DPMC after the bid opening, prior to award.
- (2) TOTAL AMOUNT OF UNCOMPLETED CONTRACTS affidavits (Form DPMC 701) duly signed and notarized with the corporate seals affixed. These documents must be submitted with the bid.
- (3) Bidder Affidavit of no material adverse change in qualification information since the latest statement in accordance with N.J.S.A. 18A:18A-32. This document must be submitted with the bid.

12. NEW JERSEY PREVAILING WAGE RATE / PUBLIC WORKS CONTRACTOR REGISTRATION

Bidders are required to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (the "Wage Act"), as amended.

Contractor shall ensure that all workers employed in the performance of this Contract shall be paid not less than the Prevailing Wage Rate designated for this locality by the Commission of Labor and Workforce Development. If it is found that any worker employed by the Contractor or any Subcontractor- has been paid less than the Prevailing Wage Rate or otherwise violates the Wage Act, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable for any excess costs occasioned thereby to the Owner'.

INSTRUCTIONS TO BIDDERS

Pursuant to N.J.S.A. 34:11-56.27a, if the lowest responsive bidder submits a bid that is ten percent (10%) or more below than the next lowest bid, the lowest responsive bidder shall certify to the Owner that the prevailing wage rates required by the Wage Act shall be paid. If the bidder does not provide the certification prior to award of the contract, the bidder shall not be entitled to the award, and its bid will be rejected.

The Contractors can reference the State of New Jersey Department of Labor and Workforce Development Website <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html> to view current Prevailing Wage Rates. The official wage rates will be included in the contract by the Board.

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.38 et seq. (the *Registration Act”) requires that Contractors and named Prime Subcontractors must be registered pursuant to the Registration Act prior to submitting a bid. The Owner requests bidder provide a copy of the Public Works Contractor Registration Certificate for itself and any named Prime Subcontractors at the time of submission of the bid, but bidder must provide the Public Works Contractor Registration Certificate for itself and any named Prime Subcontractors prior to award. The Contractor shall enter into subcontracts only with subcontractors, whether Prime Subcontractors or otherwise, who are registered pursuant to the Act.

13. CERTIFIED PAYROLL REQUIREMENTS

Governor Murphy signed into law S-1442/A-5345, now P.L. 2023, c. 138, which requires public works contractor registration and payroll certification for public works projects to be completed online at [New Jersey Wage Hub](#). The Contractor will be required to submit the certified payroll via the hub and via hard copy to The Board of Education of the Township of Lower for itself and its subcontractors.

14. BUSINESS REGISTRATION AND USE TAX

Pursuant to N.J.S.A. 52:32-44, the Owner is prohibited from entering into a contract with a bidder unless the bidder and each waived Prime Subcontractor has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. The Owner is requesting that copies of the Registrations for bidders and their named Prime Subcontractors be included with the bid, but the bidder must provide proof of such Registrations prior to the award.

Additionally:

- (1) The contractor shall not enter a contract with a subcontractor, whether a Prime Subcontractor, or otherwise, for this project unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) After award, and prior to commencing work on site, the Contractor shall maintain and submit to the Owner a list of subcontractors and their addresses, which must be updated as provided information is no longer current.

INSTRUCTIONS TO BIDDERS

- (3) The contractor and any subcontractor providing goods or performing services for this project, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

15. OWNERSHIP DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into 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, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten percent (10 %) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10 %) or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

INSTRUCTIONS TO BIDDERS

The Ownership Disclosure Certification form shall be completed, signed, notarized, and submitted with the bid.

16. N.J.S.A. 10:5-31, et seq. AFFIRMATIVE ACTION

Pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented, the following Affirmative Action requirements on the Project will be a condition of the Contract: The bidder, its subconsultants and subcontractors shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

17 N.J.S.A. 10:2-1. Anti-discrimination Provisions

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public Agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to 18A:18A-51 et seq.

INSTRUCTIONS TO BIDDERS

18. DOMESTIC MATERIALS/BUY AMERICAN

Pursuant to N.J.S.A. 18A:18A-20, Contractor shall use only manufactured and farm products of the United States, wherever available.

19. SUBSTITUTION REQUESTS

Please refer to Specification Section 01300, Submittals.” “Or Equal” substitutions are permitted so long as they are equal to or superior to the basis of design and the Contractor takes full responsibility for all coordination and costs associated with collateral issues related to the substitution. No Substitutions will be reviewed during the bidding process. The Contractor takes full responsibility for all Substitutions. Substitution submittals shall be made no later than 30 days after Notice to Proceed in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products.

20. METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER(S)

If at the time this Contract is to be awarded, the lowest responsive Base Bid (with any accepted alternates) submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract the contract will be awarded. However, if said bid exceeds such amount, or other lawful cause exists, the Owner may reject all bids.

21. Form AIA 101-2017 “Standard Form of Agreement Between Owner and Contractor and AIA-A201-2017 “General Terms and Conditions” as modified by the Owner (and enclosed herein), shall be the standard agreement form used for Contracts for this project.

22. MANDATORY ELEC DISCLOSURE REQUIREMENT, P.L. 2005, CHAPTER 271

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

In accordance with N.J.A.C. 6A:23A-6.3 the Board may not award a contract over \$17,500 to a bidder that has made a reportable contribution to a member of the district board of education during the preceding one-year period. Bidders must submit a C.271 Political Disclosure Four in the form provided with the Specifications at least ten (10) days prior to award.

23. NON-COLLUSION AFFIDAVIT

The Owner is requesting that the Non-Collusion Affidavit be included with the bid, but the bidder must provide the Non-Collusion Affidavit prior to the award.

24. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

The Owner, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Disclosure of Investment Activities in Iran N.J.S.A. 52:32-55 et seq.

INSTRUCTIONS TO BIDDERS

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, prior to the time a contract is awarded and at the time the contract is renewed, 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.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under N.J.S.A. 52:32-58, the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in N.J.S.A. 52:32-59.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or any of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit prior to the award of the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of contract.

25. CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA AND/OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) a State agency or local unit, as applicable, shall require a person seeking to enter into or renew a contract to certify, before the contract is awarded, renewed, amended, or extended, that the person is not identified on a list created by the Department of the Treasury as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the State agency or local unit of government concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided and disclosures provided shall be disclosed to the public. Engaged in prohibited

INSTRUCTIONS TO BIDDERS

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 March 9, 2022 that involve contracts with or the provision of goods or services to the Governments 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.

The Certification of Prohibited Activities in Russia and/or Belarus Form is to be completed, certified and submitted prior to the award of contract.

26. AMERICANS WITH DISABILITIES ACT, 42 U.S.C. 12101

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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 the 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 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 particulars of the claim then known by the OWNER. If any action or administrative proceedings 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, or an independent violation by the OWNER, 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 to 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

INSTRUCTIONS TO BIDDERS

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.

27. NEW JERSEY OFFICE OF CLEAN ENERGY REBATE

During the performance of the contract, if and when requested by the Owner or the Owner's Representative, Contractor shall provide all required documentation including Submittals, Shop Drawings, and Cost Information (for materials and installation) for any equipment, systems or components, in order for the Owner to pursue Grants and Reimbursement through the New Jersey Office of Clean Energy. The Contractor may be required to provide detailed pricing information including invoices of materials and a breakdown of labor or equipment costs as it pertains to individual pieces of equipment, systems or components.

28. STUDENT AND FACULTY SAFETY:

During the performance of this contract, neither the Contractor nor any Subcontractor, where applicable, shall knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. "Megan's Law," as a Tier 3 offender ("sex offenders determined to pose a relatively high risk of re-offense") or a Tier 2 offender ("sex offenders determined to pose a moderate risk of re-offense"), upon the Owner's property or the Project site.

All personnel or agents of the Contractor shall observe all rules and regulations in effect at the Owner's premises. For purposes of this section, Contractor's personnel include the personnel of subcontractors of any tier. Contractors shall assume full responsibility for the actions of all their personnel. During the performance of this contract, neither the Contractor nor any Subcontractor, where applicable, shall knowingly allow any employee to enter any area of the Project where students or faculty are present, without first providing the Owner with a written list setting forth the identity of the employees. Contractors shall maintain proper supervision of the work in progress at all times. All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have at least the minimum ability and experience for his classification. The Contractor shall provide evidence of qualifications for any personnel performing work under contract upon request.

Employees, personnel, or agents of the Contractor, while on the Owner's property, shall be subject to the control of the Owner, but under no circumstances shall such persons be deemed to be employees, personnel, or agents of the Owner. Contractor's personnel are not to engage in any activities with the students, staff or other Owner's employees unless duly authorized to do so in writing by the Business Administrator or Superintendent. Owner reserves the right to refuse to accept services from any personnel deemed by the Owner or its representative to be unqualified, disorderly, or unable to perform assigned work.

Owner (and/or the Owner's Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity Owner and/or Owner's Representative reasonably deems unfit or who/which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, the use of language reasonably considered inappropriate on school grounds, harassing or biased or prejudiced behavior, negligent or reckless behavior, vandalism, theft, improper storage, or illegal acts. Such behaviors or actions by Contractor's personnel shall be deemed a violation of the terms of the contract by Contractor.

INSTRUCTIONS TO BIDDERS

All personnel of the Contractor will be required to wear picture identification badges in a visible manner while working on the Owner's premises; the badges must identify the individual and the firm with which the individual is employed. Contractors' personnel are to wear uniforms whenever possible. At the beginning of each workday, Contractor shall provide a list to Construction Manager of all of Contractor's personnel on-site that day.

29. **CRIMINAL HISTORY BACKGROUND CHECKS — N.J.S.A. 18A:6-7.1:**

The Contractor and all subcontractors of any tier for the project shall provide to the Owner evidence or proof that each worker assigned to the project that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

The determination of "regular contact with students" will be made by the Owner. Failure to provide proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students shall be a violation of the terms of the contract.

If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately.

30. **Covid-19 Requirements:** All onsite personnel shall comply with the latest Federal, State and Local authorities having jurisdiction regarding Covid-19 protocols.

31. The successful bidder shall, after contract award, comply with and complete all required forms, written authorizations and/or other information issued by the Owner for the disclosure of information in accordance with the mandates of N.J.S.A. 18A:6-7. 7 et seq. which concerns prior acts and/or investigations of sexual misconduct and/or child abuse for those contracted service providers who are employed in positions which involve regular contact with students. The successful bidder is further notified, to the extent permitted by N.J.S.A. 18A:6-7.8, that failure to provide truthful information or willfully failing to disclose information required by N.J.S.A. 18A:6-7. 7 et seq., may subject the successful bidder to discipline up to, and including, termination or denial of employment; shall constitute a violation of the terms of the contract; may be a violation of N.J.S.A. 2C:28-3; and may be subject to a civil penalty of not more than \$500, which shall be collected in proceedings in accordance with the N.J.S.A. 2A:58-10 et seq.

32. **ANTI-BULLYING BILL OF RIGHTS — REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING - CONTRACTED SERVICE**

The Contractor shall comply with all applicable provisions of the New Jersey Anti-Bullying Rights Act — N.J.S.A. 18A:37-13.1 et seq. and N.J.S.A. 18A:37-16, all applicable code and regulations, and the Anti-Bullying Policy of the Owner. The district shall provide to the contracted service provider a copy of the Owner's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed,

INSTRUCTIONS TO BIDDERS

or has reliable information that a student has been subject to harassment, intimidations, or bullying shall report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary, who shall immediately initiate the Owner's procedures concerning harassment, intimidation and bullying.

33. RECORD MAINTENANCE

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

34. CONTRACTOR PERFORMANCE EVALUATION

In accordance with N.J.S.A. 18A:18A-15, when the entire cost of the project will exceed \$20,000.00, the Board, through its authorized agent, shall upon the completion of the contract report to the Department of the Treasury as to the Contractor's performance, and shall also furnish such report from time to time during performance if the Contractor is then in default.

35. The Owner's officials and/or employees are precluded from taking part in the negotiations or the awarding of contracts to companies with which they may have a financial or personal interest.

36. The Owner represents that none of its employees, and to the best of its knowledge, none of its contracted parties or- employees of its contracted parties, are engaged in any conduct that would constitute a conflict of interest or a violation of the School Ethics Act.

37. The Contractor and its Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17: 19-4.1.

38. The Owner shall keep those records and accounts and shall require all Contracted Parties including the Contractor and Subcontractors to keep those records and accounts for the School Facilities Projects as necessary in order to evidence compliance with the Public Schools Contracts Law.

39. The Contractor agrees to retain during the term of the Contract and for 10 years after closeout thereafter all financial records, supporting documents and other records which relate in any way to the work. If any litigation, claim or audit commences prior to the expiration date, such records and documents shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

END OF SECTION

BID FORM

DATE: _____

Bidder's Information: (Print or Type)

Company Name: _____

Contact Name: _____

Contact Email Address: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

**The Board of Education of the Township of Lower
905 Seashore Road
Cape May, NJ 08204**

Ladies and Gentlemen:

This Proposal is submitted in accordance with your Notice to Bidders inviting proposals to be received for the **Sandman Consolidated School 2026 Bollard Installation (IFB #101)**. Having carefully examined the Contract Documents and being familiar with various conditions affecting the work, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary tasks to complete the **ENTIRE PROJECT in accordance with said Contract Documents per prices below:**

ITEM #	DESCRIPTION	BID QUANTITY	UNIT PRICE	TOTAL PRICE
BASE BID				
1.	Utility Location / Subsurface Utility Engineering Survey (Quality Level B) (Lump sum) _____ Dollars and _____ Cents	1	\$ _____	\$ _____
2.	Excavation (Unclassified), including proper disposal of excavated material. Per cubic yard. _____ Dollars and _____ Cents	55 CY	\$ _____	\$ _____

BID FORM

ITEM #	DESCRIPTION	BID QUANTITY	UNIT PRICE	TOTAL PRICE
BASE BID				
3.	Concrete Trench / Foundation (5000 psi), Including subbase. Installed and complete. Per square yard (SY). _____ Dollars and _____ Cents	52 SY	\$ _____	\$ _____
4.	Permanent Bollard, installed in Concrete Trench / Foundation, including covers. Installed and complete. Per unit. _____ Dollars and _____ Cents	36 Units	\$ _____	\$ _____
5.	Internal Locking Bollard (Removal), including covers. Installed and complete. Per unit. _____ Dollars and _____ Cents	3 Units	\$ _____	\$ _____

Total Amount of Base Bid \$ _____

Written in words: _____

Where any conflict exists between the numerical and written figures, the written figures shall govern.

Bid Prices shall hold for a period of 60 days after the date of opening for purposes of award.

Bid security submitted in the form of a (circle one) Bid Bond, Cashier's Check, Certified Check for
\$ _____.

COMPANY NAME AND ADDRESS OF BIDDER (Type or Print)

BID FORM

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Also, Type or Print)

Signature

Telephone Number

Printed Name, Title

Facsimile Number

Email Address

BID FORM

SUBCONTRACTOR DISCLOSURE

The Board of Education of the Township of Lower called "Owner" in accordance with bidding requirements for the work titled memorial School 2025 Toilet Room Renovations for the portions of the Work below listed, the undersigned proposes to use the following Prime Subcontractors (indicate Self-performing" if you are doing the portion of the work required — please note you must be Pre-Qualified for the work to be "Self-Performing") pursuant to N.J.S.A. 18A: I8A-15:

PORITION OF WORK

PRIME SUBCONTRACTOR'S NAME AND
ADDRESS

General Construction2 (C006)	
Concrete / Foundation Footings / Masonry work (C019)	
Parking & Control Systems (C044)	
Site Work (C054)	
Road Construction and Paving (C059)	
Signage & Graphics (C110)	

BID FORM

ALTERNATES

An alternate is an amount proposed by bidders and stated herein for certain work that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. The Owner will select Alternate Bid Items in its best interest and subject to its budgetary limitations. If selected Alternates are applicable, the lowest responsible bid and contract price will be calculated as the sum of the base bid and the amount bid for the selected Alternate Bid Items. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

SCHEDULE OF ALTERNATES: The Bidder shall enter the amount to be added or deducted from the base contract amount for each alternate listed below. Fill in "\$0.00" if no cost is associated with an alternate.

NO ALTERNATES

BID FORM

The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after date set for bid opening.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the work of this Project, under the Contract, shall be fully and finally completed and ready for service in accordance with the date found in Specification Section 01010 — Summary of Work.

NAME OF BIDDER

SIGNATURE.

DATE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA / CLARIFICATIONS

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Clarification
Number

Dated

☐ Check here if No Addenda / Clarifications were issued.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR BID
SUBMISSION SHALL BE CAUSE FOR YOUR BID TO BE REJECTED**

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

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

“No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into 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, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Click the box that represents the type of business organization:

- ☐ Sole Proprietorship
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent (10%) or greater interest therein, or that no member in the limited liability company owns a 10 percent (10%) or greater interest therein, as the case may be.

Sign and notarize the form below and complete the list below. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, meeting or exceeding the 10 percent (10%) ownership criteria established in N.J.S.A. 52:25-24.2, has been listed. {Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name:

Address:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address:

Name: _____

Address: _____

Part III - Ten Percent Owners of Owners Identified in Part II:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent filing, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent filing, and the relevant page numbers of the filings that contain the information on each person that holds a ten percent (10%) or greater beneficial interest.”

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a ten percent (10%) or greater beneficial interest.

AND

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

AND

List the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership and/or limited liability company 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 meeting or exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

Subscribed and sworn before me this _____ day of _____, 20____

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

BID BOND

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

Company Address

as Principal, and _____
Surety Company Name

Surety Company Address

as Surety, are hereby and timely bound unto **The Board of Education of the Township of Lower at the Board Office located at 905 Seashore Road, Cape May, New Jersey 08204** as Owner, in the penal sum of Ten Percent of the Amount of Bid Not to Exceed Twenty Thousand and 00/100 Dollars (10% Not to Exceed \$20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ Day of _____, 20 _____

The condition of the above obligation is such that, whereas the Principal has submitted to The Board of Education of the Township of Lower a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Sandman Consolidated School Bollard Installation.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver an AIA Document A101 Standard Form of Agreement Between Owner and Contractor (properly completed and amended in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of the Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

	_____ Company Name
Attest / Witness	
_____ Signature	By: _____ Signature
	_____ Name and Title
	_____ Surety Company Name
_____ Signature	By: _____ Signature
	_____ Name and Title

ANY BOND COMPLYING WITH THE REQUIREMENTS OF N.J.S.A 18A:18A-24 MAY BE USED.

CONSENT OF SURETY

The _____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____

and authorized to do business under the Laws of the State of New Jersey, hereby certifies that application has been made to us by

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a Performance Bond, Payment Bond, and Maintenance Bond each equal to 100% of the Contract price to ensure the faithful performance on the part of the Bidder of the terms and conditions of the contract.

Title of the Work: Sandman Consolidated School – 2026 Bollard Installation Toilet

Room Renovations Location of the Project: 838 Seashore Rd, Cape May, NJ 08204

This proposition is made with the understanding that any change made in the specifications or agreements without the consent of the bondsman shall in no way vitiate the bond.

WITNESS:

SURETY COMPANY

(Name of Surety Company)

Title: _____

(Attorney-in-fact)

By: _____

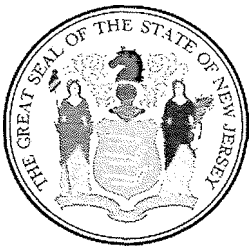
Date: _____

(Affix corporate seal)

IMPORTANT NOTE

The Surety Company executing the Bond must be authorized to transact business in the State of New Jersey. For contracts in excess of \$850,000, the Surety shall be listed on the Treasury Department's most current New Jersey List of Approved Sureties, located at www.state.nj.is/dobi/surety.html.

ANY FORM CONSENT OF SURETY COMPLYING WITH THE REQUIREMENTS OF N.J.S.A. 18:18A-25 MAY BE USED.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION TION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17.19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

By _____

Name of Firm

Signature

Title

Business Address

Phone

Affix
corporate
seal
here

Sworn to and
subscribed before me
This day of
20

Notary Public

NO MATERIAL ADVERSE CHANGE IN QUALIFICATION

AFFIDAVIT

I, _____ being of full age under oath depose and say:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.
2. A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of Bidder as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within one (1) year preceding the date of opening of bids for this contract.
3. I certify, as required by N.J.S.A. 18A:18A-32 that there has been no material adverse change in the qualification information of Bidder since such statement was submitted to the Department of Treasury except:

SEAL

SIGNATURE

TITLE

COMPANY

DATE

Sworn to and subscribed
before me this day
of _____, 20 ____

Notary Public

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

_____ Signature	_____ Printed Name	_____ Title
--------------------	-----------------------	----------------

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

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

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

County Name: Cape May

State: Governor, and Legislative Leadership Committees

Legislative District #: 1

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

County:

Freeholders County Clerk Sheriff Surrogate

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

Avalon Borough	North Wildwood City	West Wildwood Borough
Cape May City	Ocean City City	Wildwood City
Cape May Point Borough	Sea Isle City	Wildwood Crest Borough
Dennis Township	Stone Harbor Borough	Woodbine Borough
Lower Township	Upper Township	
Middle Township	West Cape May Borough	

Boards of Education (Members of the Board):

Avalon Borough	Middle Township	West Cape May Borough
Cape May City	North Wildwood City	West Wildwood
Cape May Point	Ocean City	Wildwood City
Dennis Township	Sea Isle City	Wildwood Crest Borough
Lower Cape May Regional	Stone Harbor Borough	Woodbine Borough
Lower Township	Upper Township	

Fire Districts (Board of Fire Commissioners):

Dennis Township Fire District No. 1	Middle Township Fire District No. 2
Dennis Township Fire District No. 2	Middle Township Fire District No. 3
Dennis Township Fire District No. 3	Middle Township Fire District No. 4
Lower Township Fire District No. 1	Upper Township Fire District No. 1
Lower Township Fire District No. 2	Upper Township Fire District No. 2
Lower Township Fire District No. 3	Upper Township Fire District No. 3
Middle Township Fire District No. 1	Upper Township Fire District No. 4

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

HOLD HARMLESS AGREEMENT

It is further agreed that the undersigned hereby agrees to defend, indemnify and hold harmless the Board of Education, its officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees and costs, in case it shall be necessary to file an action or claim or in case an action or claim is brought or made which is; 1) for personal or bodily injury, illness or death, for property damage, including loss of use, or for any economic loss and; 2) caused in whole or in part by _____(Name of Bidder) alleged negligent acts or omissions, breaches of contract, or otherwise arising out of their work, or those of a subcontractor, or that of anyone employed by them, or for whose acts contractor or subcontractor may be liable. Contractor's obligation hereunder shall apply in all instances whether the Board of Education, its officers, employees, volunteers and/or agents is/are made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a part to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim. The Contractor's obligation hereunder shall apply even when such claims, damages, losses and expenses are caused in part by the Board of Education, its officers, employees, volunteers or agents.

Full Name of Contractor: _____

Business Address: _____

Telephone Number: (____) _____ Zip Code _____

Project Description: _____

Signature / Authorized Person _____

Print Name: _____

Witness Signature _____

Print Name: _____

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am _____ of the firm of _____
(your title) (name of your organization)

(state the address of your organization)

CHOOSE ONE or THE FOLLOWING

- () A. I hereby certify on behalf of _____ that
(name of your organization)

neither it nor its principals are presently debarred, suspended, declared ineligible, subject
to notice that debarment is being considered or reviewed or may be imposed, or
voluntarily excluded from public contracting by the State of New Jersey, any Department
or agency thereof, or any Federal department or agency.
- () D. I am unable to certify to any of the statements set forth in this
certification. I have attached an explanation to this form.

(Signature)

(Type Name & Title)

(Date)

CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the District if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 1.2549. You may contact the District for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" without modification, in all subcontracts to this agreement as authorized by the District.
7. The Contractor may be debarred, suspended or disqualified from contracting and/or working on the Work if found to have committed any of the acts listed in N.J.A.C. 17:19-4.1. The Contractor shall insert in all of its contracts with subcontractors a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting and/or working on the Work if found to have committed any of the acts listed in N.J.A.C. 17:19-4.1
8. All Bidders shall submit a sworn statement indicating whether the Bidder, at the time of the Bid, is included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. The Owner shall immediately notify the State of New Jersey and the Unit or Fiscal Integrity of the Office of the Attorney General whenever it appears that a bidder is on the State Treasurer's or the Federal Government's List.

CERTIFICATION OF DEBARMENT

FEDERAL NON-DEBARMENT CERTIFICATION

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

Bidders are required to comply with the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

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

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

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

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

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

PART III – CERTIFICATION OF NON-DEBARMENT : Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the NJEDA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award REDD to notify the REDD 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 REDD, permitting the REDD to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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

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

AFFIRMATIVE ACTION REQUIREMENTS

Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an Initial Project Workforce Report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
2. 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 undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

Subscribed and sworn to before me this

_____ day of _____, 202 __,

My Commission expires:

Date

Signature

Name and Title
(Type or Print)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of

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

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

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

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

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

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

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

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

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

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

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

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

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

Program upon request.

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

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

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

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

(Revised: January 2016)

I understand the requirements and will meet these requirements.

Name of Firm

Signature and Title

Date

NON—COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of _____ the bidder making this Proposal/Bid for the Sandman Consolidated School – 2026 Bollard Installation, and that I executed the said Bid 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 Sandman Consolidated School – 2026 Bollard Installation and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Bidder)

Bidder's Signature

Sworn to and subscribed before me

this ____ day of _____, 20 ____

Notary Public of

My Commission expires _____ 20 ____

EQUIPMENT CERTIFICATION

In accordance with 16A:18A-23, The undersigned Bidder hereby certifies as follows:

The bidder owns, leases or controls all necessary equipment required to accomplish the work described in the Contract Documents.

Name of Bidder: _____

Signature: _____

Name of Signor: _____

Title: _____

Date: _____

If the bidder is not the actual owner or lessee of such equipment, bidder shall provide the source(s) of such equipment and provide certifications from the owners or other persons controlling such equipment definitely granting to the bidder the control of the equipment required during such times as may be necessary for the completion of that portion of the contract for which that equipment is necessary.

Equipment Source(s):
(if any necessary equipment not owned or leased)

(entity name and physical address)

(entity name and physical address)

(entity name and physical address)

Add additional sheets if necessary for additional sources

Attach Required Certifications for Each Source
(if any necessary equipment not owned or leased)

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

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

Disclosure of Investment Activities in Iran

**Person or
Entity**

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	

Lower Township Board of Education Prohibited Russia-Belarus Activities & Iran Investment Activities

COMPANY, PERSON, OR ENTITY _____

PART 1: CERTIFICATION

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

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

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

CONTRACT AMENDMENTS AND EXTENSIONS

☐ *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be*

engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

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

PART 2: ADDITIONAL INFORMATION

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

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

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

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

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

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

Name of Company, Entity	_____		
Full Name (Print)	_____	Title	_____
Signature	_____	Date	_____

AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability

The Contractor and the Lower Township Board of Education do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Lower Township Board of Education 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 Lower Township Board of Education in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Lower Township Board of Education, 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 Lower Township Board of Education grievance procedure, the Contractor agrees to abide by any decision of the Lower Township Board of Education which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Lower Township Board of Education or if the Lower Township Board of Education incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Lower Township Board of Education 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 proceedings is brought against the Lower Township Board of Education or any of its agents, servants, and employees, the Lower Township Board of Education shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Lower Township Board of Education 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 Lower Township Board of Education pursuant to this paragraph.

It is further agreed and understood that the Lower Township Board of Education 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 Lower Township Board of Education from taking any other actives available to it under any other provisions of the Agreement or otherwise at law.

PERFORMANCE AND PAYMENT BOND

Bond No. _____

[Principal]

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, and _____,
a corporation duly authorized to do business in the State of New Jersey, as Surety (the "Surety"), are
hereby held and firmly bound unto

**The Board of Education of the Township of Lower
905 Seashore Road
Cape May, NJ 08204**

(hereinafter called the "Obligee") in the penal sum of _____ [100% of the Contract Amount]
Dollars, (\$ _____),
for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 _____

TIME CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT WHEREAS, the above named
Principal did, on the _____ day of _____, 20 _____, enter into a Contract with the Obligee
for Sandman Consolidated School – 2026 Bollard Installation; which said Contract is made a part of
this, the Bond, the same as though set forth herein:

NOW THEREFORE, if the said _____ [Principal]
shall well and faithfully do and perform the things agreed by _____ [Principal]
to be done and performed in accordance to the terms of said Contract, and shall pay all lawful claims of
subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials,
provisions or other supplied, fuels, oils, implements, or machinery furnished, used or consumed in the
carrying forward, performing or completing of said Contract as required by N.J.S.A. 2A:44-143, we
agreeing and assenting that this undertaking shall be for the benefit of any subcontractors, materialmen,
laborers, persons, firms or corporations having a just claim as required by N.J.S.A. 2A:44-143, as well
as for the Obligee herein, then this obligation shall be void; otherwise, the same shall remain in full
force and effect; it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to
the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any way affect
the obligation of said Surety on its Bond.

PERFORMANCE AND PAYMENT BOND

THIS BOND is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works (including N.J.S.A. 2A:44-143 et seq.) and liability hereunder is as limited and expansive as said statutes provide.

Signed and Sealed this _____ day of _____, 20 ____

Principal Name

Witness:

As to Principal

By: _____
Principal Signature [SEAL]

Surety Name

As to Surety

By: _____
Surety Signature [SEAL]

MAINTENANCE BOND

Bond No. _____ [Principal] _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____
a corporation duly authorized to do business in the State of New Jersey, as Surety (the "Surety"), all we
hereby held and firmly bound unto

**The Board of Education of the Township of Lower
905 Seashore Road
Cape May, NJ 08204**

(hereinafter called the "Obligee") in the penal sum of _____ [100% of the Contract Amount] _____ Dollars,
(\$ _____),
for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT WHEREAS, the above named
Principal did, on the _____ day of _____, 20 _____, enter into a Contract with the Obligee for
Sandman Consolidated School 2026 Bollard Installation; which said Contract is made a part of this, the
Bond, the same as though set forth herein:

NOW THEREFORE, if the said _____ [Principal] _____ shall remedy without
cost to the Obligee any defects which may develop during the two (2) year Maintenance Period of the work
performed under the said Contract, provided such defects, in the judgment of the Obligee are caused by
defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and
remain in full force and effect. The two (2) year period shall commence on the date established by Obligee's
final acceptance of the Principal's Work.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the
terms of the said Contract or the plans or specifications therefor shall in any way affect its obligations on
this bond.

[LEFT INTENTIONALLY BLANK]

Signed and Sealed this _____day of _____, 20__

Principal Name

Witness:

As to Principal

By: _____
Principal Signature (SEAL)

Surety Name

As to Surety

By: _____
Surety Signature (SEAL)

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT									
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				Name:									
				Address:									
				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD					
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT				7. PROJECT NUMBER					
				Name:									
				Address:									
				COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☐					
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE		FEMALE		MALE		FEMALE					
		J	AP	J	AP	J	AP	J	AP				
1. ASBESTOS WORKER													
2. BRICKLAYER OR MASON													
3. CARPENTER													
4. ELECTRICIAN													
5. GLAZIER													
6. HVAC MECHANIC													
7. IRONWORKER													
8. OPERATING ENGINEER													
9. PAINTER													
10. PLUMBER													
11. ROOFER													
12. SHEET METAL WORKER													
13. SPRINKLER FITTER													
14. STEAMFITTER													
15. SURVEYOR													
16. TILER													
17. TRUCK DRIVER													
18. LABORER													
19. OTHER													
20. OTHER													

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

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

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

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

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY
AWARDING THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

PRE-QUALIFICATION AFFIDAVIT

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification—N.J.S.A. 18A:18A-32

I am _____ (*Position in Company*), and the bidder for the above named project and the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith:

Notice of Classification

_____ (*Name of Company*) is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This Classification became effective _____ (*Date*)

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction is attached.

Total Amount of Uncompleted Contracts

The total amount of uncompleted work on contracts is \$ _____

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

Signature of Authorized Representative

Date

Signature of Notary

Print Name of Notary

Notary Public of _____

Month
Day
Year

PRE-QUALIFICATION AFFIDAVIT

CONTRACTOR REGISTRATION CERTIFICATION

It is the determination of the Board of Education that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., no contractor shall bid on any project for public works unless the contractor is registered pursuant to the act.

I certify that our company understands that the project of the Board of Education requires that all contractors and subcontractors listed in this proposal possess a valid Contractor Registration Certificate at the time the proposal is received by the Board and furthermore certify that I will provide copies of the valid certificate prior to the award of contract.

Name of Company_____

Authorized Agent_____

*Authorized Signature*_____

REQUEST FOR REFERENCE FORM

List three (3) public agencies (other than Lower Township Board of Education) presently or previously contracted, to whom you provide or have provided, the items and/or services as herein specified. Bidders should provide those references most closely aligned with the type of service/supply requested.

1. Name of Entity _____

Address _____

Contact Name _____

Daytime Telephone _____ Email _____

2. Name of Entity _____

Address _____

Contact Name _____

Daytime Telephone _____ Email _____

3. Name of Entity _____

Address _____

Contact Name _____

Daytime Telephone _____ Email _____

SECTION C

SUMMARY OF WORK

Lower Township Board of Education
Sandman Consolidated School Bollard Installation
IFB#101

- 1.1 IN GENERAL, this project consists of the items of work described below, complete as specified within these Contract Documents entitled, "Sandman Consolidated School 2026 Bollard Installation" prepared by Pennoni Associates Inc., which includes Plans appended to these specifications. The intent of this Contract is the installation of a series of safety bollards in the parking area located along the front façade of the school building, at the Sandman Consolidated School as shown on the contract documents and listed in these specifications.

1.2 DESCRIPTION OF WORK

In general, the work consists of constructing a series of safety bollards in the parking area located along the front façade of the school building.

A. The work for this project consists of but is not limited to the following items:

1. Underground electric, water, communications and gas are located within or near the project work area. Contractor shall be responsible for identifying all potential utilities in the work area via public and private utility locating efforts. The Subsurface Utility Engineering (SUE) survey shall be conducted in accordance with the standards for a Quality Level B effort per the current American Society of Civil Engineers (ASCE) Standard 38 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".
2. Excavation (Unclassified) - consists of excavating a 185-foot trench, 2.5 feet wide by 3 feet deep. Includes saw cutting of existing pavement; excavation; removal and on site stockpiling of parking stops and other items in the excavation area; removal and legal disposal of the existing material; sweeping and removal of all dirt and debris; and other appurtenant work.
3. Construct Cast-in-Place Concrete Bollard Foundation, 2.5' Thick x 2.5' Wide x 185 feet long, with 0.5-foot. Includes the foundation complete including subgrade preparation, synthetic micro fiber, joint compounds, tack coat, sealing of edges, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.
4. Bollard Array Installation in Concrete Foundation, 36 Units. Work shall include all materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.
5. Internal Locking Bollard (Removable) Installation, 3 Units. Work shall include all materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.

STATEMENT OF WORK (Continued)

The above description of work outlines the general items and distribution of work and should not be construed as being all-inclusive.

- B. The project location is at the Sandman Consolidated School.
- C. The Owner is the Lower Township Board of Education. The Owner's representative and engineer shall be determined by the Owner.
- D. The Contractor shall make all necessary provisions to protect the existing overhead and underground wires located within the construction zone of this Contract. All utilities must be maintained and kept operational at all times during construction. The contractor must observe safe clearances from these electrical power lines. The minimum required clearances from overhead electrical power lines can be obtained from the National Electrical Safety Code, US Department of Labor – Occupational Safety and Health Administration and NJ Department of Labor and Industry – Bureau of Engineering and Safety.
- E. The Contractor is responsible to obtain all building and construction permits.
- G. Project construction activities shall commence and be completed between either December 24, 2026 and January 4, 2027, or March 26, 2027 and April 5, 2027 (weather dependent).

1.3 PROJECT CONSTRUCTION REQUIREMENTS

A. General:

- 1. All materials and equipment held in storage by the Contractor shall be protected from the weather, vandalism and/or flooding by suitable waterproof coverings or by placing in storage buildings until ready for installation or until equipment is to be turned over to the Owner. Equipment that is damaged or becomes inoperable shall be rejected and must be restored or replaced at no additional cost to the Owner.
 - a. The Contractor shall effectively protect, at his own expense, his work, materials, and equipment for the duration of the construction period.
 - b. The Contractor shall exercise in the installation of all equipment to avoid damage of any kind.
- 2. The Contractor shall make appropriate arrangements with the utility companies to provide for services necessary to complete the work. The Contractor shall comply with all protection requirements for the existing utilities.
 - a. Prior to construction, the Contractor shall determine in the field the exact location and depth of all affected existing utility lines.

STATEMENT OF WORK (Continued)

3. The Contractor shall be on 24-hour call to repair or replace any defective equipment or material associated with the temporary facilities.
4. The Contractor is advised that if during construction he damages any items not part of the project scope, even though he previously determined that he, it shall be his responsibility to replace those items to their original condition.

1.4 PERMITS AND REGULATIONS

- A. The Contractor shall comply with all permit requirements.
- B. The Contractor's responsibility includes compliance with Federal, State and Local regulations which in any way affect the work or implementation of the project.

1.5 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall not use of the premises for work and for storage.

1.6 MISCELLANEOUS ITEMS

- A. The Contractor shall inform his Subcontractors of the conditions listed in this Summary of the Work, since the Contractor shall be held responsible for the action of this Subcontractors.

1.7 NOTICE TO CONTRACTOR

- A. The Contractor shall assume full responsibility for protection and safekeeping of products stored on site.
- B. The Contractor shall move any stored products which interfere with operations of Owner, or the adjacent property owners.
- C. The Contractor shall obtain and pay for use of additional storage or work areas needed for operations.
- D. Overhead and underground electric power lines exist on or adjacent to the site.

1.8 COORDINATION

- A. In general, work shall be planned and coordinated through the office of the ENGINEER. Utility companies shall be notified directly by the Contractor at least 72 hours in advance of excavation or other work which may conflict with the operation of said utilities. Participating members of the "One Number to Call System" of underground facilities may be contacted at 1-800-272-1000.

STATEMENT OF WORK (Continued)

- B. The contractor shall notify the Lower Township Board of Education and the Board's Engineer at least forty-eight (48) hours in advance of the start of construction and in advance of any closure of the roadway to traffic.
- C. The contractor shall notify the Lower Township Board of Education and Pennoni, in writing, at least seventy-two (72) hours in advance of any disruption to sewer or water service.
- D. Each Contractor shall lay out and install his work at such time or times and in such manner as to facilitate general progress of the project.
- E. Coordinate all work as further described in the General Provisions Section of the Contract Documents.

1.9 PROJECT SCHEDULE

The following schedule shall govern for the bidding of the contract:

DAY	DATE	EVENT
Wednesday	October 21, 2026	Bid packages available via Electronic Delivery (email requests to cyoung@pennoni.com with copy to jmullan@pennoni.com).
Wednesday	October 28, 2026	Pre-Bid Meeting at 10:00 A.M. at the Sandman Consolidated School, located at 838 Seashore Rd, Cape May, NJ 08204. Attendance at the Pre-Bid meeting is not mandatory but strongly recommended.
Friday	October 30, 2026	Deadline for Questions to Pennoni Associates (email questions to cyoung@pennoni.com with copy to jmullan@pennoni.com). 5:00 P.M. deadline.
Monday	November 2, 2026	Addendum Issued to the Plan Holders, if required.
Friday	November 13, 2026	Bids Due at 10:00 AM in the Board Office of The Board of Education of the Township or Lower located at 905 Seashore Road, Cape May, New Jersey 08204.
PROJECT CONSTRUCTION ACTIVITIES SHALL COMMENCE AND BE COMPLETED BETWEEN EITHER DECEMBER 24, 2026 AND JANUARY 4, 2027 OR MARCH 26, 2027 AND APRIL 5, 2027 (WEATHER DEPENDENT)		

END OF SECTION

SECTION D
GENERAL CONDITIONS

INDEX

1. SCOPE OF WORK
2. CHARACTER OF WORK AND MECHANICS
3. SITE INVESTIGATION
4. OPERATIONS AND STORAGE AREAS
5. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK
6. SUBCONTRACTORS
7. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT
8. PROTECTION OF MATERIAL AND WORK
9. PROTECTION OF VEGETATION
10. POSSESSION PRIOR TO COMPLETION
11. SUSPENSION OF WORK
12. CLEANING UP
13. BONDS
14. INSPECTION
15. INSTALLATION, OPERATION AND MAINTENANCE MANUALS

GENERAL CONDITIONS

GENERAL CONDITIONS

1. SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation, including fuel, power, water and performing all work as required in the Statement of Work in the contract, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the ENGINEER from time to time during the prosecution of the work in explanation of said drawings.

2. CHARACTER OF WORK AND MECHANICS

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

3. SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ENGINEER, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The OWNER assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the ENGINEER. The OWNER also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility therefore is assumed by the OWNER representations.

GENERAL CONDITIONS

4. OPERATIONS AND STORAGE AREAS

- a. All operations of the Contractor (including storage of materials) shall be confined to areas approved by the ENGINEER. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon private premises. The Contractor shall be liable for any and all damage caused by him to such private premises. The Contractor shall hold and save the OWNER, ENGINEER and their officers and agents free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.
- b. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the ENGINEER and shall be built with labor and materials furnished by the Contractor without expense to the OWNER. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the ENGINEER, such buildings and/or utilities may be abandoned and need not be removed.
- c. The Contractor shall, under regulations prescribed by the ENGINEER, use only established roadways or construct and use such temporary roadways as may be approved by the ENGINEER. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the Contractor, and any damaged roads, curbs or sidewalks shall be repaired by, or at the expense of, the Contractor.

5. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK

- a. The Contractor shall, within five (5) days after date of Notice to Proceed, prepare and submit to the ENGINEER for approval a practical schedule showing the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing same.
- b. If, in the opinion of the ENGINEER, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress, and the ENGINEER may require him to increase days of work, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.
- c. Failure of the Contractor to comply with the requirements of the ENGINEER under the provision shall be grounds for determination by the ENGINEER that the Contractor is not prosecuting the work with such diligence as will ensure completion

GENERAL CONDITIONS

within the time specified. Upon such determination, the ENGINEER may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays - damage clause of the contract.

6. SUBCONTRACTORS

Within seven (7) days after the award of any subcontract, the Contractor shall deliver to the ENGINEER a statement setting forth the name and address of the subcontractor. If for sufficient reason, at any time during the progress of the work, the ENGINEER and OWNER determine that any subcontractor is undesirable, they will notify the Contractor accordingly and immediate steps will be taken for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the OWNER and/or ENGINEER.

7. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT

- a. Articles, materials and equipment to be incorporated into the work under the contract shall be new and unused unless otherwise specified; and where required to conform to standard specifications of the ENGINEER or other authorities incorporated by reference, will conform to the respective editions, including amendments specified; or where the editions are not specified, will conform to the editions, including amendments in effect on the date of the Invitation for Bids.
- b. Any samples and descriptive data required shall:
 1. Be submitted within the time specified in these specifications, or, if no time be specified, within a reasonable time before use to permit inspection and testing.
 2. Be shipped, prepaid and delivered, as specified in these specifications, or as directed by the ENGINEER.
 3. Be properly marked to show the name of the material, trade name of manufacturer, place of origin, name and location of the project where the material represented by the sample is to be used, and the name of the contractor submitting the sample.
- c. Samples not subject to destructive tests may be retained until the completion of the work, but thereafter will be returned to the Contractor, if he so requests, in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any sample from the same manufacturer whose material failed to pass the tests.

GENERAL CONDITIONS

8. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be OWNER furnished or owned) and all work performed. All reasonable requests of the ENGINEER to enclose or specially protect such property shall be complied with. If, as determined by the ENGINEER, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the OWNER and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

9. PROTECTION OF VEGETATION

- a. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the ENGINEER. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.
- b. Care will be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound. The Contractor will be liable for or may be required to replace or restore at his own expense, all vegetation destroyed or damaged.
- c. Protect existing structures and other property at site or adjacent thereto, including walks, pavements and roadways.
- d. Promptly remedy all damage or loss, at no expense to the Owner.

10. POSSESSION PRIOR TO COMPLETION

The OWNER shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the OWNER delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

11. SUSPENSION OF WORK

The ENGINEER may order the Contractor to suspend all or any part of the work for such period of time as may be determined by them to be necessary or desirable for convenience of the OWNER. Unless such suspension unreasonably delays the progress of the work and

GENERAL CONDITIONS

causes additional expense to the Contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time, causing additional expense not due to the fault or negligence of the Contractor, the ENGINEER shall make an adjustment in the contract price in the amount of the additional proper expense and modify the contract accordingly. An extension of time for the completion of the work in the event of any such suspension will be allowed the Contractor, providing, however, that the suspension was not due to the fault or negligence of the Contractor.

12. CLEANING UP

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish and prior to completion of the work remove the rubbish from the premises. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the ENGINEER.

13. BONDS

- a. Performance, Payment and Maintenance Bonds. The Contractor shall furnish a performance, payment and maintenance bond with good and sufficient surety or sureties acceptable to the OWNER in connection with the performance of the work under this Agreement. The penal sum of such performance and maintenance bonds will be one hundred percent (100%) of the contract price. After completion and acceptance of all work, the maintenance bond shall remain in effect for a two (2) year period as guarantee against latent defects.
- b. Any bonds required hereunder will be dated as of the same date as the contract and will be furnished by the Contractor to the OWNER at the time the contract is executed and must be accompanied by a Power of Attorney Certificate and Financial Statement.

14. INSPECTION

The work is subject to inspection by the ENGINEER or their appointed inspectors to ensure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the ENGINEER, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. As soon as practicable after the completion of the entire work, or any divisible part thereof as may be designated in these specifications, an examination thereof will be made by the ENGINEER at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted, and final payment therefore will be made in accordance with the clause of the contract entitled, "Payments to Contractors."

GENERAL CONDITIONS

15. INSTALLATION, OPERATION AND MAINTENANCE MANUALS

Upon completion of all work the Contractors will furnish six (6) copies of Record Data and Installation, Operation and Maintenance Manuals for all Mechanical and Electrical Equipment. Maintenance Manuals shall include complete wiring diagrams, normal causes of failures and how to remedy them, with complete instructions on maintenance of equipment. Delivery of these manuals will be made to the ENGINEER prior to submittal of semi-final estimate for payment by the Contractor.

GENERAL CONDITIONS

SECTION E
SPECIAL CONDITIONS

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4. STORING OF MATERIALS
5. WATER SUPPLY
6. PRECONSTRUCTION CONFERENCE
7. COMMUNICATIONS
8. MAINTENANCE OF TRAFFIC
9. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. ON-SITE CONDITIONS

Meet following conditions during the progress of contract as specified in the New Jersey Department of Transportation Standard Specifications, as currently amended.

- a. Public Safety and Convenience
- b. Sanitary, Health and Safety Provisions
- c. Final Clean Up
- d. Equipment

2. UTILITIES

Adhere to the Standard Specifications regarding location of and construction around public utilities, including those publicly and privately owned.

Permit owners of utilities, or their agents, access to site work at all times, in order to relocate or protect their facilities. Cooperate and coordinate with utility owners in performing this work.

Notify utility owners not less than ten (10) days in advance of any work that will endanger or affect their facilities.

Separate payment will not be made for protection and preservation of utilities and cooperation and coordination with their owners. Include all such costs in unit price bid for the various items of contract as listed in Proposal.

Any public utility facilities being constructed under this contract shall be subject to inspection by the utility owner during construction, and the utility owner shall be given the opportunity to inspect material to be used in reference to the specifications and plan details applying to such materials.

Comply with requirements of Blasting--Excavating--Restrictions, State of New Jersey--Laws of 1964 Section I, P.L. 1964c 53 (C.2A:170-69.4), as currently amended, which generally requires notification of gas company before any work commences within 200 feet of their services.

Contact the following a minimum of ten (10) days prior to construction:

- 1. "One Number to Call System": (800) 272-1000

The Contractor is advised that the "One Number to Call System" Service noted above does not necessarily include all utilities in the construction area. Some utility companies (for example, New Jersey-American Water Company) may require separate notification.

3. RESPONSIBILITIES REGARDING EXISTING UTILITIES, PIPES AND STRUCTURES

Existence and location of utilities, pipes and structures shall be investigated and verified in field by Contractor before starting work, in accordance with the provisions of this Specification.

Contractor shall be held responsible for any damages to and for protection of all existing utilities and structures.

4. STORING OF MATERIALS

All materials required in the work may be stored on site subject to approval by the ENGINEER. All such materials, tools, and machinery stored upon the site shall be provided with approved warning lights or other devices to protect pedestrian and vehicular traffic.

5. WATER SUPPLY

Provide all water for construction purposes, including expense of having water conveyed about the work, in prices stipulated for various items of the work under this contract. The source, quality and quantity of water furnished shall at all times be satisfactory to ENGINEER.

Existing water supply lines may be connected for construction water providing a meter is installed at Contractor's expense and water paid for by Contractor.

6. PRECONSTRUCTION CONFERENCE

A Preconstruction Conference will be held at the office of the ENGINEER or at the construction site, at the discretion of the ENGINEER. The ENGINEER will notify the Contractor of date and time.

7. COMMUNICATIONS

Forward all communications to OWNER through ENGINEER.

8. MAINTENANCE OF TRAFFIC

Provide for maintenance and protection of traffic as specified in the Standard Specifications.

Place and maintain a minimum of three (3) specified lights at such locations as are necessary to call attention of oncoming traffic to the existence of a danger area. Space warning lights maximum of 100 feet to define edge of usable pavement through construction areas.

Before beginning work on any phase of the project, furnish and install all specified construction signs, barricades, wood traffic guides, lights and other devices necessary to protect the public during construction.

Erect and maintain signs in substantial manner and maintain to provide maximum visibility and legibility at all times. Erect and maintain traffic control devices in accordance with Manual on Uniform Traffic Control Devices, current edition.

Establish, repair, replace and relocate signs, lights, warning and protective services as required.

Employ competent, trained and uniformed traffic directors at every point where equipment is working immediately adjacent to or is entering, leaving or crossing active traffic lanes. Employ traffic directors continuously for full time such conditions exist as necessary.

Do not permit equipment or machinery having Caterpillar or other heavy treads that mar or damage pavements to move over or to operate from newly constructed or existing pavement unless such equipment or machinery is moved on suitable pontoons or trailers.

Repair any damage to newly constructed or existing pavements as approved by ENGINEER, at Contractor's expense, or repair will be made by others and cost of such repairs will be charged against Contractor.

Any restriction or diversion of traffic at any time shall be subject to approval of the Local Police Department and the Board of Education. In accordance with the Laws of 1983, c.84, the Contractor shall give seventy-two (72) hours notice (by the erection and maintenance of signs near the affected area) whenever a Township road must be closed to vehicular traffic for a period of forty-eight (48) hours or more. In case of emergency, "every effort shall be made to notify the public as soon as possible of the closing." Notify Municipal Police and Fire Departments at least twenty-four (24) hours prior to closing any roadway to traffic.

Submit within ten (10) days after Notice to Proceed, a plan of methods, facilities and devices for maintenance and protection of highway traffic.

Do not occupy with equipment, materials or personnel any roadway or sidewalk areas within or adjacent to the project that is open to traffic except as necessary during actual working hours.

Provide means of access for pedestrian and vehicular traffic at all private driveways and occupied buildings affected by the work of this contract. During construction in the vicinity of driveways, access width at driveway entrance shall be plainly marked by lights, and other devices as necessary. Notify owners of adjoining properties at least twenty-four (24) hours prior to beginning any work which will interfere with their passage.

9. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents as defined in the General Provisions are complementary, and what is called for by any one shall be as binding as if called for by all.

END OF SECTION

SECTION G
GENERAL SPECIFICATIONS

INDEX

<u>SECTION NO.</u>	<u>TITLE</u>
01050	Construction Layout
01060	Regulatory Requirements and Applicable Standards
01150	Measurements and Payments
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01310	Construction Schedules
01340	Shop Drawings, Product Data and Samples
01380	Pre Construction Video
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01710	Cleaning and Restorations

SECTION 01050

CONSTRUCTION LAYOUT

1.1 GENERAL

- A. Construction Layout consists of establishing the line, grade, and location for work to be performed under this contract.
- B. Existing basic horizontal and vertical control points for the project are those designated on the drawings.

1.2 QUALIFICATIONS

New Jersey Licensed Land Surveyor shall be employed by Contractor to perform all Construction Layout.

1.3 OWNER'S ENGINEER/SURVEYOR RESPONSIBILITIES

- A. Provide location and elevation of basic vertical control points for use by Contractor's Surveyor for performing Construction Layout.
- B. Provide basic horizontal control points for use by Contractor's Surveyor for performing Construction Layout.

1.4 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

- A. Establish lines and levels, locate and layout, by instrumentation and similar appropriate means, all work under this contract.
- B. Check all established lines and levels, locations and layout for all work under this contract both before and during construction.
- C. Present copies of cut sheets prepared during course of work to the ENGINEER's representative on the job for his use in inspection of the work.
- D. Locate and protect control points provided by the ENGINEER prior to starting work and preserve all permanent control points during construction.
 - 1. Make no changes or relocations without prior written notice to ENGINEER, and the ENGINEER's approval.
 - 2. Report to ENGINEER when any control point is lost or disturbed.
 - 3. Points lost, damaged, displaced or removed through fault of the Contractor

CONSTRUCTION LAYOUT

which are still required for completion of work, as determined by ENGINEER, shall be replaced by Contractor's Surveyor at no additional cost to OWNER.

1.5 SUBMITTALS

- A. Submit name and address of Surveyor to ENGINEER.
- B. On request of ENGINEER, submit documentation to verify accuracy of Construction Layout.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

1.6 PAYMENT

No separate cost shall be allowed for Construction Layout. All costs incurred by Contractor for Construction Layout shall be reflected in the overall contract price.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS AND APPLICABLE STANDARDS

1.1 DESCRIPTION

A. Work included:

1. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
2. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
3. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the ENGINEER, to deliver to the ENGINEER all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the ENGINEER, and generally will be required to be copies of a certified report of test conducted by a testing agency approved for that purpose by the ENGINEER.

B. Related work described elsewhere: Specific naming of codes or standards occurs on the drawings and in other section of these Specifications.

1.2 QUALITY ASSURANCE

- A. Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.
- B. Rejection of non-complying items: The ENGINEER reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The ENGINEER further reserves the right, and without prejudice to other recourse the ENGINEER may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the ENGINEER and to the OWNER.
- C. Applicable standards listed in these specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

Regulatory Requirements
and Applicable Standards

1. AASHTO = American Association of State Highway and Transportation Officials
341 National Press Building
Washington, D.C. 20004
2. ACI = American Concrete Institute
Box 19150, Redford Station
Detroit, Michigan 48129
3. ANSI = American National Standards Institute
(successor to USASI and ASI)
1430 Broadway
New York, NY 10018
4. ASTM = American Society for Testing & Materials
1916 Race Street
Philadelphia, PA 19103
5. AWWA = American Water Works Association, Inc.
6666 West Quincy Avenue
Denver, Colorado 80235
6. NEC = National Electrical Code (See NFPA)
7. NEMA = National Electrical Manufacturers Association
155 East 44th Street
New York, NY 10017
8. UL = Underwriters' Laboratories, Inc.
207 East Ohio Street
Chicago, Il 60611
9. NSPC = National Standard Plumbing Code
1016 20th St., N.W.
Washington, D.C. 20036
10. NFPA = National Fire Protection Association
60 Batterymarch Street
Boston, MA 02110
11. BOCA = The BOCA Basic Building Code
Building Officials & Code Administrators
International, Inc.
17926 S. Halstead Street
Homewood, Il 60430

12. NJDOT = Standard Specifications for Road and
Bridge Construction
New Jersey Department of Transportation
Trenton, NJ 08625

END OF SECTION

SECTION 01150

MEASUREMENTS AND PAYMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated for the amount of materials furnished and Work performed under authorization of Owner, or his authorized representatives, and in accordance with their measurements. Contractor shall not be entitled to receive additional compensation for any Work or materials except as shall be authorized by written order of the Owner.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections, if any, are intended to complement the criteria of this section.
- B. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 MEASUREMENT AND QUANTITIES

- A. Stipulated Lump Sum or Unit Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.4 PAYMENT

- A. Payment includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services and all incidental work; erection, application or installation of any item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- C. Work items shall include all other items incidental thereto in accordance with the Plans and Specifications
- D. All excavation shall be unclassified.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products placed beyond the lines and levels of the required Work.
 - 4. Products remaining on hand after completion of the Work.
 - 5. Loading, hauling, and disposing of rejected Products.

1.7 WORK ITEMS

- A. The following items, classifying the various kinds of Work, refer to respective items bid in the "Proposal".

Item 1: Utility Location – Underground electric, water and gas are located in close proximity to the project work area. Contractor shall be responsible for identifying all potential utilities in the work area via public and private utility locating efforts. The Subsurface Utility Engineering (SUE) survey shall be conducted in accordance with the standards for a Quality Level B effort per the current American Society of Civil Engineers (ASCE) Standard 38 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”.

Contractor required to hand dig within two (2) feet either side of marked utilities within the project work area.

Payment for this item will be made at the lump sum price designated in "Form of Proposal". Payment will include all materials, labor, supervision, equipment and all other items incidental thereto.

Item 2: Excavation (Unclassified) - Payment for this item will be made at the unit price bid per square yard designated in "Form of Proposal". Payment will be made for the actual number of cubic yards excavated. Cubic Yard price bid shall include saw cutting of existing pavement; excavation; removal and on site stockpiling of parking stops and other items in the excavation area; removal and legal disposal of the existing material; sweeping and removal of all dirt and debris; saw cutting of any concrete overpour; grading; adjustment of existing utilities including valve boxes, etc.; proof rolling; protection of all adjacent

structures including curb, sidewalk, lights and signs; maintenance and protection of traffic; dust control and all other appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto.

Item 3: Cast-in-Place Concrete Bollard Foundation, 2.5' Thick x 2.5' Wide x 185' Long, 0.5' DGA Subbase - Payment for this item will be made for the quantity of foundation accepted and complete in place at the per square yard price bid in the "Form of Proposal". Price shall include the costs of the foundation complete including subgrade preparation, synthetic micro fiber, joint compounds, tack coat, sealing of edges, all restorations, and materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work. Work shall be performed as depicted on the Contract Plans and specified in Specifications (Section 033000).

Item 4: Bollard Array Installation in Concrete Foundation, 36 Units - Payment for this item will be made for the quantity of bollards accepted and complete in place at the per unit price bid in the "Form of Proposal". Price shall include bollard layout and installation in accordance with the Plans and Specifications (Section 055010, et al). Work shall include all materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.

Item 5: Internal Locking Bollard (Removable) Installation, 3 Units - Payment for this item will be made for the quantity of bollards accepted and complete in place at the per unit price bid in the "Form of Proposal". Price shall include bollard layout and installation in accordance with the Plans and Specifications (Section 055010, et al). Work shall include all materials, labor, equipment, supervision, tools and all other incidentals necessary to complete the work.

PROJECT CONSTRUCTION ACTIVITIES SHALL COMMENCE AND BE COMPLETED BETWEEN EITHER DECEMBER 24, 2026 AND JANUARY 4, 2027, OR MARCH 26, 2027 AND APRIL 5, 2027 (WEATHER DEPENDENT).

- B. Take all measurements and compute quantities. The ENGINEER will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. Actual quantities provided will determine payment.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

MEASUREMENT AND PAYMENT

- E. Payment for work which is not specifically covered by a pay item in the Contract but is required to complete work in an item for which payment is to be made, will be considered to be included in the price bid for that pay item in the Contract. The cost of work which is not specifically covered by a pay item and is not directly related to any of the pay items in the Contract will be considered to be included in the prices bid for the various pay items scheduled in the Contract.
- F. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01210

PROJECT MEETINGS

1.1 DESCRIPTION

- A. Contractor shall attend preconstruction meeting, periodic progress meetings, and special meetings called throughout the progress of the work.
- B. Representatives of Contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. ENGINEER may attend meetings to ascertain that work is expedited consistent with Contract Documents and the construction schedules.

1.2 PRECONSTRUCTION MEETING

- A. Will be scheduled by the ENGINEER within fifteen (15) days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties.
- C. Attendance:
 - 1. OWNER'S Representative
 - 2. ENGINEER and his professional consultants
 - 3. Resident Project Representative
 - 4. Contractor's Superintendent
 - 5. Major Subcontractors
 - 6. Major Suppliers
 - 7. Other as appropriate.

PROJECT MEETINGS

D. Suggested agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected construction schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project coordination.
5. Procedures and processing of:
 - a. Field decisions
 - b. Proposal requests
 - c. Submittals
 - d. Change orders
 - e. Applications for payment, including vouchers and current cost estimates.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
 - a. Office, work and storage areas
 - b. OWNER'S requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Safety and first-aid procedures.

12. Security procedures.
13. Housekeeping procedures.

1.3 PROGRESS MEETINGS

- A. Will be scheduled on a regular periodic basis, as required, by the ENGINEER.
- B. Additional meetings will be held as required by progress of the work.
- C. Location of the meetings: The project field office of the Contractor.
- D. Attendance:
 1. ENGINEER, and his professional consultants as needed.
 2. Subcontractors as appropriate to the agenda.
 3. Suppliers as appropriate to the agenda.
 4. Others.
- E. Suggested agenda:
 1. Review, approval of minutes of previous meetings.
 2. Review of work progress since previous meeting.
 3. Field observations, problems, conflicts, recommendations.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain projected schedule.
 7. Revisions to Construction Schedule.
 8. Plan progress, schedule, during succeeding work period.
 9. Coordination of schedules.
 10. Review submittal schedules, expedite as required.
 11. Maintenance of quality standards.
 12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.

PROJECT MEETINGS

- b. Effect on other contracts of the Project.

END OF SECTION

PROJECT MEETINGS

SECTION 01310

CONSTRUCTION SCHEDULES

1.1 GENERAL

- A. Promptly after award of the contract, the Contractor shall prepare and submit to the ENGINEER estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.
- C. Related requirements in other parts of the Contract Documents:
See the General Conditions.

1.2 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify the first workday of each week.
 - 3. Scale and spacing: To allow space for notation and future revisions.
 - 4. Minimum sheet size: 18-inch by 24-inch.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By major specification section numbers.

1.3 CONTENT OF SCHEDULES

- A. Construction progress schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
- B. Provide sub-schedules to define critical portions of prime schedules.

CONSTRUCTION SCHEDULES

1.4 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.

1.5 SUBMISSIONS

- A. Submit initial schedules within five (5) days after Notice to Proceed.
 - 1. ENGINEER will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit one (1) reproducible transparency and one (1) opaque reproduction.

1.6 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projection shown in the schedules.

END OF SECTION

CONSTRUCTION SCHEDULES

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.1 GENERAL

- A. Submit to ENGINEER shop drawings, product data and samples required by the Specifications sections.
- B. Related Requirements in other parts of the Contract Documents:

Quality of Articles, Materials and Equipment: General Conditions.
- C. Schedule submission for shop drawings, product data and samples at least fourteen (14) working days before dates reviewed submittals will be needed.

1.2 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details.
- B. Present drawings in a clear and thorough manner:

Details shall be identified by reference to sheet and detail or schedule numbers shown on Contract Drawings.
- C. Minimum sheet size: 8.5-inches by 11-inches.

1.3 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimension and clearances required.
 - 4. Show wiring or piping diagrams and controls.

SHOP DRAWINGS

- B. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information not applicable to the work.
 - 2. Supplement standard information to provide information specifically applicable to the work.
- C. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data:
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.

1.4 SAMPLES

- A. Office samples: Of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material with integrally related parts and attachment devices.
 - 2. Full range of color, texture, and pattern.
 - 3. After review, samples will be retained by ENGINEER. Upon completion of the work, Contractor may submit written request for return of samples.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work and of the Contract Documents.

SHOP DRAWINGS

- D. Contractor's responsibility for errors and omissions in submittals is not relieved by ENGINEER's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER'S review of submittals, unless ENGINEER gives written acceptance of specific deviations.
- F. Notify ENGINEER, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no fabrication or work which requires submittals until return of submittals with ENGINEER'S stamp and initials or signature indicating review and approval.

1.6 SUBMISSION REQUIREMENTS

- A. Make submittals so as to cause no delay in the work or in the work of any other Contractor.
- B. Number of submittals required:

Shop drawings: Digitally submit all complete and detail drawings to the ENGINEER for approval.
- C. Accompany submittals with transmittal letter, in duplicate containing:
 - 1. Date of submission and dates of any previous submissions.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of each shop drawing, product data and sample submitted.
 - 5. Notification of deviations from Contract Documents.
 - 6. Other pertinent data.
- D. Submittals shall include:
 - 1. Date and revision date.
 - 2. Project title and number.
 - 3. The names of:

SHOP DRAWINGS

- a. ENGINEER.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - f. Separate details when pertinent.
- 4. Identification of product or materials.
 - 5. Field dimensions clearly identified as such.
 - 6. Specification section number.
 - 7. Relation to adjacent or critical features of the work or materials.
 - 8. Applicable standards, such as ASTM or Federal Specification numbers.
 - 9. Identification of deviations from Contract Documents.
 - 10. Identification of revisions on resubmittals.
 - 11. An 8-inch by 3-inch blank space for Contractor and ENGINEER stamps.
 - 12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

1.7 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the ENGINEER and resubmit until approved.
- B. Shop drawings and product data:
 - 1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 - 2. Indicate any changes which have been made other than those requested by the ENGINEER.

SHOP DRAWINGS

- C. Samples: Submit new samples as required for initial submittals.

1.8 DISTRIBUTION

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the ENGINEER stamp of approval to:
 - 1. Subcontractors.
 - 2. Supplier.
 - 3. Contractor's file.

1.9 ENGINEER DUTIES

- A. Review submittals with reasonable promptness.
- B. Review for:
 - 1. Design concept of project.
 - 2. Information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying to review of submittal.
- E. Return submittals to Contractor for distribution or resubmission.

END OF SECTION

SHOP DRAWINGS

SECTION 01380

PRECONSTRUCTION VIDEO

1.1 DESCRIPTION

- A. Employ a competent photographer to take a preconstruction video of the project site and adjacent areas prior to construction but following completion of the utility markouts.

1.2 MATERIALS

Video tapes:

- 1. DVD format.
- 2. Identification:
 - a. Date and time of video.
 - b. Name & address of photographer.

1.3 METHODS OF WORK

- A. Photography required:
 - 1. Provide two (2) copies of a DVD that depict existing conditions prior to construction but following the completion of the utility markouts.
 - 2. Provide photographs weekly and at the end of the project after restoration.
 - 3. Provide two (2) copies of the DVD within fourteen (14) calendar days after it is taken.
 - 4. Views required:
 - a. Detailed coverage of existing conditions.
 - b. DVD shall particularly address driveways, mailboxes, trees, shrubs, landscaping, existing pavement conditions, and existing structures including curbs, sidewalks, inlets, headwalls, manholes, utility poles, signs.

PRECONSTRUCTION VIDEO

- c. Close-ups of any structures or features within the Project Area and to a point not less than 20-feet beyond the Project Area.

B. Technique:

- 1. Factual presentation. Provide continuous narrative of view including direction, location and description of viewing area.
- 2. Correct exposure and focus:
 - a. High resolution and sharpness.
 - b. Maximum depth of field.
 - c. Minimum distortion.

C. Delivery:

Deliver two (2) copies of the DVD to the ENGINEER.

1.4 PAYMENT

- A. Include all costs for video tape in the overall contract price.
- B. Parties requiring additional video tapes will pay photographer directly.

END OF SECTION

SECTION 01510

ENVIRONMENTAL PROTECTION

1.1 GENERAL

The work covered by this Section consists of furnishing all labor, materials, and equipment, and performing of all work required for the prevention of environmental pollution during, and as the result of, construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, or affect other species of importance to man. The control of environmental pollution requires consideration of air, water and land.

1.2 APPLICABLE REGULATIONS

The Contractor and his subcontractors, in the performance of this Contract, shall comply with all applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, including, but not limited to the conditions set forth in the Stream Encroachment Permit, Wetlands Permit and Soil Erosion Control Permit, as applicable, as well as the specific requirements stated elsewhere in this Specification.

1.3 NOTIFICATION

The ENGINEER will notify the Contractor of any noncompliance with the foregoing provisions and the corrective action to be taken. The Contractor shall, after receipt of such notice, take corrective action immediately. If the Contractor fails or refuses to comply promptly, the ENGINEER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.4 SUBCONTRACTORS

Compliance with the provisions of this Section by Subcontractors will be the responsibility of the Contractor.

1.5 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute streams, lakes, or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes, or other harmful materials. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

ENVIRONMENTAL PROTECTION

1.6 EROSION AND SEDIMENTATION CONTROL

When required by the local Soil Conservation District, documents for Soil Erosion and Sediment Control shall be included with the plans for this project. Preparation of these documents for review and approval by the Soils Conservation office shall be the responsibility of the Owner's Engineer. The Contractor shall comply with the requirements of the Soil Erosion and Sediment Control Plan, which shall include but not be limited to the following:

1. All erosion and sediment control measures are to be installed prior to or as the first step in excavation.
2. Runoff from all temporary earth berms, diversions and sediment dams shall be contained. Straw or hay mulch is recommended. The same applies to all soil stockpiles.
3. All erosion and sedimentation measures shall be maintained and/or modified as approved by the ENGINEER during construction to fulfill the intent of this Specification.
4. All engineering sediment control measures are to remain in place until permission of their removal has been obtained from the ENGINEER.

1.7 DUST CONTROL

The Contractor shall maintain all work areas free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, or similar methods, will be permitted to control dust. Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

1.8 PROTECTION OF LAND RESOURCES

It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion of construction that will not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the Plans and Specifications or to be cleared for other operations.

1.9 PAYMENT

Unless otherwise indicated in the Proposal Section of these Specifications, costs incurred by the Contractor for items of ENVIRONMENTAL PROTECTION shall be reflected in the overall contract price.

END OF SECTION

ENVIRONMENTAL PROTECTION

SECTION 01530

BARRIERS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

Comply with Federal, State and local codes and regulations.

PART 2 PRODUCTS

2.1 MATERIALS

General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.2 BARRIERS

Materials to Contractor's option, as appropriate to serve the required purpose.

PART 3 EXECUTION

3.1 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.2 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at the site which are designated to remain, and those adjacent to the Project Area.
- B. Consult with ENGINEER and remove agreed-on roots and branches which interfere with construction.

BARRIERS

Employ qualified tree surgeon to remove, and to treat cuts.

- C. Provide temporary barriers around each, or around each group of trees and plants.
- D. Protect root zones of trees and plants:
 - 1. Do not allow vehicular traffic or parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees, and plants designated to remain which are damaged or destroyed due to construction operations.

3.4 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by ENGINEER.
- B. Clean and repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes, and clean the area.

PART 4 PAYMENT

4.01 PAYMENT

All costs for this item shall be included in the prices bid for various items scheduled in the Proposal.

END OF SECTION

BARRIERS

SECTION 01545

PROTECTION OF EXISTING PUBLIC UTILITIES

1.1 SECTION INCLUDES

- A. Definitions
- B. Diligent Inquiry
- C. Notification
- D. Avoid Damage and Protect Utilities
- E. Notification of Damage and Costs
- F. Contractor Convenience

1.2 APPROXIMATE LOCATION OF UTILITIES

- A. The contractor will note that the horizontal and vertical location of all underground utilities shown on the contract drawings is approximate only and no guarantee is herein implied that all existing underground utilities or services are shown thereon.

1.3 DEFINITIONS

- A. The terms public utility or public utilities used in this article shall be construed to include those publicly and privately owned.

1.4 DILIGENT INQUIRY

- A. Within the site of the Project there may be public utility structures, and notwithstanding any other clause or clauses of this Contract, the Contractor shall not proceed with his work until he has made diligent inquiry of the offices of the Engineer, the utility companies and municipal authorities or other utilities to determine their exact location.
- B. Contractor shall engage a private utility locating firm to supplement public markout efforts. The private utility locating firm shall have the proper qualifications and experience to perform such work.

1.5 NOTIFICATION

- A. The Contractor shall notify the Garden State Utility Location Service "one-call" system (1-800-272-1000) at least three (3) days prior to construction for mark out of all public utilities. Contractor shall supply Engineer with the one-call system certification number.
- B. The Contractor shall notify, in writing, the utility companies and municipalities or other utilities involved of the nature and scope of the Project and of his operations that may affect their facilities or property. Two copies of such notices shall be sent to the Engineer.

1.6 AVOID DAMAGE AND PROTECT UTILITIES

- A. The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility structures so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. He shall not move, without the utilities written consent, any public utility structures, and at the completion of the work their condition shall be as safe and permanent as before.

1.7 NOTIFICATION OF DAMAGE AND COSTS

- A. When public utility structures, facilities or equipment are damaged by the Contractor, he shall notify the utilities, who may cause the damage to be repaired at the Contractor's expense.
- B. If the cost thereof be not paid by the Contractor within 30 days after repairs have been completed, the Owner, as defined in this Contract, may retain an amount sufficient to cover the cost from any monies due or that may become due to the Contractor under this contract. House service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

1.8 CONTRACTOR CONVENIENCE

- A. When the removal, relocation or replacement of public utility structures or facilities is not deemed essential by the Engineer for carrying out the Project as planned, but is performed for the Contractor's convenience, the cost of such work shall be included in the prices bid for the various items scheduled in the Proposal. When such removal, relocation or replacement is deemed essential by the Engineer for carrying out the work of the Project as planned, the cost shall be borne by the Owner or the owner utility.

END OF SECTION

SECTION 01640

SUBSTITUTIONS

1.1 GENERAL

Related requirements specified elsewhere:

1. Substitutions during bidding: Instructions to Bidders.
2. Shop Drawings, Product Data and Samples: Section 01340

1.2 SUBSTITUTIONS

- A. Within fifteen (15) days after Notice to Proceed ENGINEER will consider formal requests from Contractor for products in place of those specified.
- B. Include in request as applicable:
 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer literature:
 - (1) Product description
 - (2) Performance and test data
 - (3) Reference standards
 - c. Samples, if appropriate.
 - d. Name and address of similar projects on which product was used, and date of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.

SUBSTITUTIONS

5. Accurate cost data on proposed substitutions for product or method specified.
 6. Relation to separate contracts.
- C. In making requests for substitution, Bidder represents:
1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitution into work making such changes as may be required for work to be completed in all respects.
 4. He waives all claims for additional costs related to substitutions which consequently become apparent.
 5. Cost data is complete and includes all related costs under this contract.
- D. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings of product data submittals without formal request submitted in accordance with Paragraph 1. 2.
 2. Acceptance will require substantial revision of Contract Documents.

END OF SECTION

SUBSTITUTIONS

SECTION 01700
CONTRACT CLOSEOUT

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit the following documents:
 - 1. Application for Final Payment.
 - 2. Form of Contractor's Certificate.
 - 3. Statement of Surety Company (form at the end of this section).
 - 4. Project Record Documents.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract Drawings.
- F. Delete Engineer title block from all documents.
- G. Submit documents to Engineer with claim for final Application for Payment.

END OF SECTION

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT dated _____

between the Lower Township Board of Education _____

(Owner)

and _____

(Contractor)

the _____

(Surety)

_____, SURETY on the Labor and Material Payment BOND of _____

(Contractor)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims, for labor and materials have been satisfactorily settled, hereby approved by the final payment of the said

_____, CONTRACTOR

and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve surety of any of its obligations to Lower Township Board of Education _____

(Owner)

as set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this _____ day of _____, _____.

ATTEST:

(SEAL) _____

BY: _____

(President)

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

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SECTION 01710

CLEANING AND RESTORATIONS

1.1 DESCRIPTION

- A. Related work specified elsewhere:
 - 1. General requirements for cleaning and restorations: See the General Conditions.
 - 2. Cleaning for specific products or work: Specification Section for that work.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. During the course of the work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. Restore or replace, when and as directed by the ENGINEER, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the ENGINEER. These restorations shall include areas used by the Contractor for temporary storage of materials and for equipment.

1.2 MATERIALS

- A. For restorations, use the following materials. All materials shall comply with the following Sections of the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as currently amended:
 - 1. Grass restorations: All grass restoration materials shall conform to the specification sections entitled, "Topsoiling", and "Sodding".
 - 2. Pavement restorations: All paving materials shall conform to the specification section entitled, "Hot-Mix Asphalt Paving".

3. Restoration of curbs and other concrete structures:
 - a. Concrete:
 1. Shall conform to Sections 405.02 and 501.02.
 2. Compressive Strength: 4,000 psi at 28 days.
 3. Air entrained.
 - b. Joint fillers: Section 908.01, bituminous cellular type.
 - c. Curing compound: Section 905.03, white-pigmented liquid.
4. All other materials: As approved by the ENGINEER or authorities having jurisdiction.

1.3 METHODS OF CONDUCTING WORK - CLEANING

- A. Requirements of regulatory agencies: Dispose of all solid waste materials (including concrete, blacktop, trees, stumps, unacceptable backfill material including heavy clay soils, organic materials, silts, rock) in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills, or in temporary landfill sites approved by OSWA.
- B. Safety requirements:
 - 1 Hazards control:
 - a) Store volatile waste in covered metal containers and remove from premises daily.
 - b) Prevent accumulation of waste which create a hazardous condition.
 - c) Provide adequate ventilation during use of volatile or noxious substances.
 2. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
 - a) Do not burn or bury rubbish and waste materials on project site.
 - b) Do not dispose of volatile waste such as mineral spirits, oil or paint thinner in storm or sanitary drains.

CLEANING & RESTORATION

c) Do not dispose of waste into streams or waterways.

C. Cleaning during construction:

1. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

D. Dust control:

1. The Contractor shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The Contractor shall control dust using calcium chloride, water or other materials approved by the ENGINEER. If calcium is used, the rate of application shall be approximately 1.5 pounds per square yard. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items in the Contract.

The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

E. Final cleaning:

1. Employ skilled workmen for final cleaning.
2. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
3. Prior to final acceptance, Contractor shall conduct an inspection of all work areas to verify that the entire work is clean.

1.4 METHODS OF CONDUCTING WORK - RESTORATIONS

- A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this Contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Sections of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction current edition.

CLEANING & RESTORATION

- B. Grass restorations: All grass restorations shall comply with the Specifications sections entitled, "Topsoiling", "Fertilizing and Seeding", and "Mulching".
- C. Pavement restorations: All pavement restorations shall conform to the specification section entitled, "Hot-Mix Asphalt".
- D. Restorations of curbs and other concrete structures:
 - 1. Curbs: Section 605.
 - 2. Other concrete structures: Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the ENGINEER or authorities having jurisdiction.

1.5 QUANTITY AND PAYMENT

All costs for CLEANING AND RESTORATIONS shall be included in prices bid for various items scheduled in the Proposal.

END OF SECTION

CLEANING & RESTORATION

SECTION H
TECHNICAL SPECIFICATIONS
INDEX

<u>SECTION</u>	<u>TITLE</u>
02314	Excavation (Unclassified)
02325	Trench Excavation, Backfilling, and Compacting
02721	Dense Graded Aggregate
02722	Hot-Mix Asphalt Paving
02910	Temporary Soil Erosion and Sediment Control Measures
03300	Cast-In-Place Concrete
05501	Metal Fabrications

SECTION 02314

EXCAVATION (UNCLASSIFIED)

1.1 DESCRIPTION

The excavation and removal of all earth, rock, brick, stone, concrete, small structures, existing pavements, and all other materials encountered, required for the construction of bollards; the transportation of the excavated material; all grading, compacting and subgrade preparation, topsoiling, fertilizing, seeding, and mulching; the disposal of unsuitable and surplus materials; and all other work as specified in this section.

1.2 MATERIALS

No materials are involved.

1.3 CONSTRUCTION

A. Reference Standards used in this Specification section.

New Jersey Department of Transportation Standard Specifications:

1. Section 202: Roadway Excavation
2. Section 203: Embankment
3. Section 301: Subgrade

B. Protection:

1. Protect trees, shrubs, lawns and other features remaining as part of final landscaping.
2. Protect curbs, inlets, manholes, utility poles, and all other existing structures to remain.
3. Refer to paragraphs of General Conditions and Supplementary Conditions regarding protection of vegetation and structures.
4. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
5. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
6. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

C. Preparation:

1. Field measurements:
 - a. Layout work limits. Coordinate this work with the ENGINEER.
 - b. Set grade stakes.
2. Prior to commencement of work, establish location and extent of all utilities in the work areas. Maintain and protect as required existing utilities which pass through the work area.
3. Prior to excavating, cut existing pavement vertically with sharp tool on a straight line at the limit excavation shown on Plans. Maintain cut straight and neat or recut and dress as directed by the ENGINEER.

D. Grading:

1. Grade project site to required levels, profiles, contours, and elevations, ready for finish grading and paving.
2. Methods of construction for excavation and grading shall conform to Sections 202, 203 and 301 of the Standard Specifications.
3. Grades shall be uniform levels or slopes between points where elevations are given or between such points and existing finished grades. Abrupt change in slopes shall be rounded.
4. Use all means necessary to prevent dust being a nuisance to the public.
5. Soil shall not be worked, or fill placed, during freezing weather, when frozen, or unstable due to excessive moisture.
6. Unstable or unsuitable material encountered at the prescribed bottom limits of roadway excavation shall be removed within limits as directed by the ENGINEER.
7. Compaction:

Compacted material shall be free of stumps, brush, weeds, roots, and other material that may decay.
8. Compact subgrade in all paved areas as specified in Section 301.03.01 of NJDOT's Standard Specifications.
9. Properly dispose of surplus or unsuitable excavated materials.

END OF SECTION

SECTION 02325

TRENCH EXCAVATION, BACKFILLING AND COMPACTING

1.1 DESCRIPTION

A. Description of Work:

Trench excavation, backfilling and compacting includes but is not limited to:

1. Excavation for trenches and trench backfilling.
2. Placement and stabilization of trench soils.
3. Rough and finish grading of the work area.
4. Furnishing and installing trench stabilization material, select backfill material and low strength concrete fill.
5. Dewatering as required by site conditions.

B. Definitions:

1. Trench excavation: Removal and disposal of all material encountered when establishing required grade elevations, including pavements, concrete slabs and other obstruction.
2. Unauthorized excavation: Removal of materials beyond specified subgrade elevations without approval of the ENGINEER.

1.2 MATERIALS

A. Trench backfill material from on-site excavation:

All on-site backfill materials shall be subject to the approval of the ENGINEER, and to the following requirements.

1. Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay.
2. Backfill to a height of two feet (2') above the top of pipes, culverts and other structures with material free from stones or rock fragments larger than two inches (2") in greatest dimension.
3. Free of large rocks or lumps that, in the opinion of the ENGINEER, may create voids or prevent proper compaction.

B. Select backfill material: Select backfill material shall be as designated on the Plans.

- C. Stone for trench stabilization and bedding: Trench stabilization material for bedding under pipes and structures shall be broken stone conforming to Section 901.04 of the Standard Specifications, and meeting the gradation specified in Table 901-1. Size shall be as shown on the Plans.
- D. Other materials: All other materials, not specifically described but required for a complete and proper installation shall be as selected by the Contractor and approved by the ENGINEER.

1.3 METHODS OF CONSTRUCTION

A. Requirements of Regulatory Agencies:

- 1. All excavations shall be in compliance with Federal Occupational Safety and Health Act, Sections 1926.650 through 1926.653 and Rules and Regulations of the State of New Jersey Department of Labor and Industry, Bureau of Engineering and Safety, N.J.A.C. 12:180.
- 2. Excavation work shall be in compliance with applicable requirements of other governing authorities having jurisdiction.

B. Reference Standards included in this Specification Section:

- 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2001 (Standard Specifications), as currently amended.
 - a. Section 901.03: Coarse Aggregate
 - b. Section 901.04: Broken Stone
 - c. Section 901.09: Soil Aggregate
- 2. American Society for Testing and Materials (ASTM):
 - a. D-1556-64 (Reapproved 1974): Density of Soil in Place by the Sand-Cone Method.
 - b. D-1557-78: Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb. Rammer and 18-inch Drop.
 - c. D-2049-69: Relative Density of Cohesionless Soils.
 - d. D-2992-78: Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

C. Submittals:

1. Test reports:

When directed by the ENGINEER, submit test reports on all select backfill material in accordance with the standards.

2. Submit test reports as approved by the Engineer.

D. Job conditions:

1. Existing utilities: Should uncharted, or incorrectly charted piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Cooperate with the OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of Utility Owner.

2. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided.

E. Use of explosives: The use of explosives is not permitted unless approved by the ENGINEER.

F. Protection of persons and property:

1. Barricade open excavations occurring as part of this work and post with warning lights as required to protect persons on site. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect trees, shrubs, lawns and other features remaining as part of final landscaping.

3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by earthwork operations.

4. Refer to paragraphs of General Conditions regarding protection of vegetation and structures.

5. In the event of damage, immediately make all repairs and replacements to the approval of the ENGINEER at no cost to the owner.

G. Dust control: Use all means necessary to control dust on and near the work if such dust is caused by the Contractor's operations during performance of the work or if resulting from the conditions. Do not resume work until conditions are favorable as determined by the ENGINEER.

- H. Weather conditions: Do not place, spread, roll or fill material during freezing, raining or otherwise unfavorable weather conditions. Do not resume work until conditions are favorable as determined by the ENGINEER.
- I. Inspection by Contractor: Examine the areas and conditions under which trenching, backfilling, compacting and grading are to be performed and notify the ENGINEER in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- J. Preparation:
1. Prior to commencement of work, establish location and extent of all utilities in the work area(s). Maintain, and protect as required existing utilities which pass through the work area.
 2. Prior to excavation in pavement areas, cut existing pavement vertically with sharp tool on a straight line to the limits of excavation shown on the Plans or as approved by the ENGINEER.
- K. Excavation:
1. Unauthorized excavation: Unauthorized excavation, including remedial work directed by the ENGINEER, shall include removing all loosened material and providing broken stone material as required to attain a firm and unyielding foundation and to attain required grade elevations to the approval of the ENGINEER.
 2. Additional excavation:
 - a. When excavation has reached required subgrade elevations, notify the ENGINEER who will make an inspection of conditions.
 - b. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as approved by the ENGINEER.
 - c. Removal of unsuitable material and its replacement as approved by the ENGINEER.
 3. Stability of excavations:
 - a. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of materials excavated.
 - b. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

4. Shoring and bracing:
 - a. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
 - b. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 - c. Maintain shoring and bracing in excavations regardless of time period excavations will be open.
 - d. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind, whether on public or private property, will be fully protected from damage.
 - e. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the ENGINEER and at no additional cost to the OWNER.
 - f. Arrange bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.
 - g. Exercise care in the drawing and removal of sheeting, shoring, bracing and timbering to prevent collapse and caving of the excavation faces being supported.
 - h. Sheeting, if required, shall not be left in place unless approved by the ENGINEER.
5. Dewatering:
 - a. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
 - b. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and dewatering system components necessary to convey water away from excavations.
 - c. Convey water removed from excavations and rainwater to temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
 - d. Dewatering shall be conducted in accordance with the requirements stipulated by the New Jersey State Standards for Soil Erosion and Sediment Control.

6. Material storage:

- a. Stockpile satisfactory excavated materials where directed until required for use as backfill or fill. Place, grade and shape stockpiles for proper drainage. Stockpiling shall be conducted in accordance with the requirements stipulated by the New Jersey State Standards for Soil Erosion and Sediment Control
- b. Locate and retain soil / excavated materials away from edge of excavations.
- c. Dispose of excess soil material and waste materials as herein specified. Excavated material unsuitable for backfilling shall be kept separate from other materials excavated and properly disposed of in accordance with applicable regulations with respect to such activity. Material suitable for backfilling shall not be disposed of until completion of filling or backfilling operations.

7. Excavation for trenches:

- a. Dig trenches to the uniform width required for the particular item to be installed in accordance with the Contract Plans.
 - (1) Maximum trench width at ground surface shall be as indicated on the Plans.
- b. Excavate trenches to the depth indicated or required.
- c. Bedding shall be in accordance with the details shown on the Plans.

L. Backfill and compaction:

1. General:

- a. Place acceptable material in layers to required subgrade elevations.
- b. Backfill using material obtained from on-site excavating, except use select backfill material where indicated on Plans or as approved by the ENGINEER.

2. Backfill excavation as promptly as work permits, but not until completion of the following:

- a. Acceptance by the ENGINEER of construction below finish grade.
- b. Inspection, testing, approval and recording locations of underground utilities.

- c. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structure or utilities or leave in place if required.
 - d. Removal of trash and debris.
- 3. Backfilling prior to approvals:
 - a. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the OWNER.
 - b. After the work has been completely tested, inspected and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the OWNER.
- 4. Placement and compaction:
 - a. Place backfill materials in layers not more than six inches (6") in loose depth.
 - b. Control soil compaction during construction providing minimum percentage of density specified for each area classification listed below.
 - c. Pavement areas are defined, for the purpose of this Paragraph, as extending a minimum of five feet (5') beyond the pavement.
 - d. Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D-1557; and not less than the following percentages of relative density, determined in accordance with ASTM D-2049, for soils which will not exhibit a well-defined moisture density relationship:
 - (1) Structures: Compact top 12 inches (12") of subgrade and each layer of backfill or fill material at 95 percent (95%) maximum dry density or 90 percent (90%) relative dry density.
 - (2) Trench Stabilization Materials: Compact each layer of material to 95 percent (95%) of maximum dry density.
 - e. Moisture control:
 - (1) Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

- (2) Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- (3) Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.
- f. Puddling or jetting will not be permitted.
- g. Do not place backfill material on surfaces that are muddy, frozen or contain frost or ice, other unsuitable materials.
- h. Place backfill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.

M. Grading of disturbed areas:

- 1. General: Uniformly grade all disturbed areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- 2. Grading: Grade areas to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
 - a. Lawn or unpaved areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below the required subgrade elevations.
 - b. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10 foot above or below the required subgrade elevation.
 - c. Pavements and slabs: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2 inch above or below the required subgrade elevation.
- 3. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.
- 4. Treatment after grading:
 - a. After grading is completed and the ENGINEER has finished his inspection, permit no further grading except with the approval of and inspection of the ENGINEER.
 - b. Use all means necessary to prevent erosion of freshly graded areas during construction and until time as permanent cover material is installed.

5. Prepare pavement subgrade areas as specified in Section 208.04 of the Standard Specifications except as modified by the requirements of this Specification Section.

N. Field Quality Control:

1. The ENGINEER, at his discretion, will perform compaction testing in accordance with one or more of the following standards:
 - a. ASTM D-1556
 - b. ASTM D-1557
 - c. ASTM D-2049
 - d. ASTM D-2922
2. Contractor shall employ and pay for the services of an Independent Testing Laboratory acceptable to the ENGINEER to perform additional field quality control sampling and testing when initial compaction tests performed by the ENGINEER indicate work does not comply with the Contract Documents. Sampling and testing shall be performed using the same methods as were used by the ENGINEER.
3. When testing service reports indicate that compaction is below specified densities, the Contractor shall provide additional compaction and retesting as approved by the ENGINEER, at no additional cost to the OWNER.

O. Maintenance:

1. Protection of graded areas:
 - a. Protect newly graded areas from traffic and erosion. Keep free of trash and debris
 - b. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.
2. Reconditioning compacted areas: Where completed compacted areas are distributed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

- P. Disposal of excess and waste materials: Remove waste materials, including unacceptable excavated material, trash and debris, and properly dispose of it off the OWNER'S property.

END OF SECTION

SECTION 02721

DENSE GRADED AGGREGATE

1.1 DESCRIPTION

- A. Dense Graded Aggregate Subbase shall be constructed to the full depth and to the lines and grades shown on the Plans.

1.2 MATERIALS

- A. Dense Graded Aggregate shall consist of quarry-processed stone or recycled concrete conforming to the Standard Specifications, New Jersey Department of Transportation, 2019 edition or as currently amended.
- B. The contractor shall furnish certificates of compliance stating that the material meets the requirements specified above.
- C. If required by the ENGINEER, the Contractor shall arrange for the testing by an approved laboratory to determine if the material tested meets the requirements of the NJDOT Standard Specifications. Such testing shall be at the expense of the Contractor.

1.3 METHODS OF CONSTRUCTION

- A. Methods of construction, including, but not limited to spreading and compaction equipment; preparation of subgrade; and placement, spreading and compaction of material complying with the NJDOT Standard Specifications.
- B. Copies of all delivery slips shall be submitted to the ENGINEER.

END OF SECTION

SECTION 02722

HOT MIX ASPHALT PAVING

1.1 DESCRIPTION

A. General: The quality of materials and performance of work specified in this section shall be in accordance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, or as currently amended.

B. Description of work:

The work of this section includes:

1. Installation of hot mix asphalt base material for base repairs and base course pavements.
2. Surface preparation.
3. Asphalt binder seal of all edge abutments with existing pavements and proposed bollard foundation.
4. All paving work as required for pavement repair, if necessary.

C. Definitions:

1. Subgrade: Surface upon which pavements will be constructed.
2. Subbase: That portion of the pavement cross section consisting of quarry processed stone, Soil Aggregate, conforming to the Standard Specifications.
3. Base repairs: Removal and replacement of existing pavement in areas to be overlaid.

1.2 REFERENCE STANDARDS

A. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (Standard Specifications), as currently amended:

1. Hot Mix Asphalt (Surface and Base Courses)
2. Bituminous Materials
3. Preparation of Subgrade.
4. Joint Sealing

1.3 MATERIALS

A. Paving materials and mixtures:

1. Hot Mix Asphalt Surface Course:
 - a. Materials: as specified in the NJDOT Standard Specifications
 - b. Mixture: Mix No. 9.5M64
2. Hot Mix Asphalt Surface Course
 - a. Materials: as specified in the NJDOT Standard Specifications
 - b. Mixture: Mix No. 12.5M64
3. Hot Mix Asphalt Base Course:
 - a. Materials: as specified in the NJDOT Standard Specifications
 - b. Mixture: Mix No. 19M64
4. Hot Mix Asphalt Leveling Course
 - a. Materials: as specified in the NJDOT Standard Specifications
 - b. Mixture: Mix No. 19M64
5. Tack Coat: Grade RC-70 or RC-T cutback asphalt or Grade SS-1 emulsified asphalt.
6. Prime Coat: MC-30 or Grade MC-70 cutback asphalt.
7. Pavement Fabric: If specified on the Plans, Petromat non-woven polypropylene fabric, as manufactured by Phillips Fibers Corporation, or equal.
8. Asphalt sealant for pavement fabric: asphalt cement or asphalt emulsion, as recommended by manufacturer of fabric.
9. Asphalt sealant for abutments with existing pavement: asphalt binder PGA grade 64-22 as specified in the NJDOT Standard Specifications

B. Job mix formula requirements:

1. Provide job mix formulas for each required bituminous aggregate mixture as specified in the NJDOT Standard Specifications.
2. Submit for the ENGINEER'S approval prior to beginning paving operations.

C. Mix design and control requirements: The design and control requirements for all paving mixtures shall conform to the NJDOT Standard Specifications as currently amended.

D. Producer's sampling and testing for conformance to job mix formula and mix design requirements:

1. Methods and rates of sampling bituminous mixtures shall conform to the NJDOT Standard Specifications with the following exceptions:

- a. The producer's quality control technician shall perform sampling unless otherwise directed by the ENGINEER.
 - b. For small-scale projects where it is not possible to attain the minimum lot size specified, a total of five (5) samples shall be taken at random for each type of mix specified.
- 2. Testing of bituminous concrete mixtures to determine the quantity of bitumen, gradation of the aggregate, and conformance to mix design requirements shall be performed by the producer's quality control technician as specified in the NJDOT Standard Specifications.
- 3. Submit results of tests on forms acceptable to the ENGINEER. Forms shall be signed by producer's quality control technician and forwarded to the ENGINEER as directed.
- E. Preparation of mixtures: The preparation of all bituminous mixtures shall conform to the NJDOT Standard Specifications.

1.4 METHODS OF CONSTRUCTION

- A. Qualifications of bituminous concrete producer: Use only materials which are furnished by a bulk hot-mix-asphalt concrete producer regularly engaged in the production of hot-mix asphalt.
- B. The method of construction includes hot mix asphalt plant and equipment, hot mix asphalt pavers, vehicles for transporting hot mix asphalt, rollers, etc. All construction methods shall conform to the NJDOT Standard Specifications.

END OF SECTION

SECTION 02910

TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES

1.1 DESCRIPTION

- A. This work shall consist of temporary measures to control erosion and sediment during the life of the contract, as shown on the Plans and as approved by the ENGINEER and/or as directed by the Engineer in the field.
- B. The temporary control provisions contained herein shall be coordinated with the permanent improvements (grass, pavement and other restorations) specified elsewhere in the contract to the extent practical to assure effective and continuous erosion and sediment control throughout the construction and post-construction period.
- C. The erosion and sediment control measures described herein shall be continued until the construction is complete and final restorations installed.

1.2 MATERIALS

- A. All materials and methods of construction shall be in accordance with the New Jersey State Standards for Soil Erosion and Sediment Control.

1.3 METHODS OF CONSTRUCTION

- A. Contractor shall comply with the requirements of the construction requirements the New Jersey Standards for Soil Erosion and Sediment Control with regards to stockpiling materials, dewatering and other incident tasks as applicable and if encountered.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state or location agencies, the more restrictive laws, rules or regulations shall apply.
- C. The Contractor will be responsible for maintaining all soil erosion and sediment control measures as specified on the Plans. All temporary measures shall be removed by the Contractor as approved by the ENGINEER.

1.4 QUANTITY AND PAYMENT

- A. No separate payment shall be made for soil erosion control measures.

END OF SECTION

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Description: Provide concrete foundation for bollard array.
- B. Section Includes:
 - 1. Concrete standards.
 - 2. Concrete materials.
 - 3. Repair materials.
 - 4. Concrete mixture materials.
 - 5. Concrete mixture class types.
 - 6. Concrete mixing.
- C. Related Requirements:
 - 1. Section 02314 "Excavation (Unclassified)".
 - 2. Section 02325 "Trench Excavation, Backfilling, and Compacting
 - 3. Section 02721 " Dense Graded Aggregate"
 - 4. Section 02910 " Temporary Soil Erosion and Sediment Control Measures"

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:
 - 1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

1.3 SUBMITTALS

- A. Product Data:
 - 1. Concrete: Use concrete meeting the requirements of Class "HPC" concrete as defined in the NJDOT Standard Specifications, 5000 PSI.
 - 2. Synthetic Microfiber Reinforcement.

3. Curing materials: White or clear pigmented liquid, as specified in the NJDOT Standard Specifications.
 4. Joint fillers.
- B. Design Mixtures: For each concrete mixture, include the following:
1. Mixture identification.
 2. Compressive strength at 28 days or other age as specified.
 3. Synthetic Microfiber content; 1.5 pounds per cubic yard.
 4. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.
- C. Shop Drawings:
1. Construction Joint Layout: Indicate proposed construction joints required to construct the bollard foundation.
 - a. Location of construction joints is subject to approval of the ENGINEER.

1.4 QUALITY ASSURANCE

- A. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing that performs duties on behalf of the ENGINEER.
1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level 1. Testing agency laboratory supervisor tests to be an ACI-certified Concrete Laboratory Testing Technician, Level 2.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and **ACI 301**.

1.6 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with **ACI 301** as follows:
1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 2. When air temperature has fallen to or is expected to fall below **40 deg F** during the protection period, maintain delivered concrete mixture temperature within the temperature range required by **ACI 301**.
 3. Do not use frozen materials or materials containing ice or snow.
 4. Do not place concrete in contact with surfaces less than **35 deg F**, other than reinforcing steel.

- B. Hot-Weather Placement: Comply with **ACI 301** and **ACI 305.1**, and as follows:
 - 1. Maintain concrete temperature at time of discharge to not exceed **95 deg F**.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE STANDARDS

- A. ACI Publications: Comply with **ACI 301** unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Concrete

- 1. Use concrete meeting the requirements of Class "HPC" concrete as defined in the NJDOT Standard Specifications, 5000 PSI.
- 2. Use air-entrained concrete.

B. Source Limitations:

- 1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
- 2. Obtain each type of admixture from single source from single manufacturer.

2.3 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish delivery ticket for all deliveries.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate with ENGINEER for marking out of pavement removal limits.
- B. Sawcut pavement of foundation trench area. Cut existing pavements vertically with a sharp tool on a straight line along designated excavation limit.
- C. Excavate subgrade so that finished foundation conforms to lines and grades shown on Plans, or as directed by the ENGINEER. Remove existing pavement, subgrade material, earth, rock, stone and all other materials encountered. Promptly properly dispose of excavated materials.

- D. Prepare subgrade to provide a firm, even surface. Place 6" thick DGA subbase material and compact.
- E. Verify that earthwork is completed to correct line and grade. Check that subgrade is smooth, compacted and free of frost or excessive moisture. Do not commence work until conditions are satisfactory.

3.2 TOLERANCES

- A. Comply with **ACI 117**.

3.3 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with bollards and items to be embedded.

3.4 INSTALLATION OF CAST-IN-PLACE CONCRETE

- A. Construction shall conform to the requirements described in the Statement of Work and shall be in accordance with the Plans.
- B. Before placing concrete, verify that installation of bollards and other embedded items is complete and that required inspections are completed.
- C. Notify ENGINEER and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- D. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
 - 1. If a section cannot be placed continuously, provide construction joints as indicated.
 - 2. Deposit concrete to avoid segregation.
 - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with **ACI 301**.

- a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least **6 inches** into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for trench foundation in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Level concrete, cut high areas, and fill low areas.
 - 5. Slope surfaces uniformly to maintain existing drainage pattern.
 - 6. Do not further disturb slab surfaces before starting finishing operations.

3.5 INSTALLATION OF JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with concrete placement sequence.
 - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by ENGINEER.
 - 2. Form keyed joints as indicated. Embed keys at least **1-1/2 inches** into concrete.
 - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.6 APPLICATION OF CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Comply with **ACI 301** for cold weather protection during curing.
 - 2. Comply with **ACI 301** and **ACI 305.1** for hot-weather protection during curing.
 - 3. Maintain moisture loss no more than **0.2 lb/sq. ft. x h**, calculated in accordance with ACI 305R, before and during finishing operations.

3.7 INSTALLATION OF JOINT FILLING

- A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least **one** month.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.
- D. Overfill joint, and trim joint filler flush with top of joint after hardening.
- E. Repairing Unformed Surfaces:
 - 1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
 - a. Correct low and high areas.
 - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width.
 - 3. After concrete has cured at least 14 days, correct high areas by grinding.
 - 4. Correct localized low areas during, or immediately after, completing surface-finishing operations by adding patching mortar.
 - a. Finish repaired areas to blend into adjacent concrete.
 - 5. Correct other low areas scheduled to remain exposed with repair topping.
 - a. Cut out low areas to ensure a minimum repair topping depth of **1/4 inch** to match adjacent floor elevations.
 - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 6. Repair defective areas, except random cracks and single holes **1 inch** or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a **3/4-inch** clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply

- bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.
 - e. Cure in same manner as adjacent concrete.
- 7. Repair random cracks and single holes **1 inch** or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
 - b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
- F. Repair materials and installation not specified above may be used, subject to ENGINEER's approval.

3.8 FIELD QUALITY CONTROL

- A. Delivery Tickets: comply with ASTM C94/C94M.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding **5 cu. yd.**, but less than **25 cu. yd.**, plus one set for each additional **150 cu. yd.** or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing is to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C143/C143M:
 - a. One test at point of delivery for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests as needed.
 - 3. Slump Flow: ASTM C1611/C1611M:
 - a. One test at point of delivery for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests as needed.

4. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.9 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect concrete from pedestrian and vehicular traffic, rain damage and vandalism until concrete has been sufficiently cured as determined by the ENGINEER.
2. Protect from petroleum stains.
3. Diaper hydraulic equipment used over concrete surfaces.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Damaged concrete, resulting from improper protection, shall be replaced as directed by the ENGINEER, at no additional cost to the owner.

END OF SECTION 033000

SECTION 055010

METAL FABRICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The work under this Section includes the supply, fabrication, and installation of:

1. Concrete filled steel bollards, 6" Ideal Shield C40/S30 Bollard (with base), or approved equal.
2. Removable steel bollard, Ideal Shield 6" Internal Locking Bollard, or approved equal.

1.3 RELATED WORK

A. Concrete for setting bollards is specified in Section 033000.

1.4 REFERENCES

A. The publications listed below form a part of these Specifications to the extent applicable:

1. AISC "Code of Standard Practice for Steel Buildings and Bridges."
2. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentence: "This approval constitutes the owner's acceptance of all responsibility for the design adequacy of any connections designed by the fabricator as a part of his preparation of these shop drawings".
3. ANSI/AWS D1.1, "Structural Welding Code - Steel."
4. ASTM A 6 "General requirements for delivery of rolled steel plates, shapes, sheet piling and bars for structural use".
5. ACI 318, "Building Code Requirements for Structural Concrete".

1.5 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

METAL FABRICATIONS

- B. Shop Assembly: Pre-assemble items 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.

1.6 SUBMITTALS

- A. Prepare and submit shop drawings of all work of this Section to the Architect for approval. Coordinate work with respective trade.
- B. Shop drawings shall show finishes, fastenings and relation to surrounding materials and shall indicate the kind of material size, detail of pieces worked out in due reference of their positions, framing, method of securing same together and the proper execution of the work in connection with other trades.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Steel Pipe Bollards: ASTM A 53, standard weight schedule 80. Exterior bollards are to be galvanized. Fill bollards with concrete flush at top. Do not paint bollards. Install pipe bollard plastic cover.
- B. Pipe Bollard Plastic Covers: Exterior shell cover of low density polyethylene are to be 1/4-inch nominal wall thickness with ultraviolet and anti-static additives and a dome top. Install over steel pipe posts. Ideal Shield 1/4" Bollard Cover or approved equal.

2.2 PAINT

- A. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with the Military Specifications MIL-P-21035 (Ships).

2.3 GALVANIZATION

- A. Galvanizing: Provide a zinc coating for all items scheduled or specified to be galvanized, as follows:
 - 1. ASTM A 153 for galvanizing iron and steel hardware.
 - 2. ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strip 1/8" thick and heavier.
 - 3. ASTM A 386 for galvanizing assembled steel products.
- B. Galvanization Schedule:
 - 1. Bollards

- C. All fabrications shall be hot dipped galvanized after fabrication.

2.4 FABRICATION, GENERAL

- A. Workmanship: Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.
- B. Forming: Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- C. Welding: Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- D. Forming Corners: Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, Phillips flat-head (countersunk) screws or bolts.
- E. Anchorage: Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Set bollards plumb at location shown on drawings. Place concrete footing using 4,000 psi concrete.

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 not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

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

County - CAPE MAY

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	05/12/26
Journeyman (Mechanic)	W48.73 B32.97 T81.70

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 - CAPE MAY

Craft: Boilermaker

PREVAILING WAGE RATE

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

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - CAPE MAY

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 - CAPE MAY

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 - CAPE MAY

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	07/07/26
* Mason Helper	W40.70 B34.92 T75.62
Deputy Foreman	W52.60 B40.43 T93.03
Foreman	W57.35 B40.43 T97.78
Journeyman	W49.60 B40.43 T90.03

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	5.36	6.70	7.37	8.04	27.04	28.95	30.88	32.78		

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.

* The Mason Helper classification shall include all work required to assist masons in the completion of their work. This classification may include the installation of foam for EIFS (Exterior Insulation and Finish Systems); grouting; washing; and rub down of masonry; snapping ties; grinding, chipping, patching of concrete; wall tie installation; mixing and placing materials; pump hoses; exterior spray insulation; installation of lathe; waterproofing; damp proofing; air barriers; installation of various forms of track to receive materials; restoration demolition; form work including foam structures; all support and tending for masons, cavity insulation, masonry wall rebar; anchors and saws.

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.

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

County - CAPE MAY

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 - CAPE MAY

Craft: Carpenter

PREVAILING WAGE RATE

	05/08/26
Foreman	W67.30 B40.45 T107.75
General Foreman	W76.08 B45.65 T121.73
Journeyman	W58.52 B35.25 T93.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
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

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/08/26
Foreman	W67.30 B40.37 T107.67
Journeyman	W58.52 B35.17 T93.69

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

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

County - CAPE MAY

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 - CAPE MAY

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 - CAPE MAY

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/08/26
Foreman	W51.43 B33.41 T84.84
General Foreman	W56.10 B33.41 T89.51
Journeyman	W46.75 B33.41 T80.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.38	28.05	32.73	37.40						
Benefits	18.35	18.35	18.35	18.35						

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - CAPE MAY

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - CAPE MAY

Craft: Diver PREVAILING WAGE RATE

	05/08/26
Diver	W61.88 B45.62 T107.50
Tender	W49.50 B45.62 T95.12

Craft: Diver APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	32.98	34.10	35.22	36.35						

Ratio of Apprentices to Journeymen - 1:4

Craft: Diver COMMENTS/NOTES

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

- Diver- will perform all Dive related tasks at hand.
- Tender- will provide Tending support to the in water Diver and who may also be designated as a Standby Diver .

Diving in Contaminated Water (including, but not limited to, radioactively contaminated water, sewer effluent combined sanitary and storm sewers, or any environment known to be harmful to those with skin contact): Shall receive an additional 20% of the hourly rate.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

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

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

County - CAPE MAY

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/08/26
Foreman	W59.40 B45.62 T105.02
Journeyman	W49.50 B45.62 T95.12

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	26.31	28.57	31.78	35.11						

Ratio of Apprentices to Journeymen - 1:3

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

Creosote Handling:

May 1st to Sept. 30th: + \$0.50 above hourly rate

Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous Material Work:

- On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.

- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

FOREMAN REQUIREMENTS:

- When there are 3 or more Dockbuilders/Pile Drivers on a job, 1 shall be designated as a Foreman.

SHIFT WORK:

- Shift work pertains to both land and water work.

- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.

- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.

- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess

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

County - CAPE MAY

of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.

- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

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

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

County - CAPE MAY

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/08/26
Foreman	W50.63 B32.49 T83.12
General Foreman	W52.93 B32.49 T85.42
Journeyman	W46.03 B32.49 T78.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.02	29.92	36.82	41.43						
Benefits	18.82	18.82	18.82	18.82						

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 - CAPE MAY

Craft: Electrician

PREVAILING WAGE RATE

	09/28/26
Asst. General Foreman	W71.06 B62.98 T134.04
Foreman	W66.33 B59.23 T125.56
General Foreman	W76.99 B67.68 T144.67
Journeyman, Cable Splicer	W59.22 B53.60 T112.82
Lead Foreman	W68.10 B60.63 T128.73
Working Foreman, Welder, Crane Operator (all types)	W62.18 B55.95 T118.13

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	17.30	21.70	24.40	28.63	32.87					
Benefits	9.22	10.67	11.56	12.96	14.36					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 or more instruments or voice/data lines.
- All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):

(2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

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

County - CAPE MAY

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - CAPE MAY

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	01/28/26
Master Technician/Gen. Foreman (31+ Workers on Job)	W53.48 B41.57 T95.05
Senior Technician/Lead Foreman (21-30 Workers on Job)	W49.14 B39.90 T89.04
Technician A/Foreman (11-20 Workers on Job)	W47.12 B39.13 T86.25
Technician B/Working Foreman (4-10 Workers on Job)	W45.93 B37.68 T83.61
Technician C/Journeyman (1-3 Workers on Job)	W42.21 B35.25 T77.46

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.72	9.72	10.67	10.67	12.58	12.58	14.89	14.89		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

NOTES: These rates are for service, maintenance, moves and/or changes affecting 15 voice/data lines or less. These rates may NOT be used for any new construction or fiber optic work.

FOREMAN REQUIREMENTS:

The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

SHIFT DIFFERENTIAL:

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

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

OVERTIME:

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

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

County - CAPE MAY

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	09/28/26
Assistant General Foreman	W71.06 B62.96 T134.02
Foreman	W66.33 B59.18 T125.51
General Foreman	W76.99 B67.71 T144.70
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W29.61 B29.80 T59.41
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W41.45 B39.27 T80.72
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W50.34 B46.39 T96.73
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W23.69 B1.60 T25.29
Journeyman Lineman	W59.22 B53.50 T112.72
Lead Foreman	W68.10 B60.59 T128.69
Working Foreman	W62.18 B55.86 T118.04

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	26.52	28.63	30.75	32.87	34.99	37.11	39.22			
Benefits	12.07	12.77	13.49	14.21	14.92	15.63	16.35			

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

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

County - CAPE MAY

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

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

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

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

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

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

County - CAPE MAY

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

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

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - CAPE MAY

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

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

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - CAPE MAY

Craft: Elevator Constructor

PREVAILING WAGE RATE

	02/04/26
Helper-Over 5 Years	W52.40 B45.07 T97.47
Helper-Under 5 Years	W52.40 B44.02 T96.42
Mechanic (Journeyman) over 5 years	W74.86 B46.87 T121.73
Mechanic (Journeyman) under 5 years	W74.86 B45.37 T120.23
Mechanic in Charge (Foreman) over 5 years	W84.22 B47.62 T131.84
Mechanic in Charge (Foreman) under 5 years	W84.22 B45.93 T130.15
Probationary Helper (1st 6 months)	W37.43 B43.13 T80.56

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma n	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed under the direction of a mechanic in wrecking of old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

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

County - CAPE MAY

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

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

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

County - CAPE MAY

Craft: Glazier PREVAILING WAGE RATE

	05/01/26
Foreman	W55.30 B39.37 T94.67
Journeyman	W51.30 B39.37 T90.67

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.09	25.63	28.70	32.29						
Benefits	21.22	23.99	25.51	27.96						

Ratio of Apprentices to Journeymen - 1:3

Craft: Glazier COMMENTS/NOTES

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

FOREMAN REQUIREMENT:

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

OVERTIME:

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$48.65/hr.

Double time = \$57.93/hr.

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

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

County - CAPE MAY

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	07/01/26
Foreman	W59.15 B43.35 T102.50
Journeyman	W57.65 B43.35 T101.00

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	45%	55%	65%	75%	80%					
Benefit	38.60	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio = 1:4 on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company). There is no limit to the number of apprentices allowed on any one job, provided there is at least 1 journeyman on the job.

Craft: Heat & Frost Insulator

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- If there is only 1 Insulator on the job, he must be designated a Foreman.
- If there are 2 to 10 Insulators on the job, 1 must be designated a Foreman.
- If there are 11 or more Insulators on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Journeyman wage rate):
 - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
 - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of two (2) consecutive days and a minimum of two (2) shifts per day must be worked. Additionally, no less than two (2) employees may work on any one (1) shift. If these requirements are not met then shift work would not apply and the applicable overtime rate shall be paid.
- 1st Shift- Monday through Friday (7:00 AM- 3:00 PM).
- 2nd Shift- Monday through Friday (3:00 PM - 11:00 PM): additional 15% of the regular rate, inclusive of benefits.
- 3rd Shift- Monday through Friday (11:00 PM - 7:00 AM): additional 20% of the regular rate, inclusive of benefits.
- When a single night shift is established by the project owner for work not accessible during the day (due to the building being occupied), Monday through Friday, work performed during a second shift (3:00 PM-11:00 PM) shall be paid an additional 20% of the regular rate, inclusive of benefits, and work performed during a third shift (11:00 PM-7:00 AM) shall be paid an additional 25% of the regular rate, inclusive of benefits.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

County - CAPE MAY

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

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

County - CAPE MAY

Craft: Heat & Frost Insulator-Asbestos Worker

PREVAILING WAGE RATE

	09/24/26
Foreman	W59.15 B43.35 T102.50
Journeyman	W57.65 B43.35 T101.00

Craft: Heat & Frost Insulator-Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	Insulator						

Craft: Heat & Frost Insulator-Asbestos Worker

COMMENTS/NOTES

NOTE: These rate only apply to the REMOVAL of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

FOREMAN REQUIREMENTS:

- If there is only 1 Asbestos Worker on the job, he must be designated an Abatement Foreman.
- If there are 2 to 10 Asbestos Workers on the job, 1 must be designated an Abatement Foreman.
- If there are 11 or more Asbestos Workers on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Abatement Mechanic wage rate):
 - 11-20 Insulators on site: 10%; 21-30 Insulators on site: 15%;
 - 31-40 Insulators on site: 20%; 41-50 Insulators on site: 25%

MECHANIC-TO APPRENTICE RATIO:

- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

OVERTIME:

- Hours in excess of 8 per day and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - CAPE MAY

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/20/26
Foreman	W65.07 B39.13 T104.20
General Foreman	W67.57 B39.13 T106.70
Journeyman	W60.07 B39.13 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/20/26
Foreman	W53.81 B36.78 T90.59
General Foreman	W56.31 B36.78 T93.09
Journeyman	W48.81 B36.78 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/20/26
Foreman	W54.86 B36.43 T91.29
General Foreman	W57.36 B36.43 T93.79
Journeyman	W49.86 B36.43 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/26
Foreman-Fence and Guardrail	W58.34 B40.19 T98.53
Foreman-Rod/Mesh	W63.81 B40.97 T104.78
Foreman-Structural	W64.96 B40.97 T105.93
Journeyman- Fence and Guardrail	W54.02 B40.19 T94.21
Journeyman-Rod/Mesh	W55.49 B40.97 T96.46
Journeyman-Structural	W56.49 B40.97 T97.46

Craft: Ironworker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	66%	79%	88%							

Ratio of Apprentices to Journeymen - *

* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

Craft: Ironworker

COMMENTS/NOTES

ROD/MESH (REINFORCING): All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites used in reinforced concrete construction, all realigning of reinforcing steel and wire mesh and the placement of reinforcing dowels.

The installation, fabrication and distribution of all materials associated with post tensioning and pre-stressing procedures on reinforced concrete jobs.

All prefabricated mates, caissons, columns, beams and walls.

The installation of reinforcing dowels into pre-drilled holes by any means necessary, including epoxy, glue, compounds or tying.

STRUCTURAL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites and mass timbers used in structural frame construction, and realigning of structural framing members.

The installation, fabrication and distribution of all materials associated with structural framework, regardless of material composition, including mass timbers.

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

County - CAPE MAY

All prefabricated columns, beams and walls.

When precast, prestressed or reinforced concrete structural members (beams, columns, girders, slabs, etc.) are used in construction of bridges, buildings and other structures, and power equipment such as cranes, derricks, jacks and/or rigging used, the work of loading, unloading, moving, and placing to complete erection.

Solar canopy erection, ground mounted installation and erection of photovoltaic array assemblies.

Unitized curtain wall systems, including erection and rigging of such, regardless of material composition.

Pre-engineered metal building systems.

Steel decking and siding for building structures and canopy systems.

Offshore wind erection, fabrication, and rigging of all related components.

FENCE AND GUARDRAIL: All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, digging and anchoring, sorting, tying, welding and installation of all materials, including composites, security style fencing, regardless of materials used.

Installation, fabrication and distribution of all materials associated with Fence and Guardrail work scope, regardless of material composition.

All prefabricated fencing, permanent, temporary or otherwise.

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

SHIFT DIFFERENTIALS:

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

OVERTIME:

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.
- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.
- Benefits on overtime hours shall be paid at the following rates:

Rod/Mesh and Structural

When wages are time and one-half, benefits = \$47.68

When wages are double, benefits = \$54.39

Fence and Guardrail

When wages are time and one-half, benefits = \$46.51

When wages are double, benefits = \$52.83

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General and 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 - CAPE MAY

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/11/26
Foreman	W48.12 B27.72 T75.84
Journeyman (Handler)	W42.77 B27.72 T70.49

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	25.66	29.94	34.22	38.49						
Benefit	23.07	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 - CAPE MAY

Craft: Laborer - Building

PREVAILING WAGE RATE

	07/07/26
Class A Journeyman	W40.97 B34.85 T75.82
Class B Journeyman	W39.97 B34.85 T74.82
Class C Journeyman	W33.97 B34.85 T68.82
Foreman	W46.09 B34.85 T80.94
General Foreman	W51.21 B34.85 T86.06

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	31.60	31.60	31.60	31.60						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

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

County - CAPE MAY

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 - CAPE MAY

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 - CAPE MAY

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

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

County - CAPE MAY

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 - CAPE MAY

Craft: Millwright

PREVAILING WAGE RATE

	05/01/26
Foreman	W68.93 B41.47 T110.40
Journeyman	W59.94 B36.15 T96.09

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 - CAPE MAY

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 - CAPE MAY

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 - CAPE MAY

Craft: Painter - Line Striping

PREVAILING WAGE RATE

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

Craft: Painter - Line Striping

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - CAPE MAY

Craft: Paperhanger

PREVAILING WAGE RATE

	05/08/26
Foreman	W56.57 B33.41 T89.98
General Foreman	W61.72 B33.41 T95.13
Journeyman	W51.43 B33.41 T84.84

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	25.72	30.86	36.00	41.14						
Benefits	18.35	18.35	18.35	18.35						

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 - CAPE MAY

Craft: Pipefitter

PREVAILING WAGE RATE

See "Plumber" Rates

Craft: Pipefitter

COMMENTS/NOTES

*** See PLUMBER Rates***

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

County - CAPE MAY

Craft: Plasterer

PREVAILING WAGE RATE

See "Cement Mason" Rates

Craft: Plasterer

COMMENTS/NOTES

See CEMENT MASON Rates

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

County - CAPE MAY

Craft: Plumber

PREVAILING WAGE RATE

	05/01/26
Foreman	W65.20 B52.11 T117.31
Journeyman	W59.50 B52.11 T111.61

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	34.60	35.94	37.30	38.64	39.98	41.32	42.68	44.02	45.38	46.72

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

OVERTIME:

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - CAPE MAY

Craft: Roofer

PREVAILING WAGE RATE

	05/27/26
Foreman (5 workers or less)	W49.53 B35.22 T84.75
Foreman (6 workers or more)	W50.03 B35.22 T85.25
Journeyman	W47.53 B35.22 T82.75

Craft: Roofer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	55%	60%	65%	75%						
Benefits	23.74	28.49	35.22	35.22						

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer

COMMENTS/NOTES

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

OVERTIME:

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

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

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

County - CAPE MAY

Craft: Roofer - Shingle, Slate & Tile

PREVAILING WAGE RATE

	05/27/26
Foreman (3 workers or less)	W37.70 B22.68 T60.38
Foreman (4 workers or more)	W38.20 B22.68 T60.88
Helper	W18.60 B22.68 T41.28
Journeyman (shingle work)	W37.20 B22.68 T59.88

Craft: Roofer - Shingle, Slate & Tile

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%							
Benefits	22.68	22.68	22.68							

Ratio of Apprentices to Journeymen - *

* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

Craft: Roofer - Shingle, Slate & Tile

COMMENTS/NOTES

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

OVERTIME:

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

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

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

County - CAPE MAY

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	07/15/26
Foreman	W38.38 B25.01 T63.39
Journeyman	W36.38 B25.01 T61.39

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	23.80	23.88	23.96	24.05	25.15	25.23	25.32	25.49		

Ratio of Apprentices to Journeymen - 1:2

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

HAZARDOUS DUTY:

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

FOREMAN REQUIREMENTS:

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

OVERTIME:

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

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

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

County - CAPE MAY

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/26
Foreman	W68.43 B49.10 T117.53
Journeyman	W64.25 B49.10 T113.35

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	15.45	17.25	19.07	20.86	22.66	32.27	34.68	37.08	39.48	41.89

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).*

* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

Craft: Sheet Metal Worker

COMMENTS/NOTES

JOB SITE FOREMAN REQUIREMENTS:

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

SHOP FOREMAN REQUIREMENTS (For custom fabrication):

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all

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

County - CAPE MAY

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = 57.79

Double-time = 65.24

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

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

County - CAPE MAY

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/26	01/01/27
Foreman	W66.64 B37.81 T104.45	W70.86 B38.81 T109.67
General Foreman	W68.89 B37.81 T106.70	W73.11 B38.81 T111.92
Journeyman	W63.14 B37.81 T100.95	W67.11 B38.81 T105.92
Master Foreman	W71.14 B37.81 T108.95	W75.36 B38.81 T114.17

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	43%	48%	52%	56%	59%	64%	68%	72%	76%	80%
Benefits	10.23	10.23	22.79	22.79	23.04	23.04	23.04	23.04	23.04	23.04

Ratio of Apprentices to Journeymen - 1:1

Craft: Sprinkler Fitter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-27:

INTERVAL	PERIOD AND RATES									
1000 Hours	43%	48%	52%	56%	59%	64%	68%	72%	76%	80%
Benefits	11.23	11.23	23.79	23.79	24.04	24.04	24.04	24.04	24.04	24.04

FOREMAN REQUIREMENTS:

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he shall be designated a Foreman.
- On any job with 15 to 25 Sprinkler Fitters 1 shall be designated a General Foreman.
- On any job with over 25 Sprinkler Fitters 1 shall be designated a Master Foreman.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid

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

County - CAPE MAY

at double the hourly rate.

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

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

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

County - CAPE MAY

Craft: Tile Worker

PREVAILING WAGE RATE

	06/01/26
Finisher	W44.17 B32.83 T77.00
Setter	W51.99 B39.83 T91.82

Craft: Tile Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker

COMMENTS/NOTES

NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

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

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

County - CAPE MAY

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/26
Bucket, Seeding/Fertilizing/ Mulching trucks	W47.91 B27.55 T75.46
Concrete mobile unit; Tack Spreader, Transit Mix trucks	W47.91 B27.55 T75.46
Dump, Tank, Pick-up, Vacuum or Vac-All trucks	W47.91 B27.55 T75.46
Helper on Straight 3-axle truck, Mechanic's helper	W47.71 B27.55 T75.26
Mechanic	W48.41 B27.55 T75.96
Shop Steward, Large Off-Road Dump Truck, Winch Truck	W48.36 B27.55 T75.91
Straight 3-axle truck	W47.91 B27.55 T75.46
Tow Truck	W48.06 B27.55 T75.61
Tractor Trailer, Fuel, and Asphalt Oil Distributor Trucks	W48.26 B27.55 T75.81
Water Truck	W47.91 B27.55 T75.46

Craft: Truck Driver

COMMENTS/NOTES

HAZARDOUS WASTE WORK:

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

SHIFT DIFFERENTIAL:

- Second shift shall receive an additional \$1.00 per hour.

OVERTIME:

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

County - CAPE MAY

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

County - CAPE MAY

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/26
Driver	W47.91 B27.55 T75.46

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

HAZARDOUS WASTE WORK:

- All designated hazardous waste sites: + \$1.00 per hour.

SHIFT DIFFERENTIAL:

- Second shift shall receive an additional \$1.00 per hour.

OVERTIME:

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

- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. When all trades agree, the day after Thanksgiving may be substituted for Veterans' Day. Sunday holidays will be observed the following Monday.

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

County - CAPE MAY

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.63	42.45	104.08

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
59.72	42.45	102.17

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:

07/01/2026

Rate	Fringe	Total
54.38	42.45	96.83

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:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2026

Rate	Fringe	Total
61.96	42.45	104.41

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

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:

07/01/2026

Rate	Fringe	Total
58.09	42.45	100.54

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2026

Rate	Fringe	Total
65.04	42.45	107.49

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2026

Rate	Fringe	Total
69.72	42.45	112.17

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:

07/01/2026

Rate	Fringe	Total
68.72	42.45	111.17

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:

07/01/2026

Rate	Fringe	Total
65.22	42.45	107.67

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.72	42.45	110.17

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:

07/01/2026

Rate	Fringe	Total
64.22	42.45	106.67

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:

07/01/2026

Rate	Fringe	Total
66.85	42.45	109.30

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

STRUCTURAL STEEL ERECTION

Rates Expiration Date :

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.79	42.45	105.24

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:

07/01/2026

Rate	Fringe	Total
60.13	42.45	102.58

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:

07/01/2026

Rate	Fringe	Total
58.60	42.45	101.05

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2026

Rate	Fringe	Total
54.84	42.45	97.29

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2026

Rate	Fringe	Total
62.41	42.45	104.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2026

Rate	Fringe	Total
51.80	42.45	94.25

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
63.55	42.45	106.00

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2026

Rate	Fringe	Total
71.74	42.45	114.19

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:

07/01/2026

Rate	Fringe	Total
70.08	42.45	112.53

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

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:

07/01/2026

Rate	Fringe	Total
65.58	42.45	108.03

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
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STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2026

Rate	Fringe	Total
67.24	42.45	109.69

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:

07/01/2026

Rate	Fringe	Total
63.22	42.45	105.67

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
56.38	42.45	98.83

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:

03/01/2026

Rate	Fringe	Total
69.31	40.63	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.94	40.63	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.31	40.63	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
71.44	40.63	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.63	40.63	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.19	40.63	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:

03/01/2026

Rate	Fringe	Total
67.00	40.63	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)

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FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
66.50	40.63	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:

07/01/2026

Rate	Fringe	Total
61.97	42.45	104.42

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2026

Rate	Fringe	Total
55.13	42.45	97.58

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:

10/01/2026

Rate	Fringe	Total
49.94	15.80	65.74

CLASSIFICATIONS:

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/01/2026

Rate	Fringe	Total
43.18	15.29	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:

10/01/2026

Rate	Fringe	Total
40.65	15.10	55.75

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/01/2026

Rate	Fringe	Total
39.53	15.01	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2026

Rate	Fringe	Total
38.26	14.92	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2026

Rate	Fringe	Total
31.79	14.43	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2026

Rate	Fringe	Total
44.50	15.39	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:

03/01/2026

Rate	Fringe	Total
53.80	29.95	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
51.85	29.95	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.15	29.95	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2026

Rate	Fringe	Total
50.80	29.95	80.75

CLASSIFICATIONS:

Squeegee man

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MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
48.70	29.95	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:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.50	40.63	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.10	40.63	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.20	40.63	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.35	40.63	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:
Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows :

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/21/2025

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/21/2025

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:

10/21/2025

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	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:

03/01/2026

Rate	Fringe	Total
53.40	40.63	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:

03/01/2026

Rate	Fringe	Total
53.65	40.63	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:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

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HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	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:

03/01/2026

Rate	Fringe	Total
52.70	40.63	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:

03/01/2026

Rate	Fringe	Total
53.40	40.63	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:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/03/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	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:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/04/2026

Rate	Fringe	Total
60.89	39.95	100.84

CLASSIFICATIONS:

Pipeline Journeyman

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PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/04/2026

Rate	Fringe	Total
37.59	28.07	65.66

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

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ASPHALT LABORERS- NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	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, First Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

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ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

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PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.

Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

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ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

03/01/2026

Rate	Fringe	Total
83.18	40.63	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
82.73	40.63	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:

03/01/2026

Rate	Fringe	Total
81.98	40.63	122.61

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
85.73	40.63	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
81.15	40.63	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
80.63	40.63	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:

03/01/2026

Rate	Fringe	Total
80.40	40.63	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)

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HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
79.80	40.63	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

