

BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY

Contract Documents
and Specifications for the

IMPROVEMENTS TO SNUG HARBOR PARK

Contract No. HHI00201.01

JANUARY 2022

CAROLYN BROULLON, MAYOR

BOROUGH COUNCIL

JO-ANNE OLSZEWSKI COUNCIL PRESIDENT
LEO CERVANTES COUNCIL MEMBER
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Our File: HHI00201.01



CONSULTING AND MUNICIPAL ENGINEERS

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ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given that sealed Bids will be received by the Borough of Highlands for: "IMPROVEMENTS TO SNUG HARBOR PARK" CONTRACT NO. HHI00201.01 and opened and read aloud at the Borough of Highlands Administrative Offices located at 42 Shore Drive, Highlands, New Jersey, on **WEDNESDAY, FEBRUARY 16, 2022** at 11:00 AM prevailing local time.

The project generally consists of the parking lot resurfacing, installation of concrete sidewalk, and playground installation at Snug Harbor Park. Approximate construction quantities include 120 tons of HMA surface course, 420 LF of concrete curb, 385 SY of 4" concrete sidewalk, 240 CY Certified Clean fill, 440 SY of Demarcation Netting, 660 SY of Demarcation Geotextile, 120 LF of 4" HDPE Drainage Pipe, 350 CY of 4" Topsoil, and other associated work.

Plans, Specifications and Proposal Sheets may be obtained during normal business hours at the Office of the Consulting Engineer, Gregory R. Valesi, P.E., CME Associates, 1460 Route 9 South, Howell, New Jersey until 48 hours prior to the time set for the opening of bids upon payment of \$20.00 per set. No refunds will be made. The said Contract Documents and Proposal sheets may be examined at the office of the Borough Clerk, 42 Shore Drive, Highlands, New Jersey.

Bids must be furnished on the proposal sheets included in the Contract Documents, enclosed in a sealed envelope and addressed to the Mayor and Borough Council, Borough of Highlands, New Jersey and plainly marked on the outside with the name and address of the bidder and the Contract Number and Title.

Each bid must be accompanied by a certified check or cash of not less than ten (10%) percent of the bid payable without any conditional endorsement as a guarantee that in case the contract is awarded to the bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so, he shall forfeit the bid security as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder. No interest shall be allowed upon any such certified check or cash. A bid bond in the amount of ten (10%) percent of the bid may be substituted for certified check or cash, except the amount of the bid security shall not be less than \$500.00 - nor more than \$20,000.00. Each bid must be accompanied by a Certificate of Experience and Certificate of Equipment.

Each bid must also be accompanied by a certificate of Consent of Surety from a bonding company licensed to do business in the State of New Jersey guaranteeing that if the proposal of the bidder be accepted they will furnish the bond set forth in the Instructions to Bidders and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

The Borough reserves the right to increase or decrease quantities specified in the manner designated in the Specifications. The Borough reserves the right to award this contract based on funds available.

Bidders are required to comply with the requirements of Equal Opportunity Employment (N.J.S.A.10:5-31 et seq.) and Affirmative Action (N.J.A.C. 17:27) and with the disclosure provisions of N.J.S.A. 19:44A-20.13. The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.

Bidders shall comply with N.J.S.A. 52:32-44 latest revision, regarding Business Registration with the New Jersey Division of Revenue.

During the performance of this contract the Contractor agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety.

Please be advised that State funds through the Green Acres Program are being utilized in this project. By virtue of Executive Order #34 (1976), vendors currently suspended, debarred, or disqualified are excluded from participation on this project.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of the contract price indemnifying the Borough of Highlands, New Jersey for all proceedings, suits or actions of any kind of description and conditional for the faithful performance of the work.

The Borough Council of the Borough of Highlands reserves the right to reject any or all bids if in its opinion it is in the best interest of the Borough to do so.

BOROUGH OF HIGHLANDS

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SECTION B. INSTRUCTION TO BIDDERS

PART 1 - PRELIMINARY MATTERS

B 1.1 DESCRIPTION OF THE WORK

The Owner proposes the construction of improvements and all appurtenant work necessary at locations detailed on the Contract Plans.

B 1.2 ORGANIZATION OF THE SPECIFICATIONS

ARRANGEMENT - The Specifications consist of five major parts, the Instructions to Bidders, the General Conditions, Supplementary Conditions, Division 1 - General Requirements, the NJDOT Standard Specifications for Road and Bridge Construction of 2007 and all addenda thereto, and the Specifications - Division 2 through 17 as applicable. In addition there will be found the Proposal, Itemized Proposal, the Consent of Surety, forms of Bonds, Contract Agreement, and Contract Drawings. Pages are numbered consecutively. Bidders shall verify completeness of Contract Documents and shall immediately notify the Engineer of any missing pages or plan sheets. Definitions may be found in sections B1.5 through B1.9, F-1 and G1.1

CONFLICTS - In case of conflicts between either the Instructions for Bidders, Supplementary Conditions, Division 1-General Requirements, or the Specifications, and the General Conditions, the former four shall always govern.

In case of conflicts between statements in the Specifications which are found in parts thereof having the same apparent merit, then the problem will be resolved by considering the Contract and its intent as a whole, and not by merely giving preference to one specific part.

In all cases of conflict the Engineer shall be sole judge and shall give the final decision.

B 1.3 STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods And Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration in accordance with statutory requirements. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (NJSA 40A:11-23.2) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.).

Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned

time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

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

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssse/lspubcon.html.

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

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

Each Bid submitted shall explicitly represent on the part of the Bidder that he is the only person or persons interested in said Bid; that it is made without any connection with any person submitting another Bid for the same Contract; that the Bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or indirectly interested in said Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

I. NEW JERSEY LOCAL UNIT "PAY TO PLAY" LAW

Any/all applicable provisions of Chapter 19, P.L. 2004 (as amended by P.L. 2005), N.J.S.A. 19:44-20.4 et seq. and Chapter 271, P.L. 2005 shall apply.

J. SUBCONTRACTOR IDENTIFICATION

Bidders must comply with the statutory requirements regarding the identification of subcontractors in accordance with N.J.S.A. 40A:11-16 and as required by the terms of these specifications.

B 1.4 INSURANCE AND INDEMNIFICATION

Amounts of Insurance required shall be as enumerated in the Supplementary Conditions Article G 5.3. Certificates will be required to document the following and coverage shall be maintained in full force during the life of the Contract:

- B 1.4.1 Workmen's Compensation
- B 1.4.2 Comprehensive General Liability
- B 1.4.3 Automotive Liability
- B 1.4.4.1 Owner's Protective Policy - if required by the Proposal, original policy required:
- B 1.4.4.2 Co-Insured - if the Owner's Protective Policy is not required in the Proposal, the Owner and Engineer are to be named as co-insured principals on the Contractor's comprehensive general Liability and automotive liability policies.

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

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

INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

B 1.5 TIME OF COMPLETION

The successful Bidder shall complete all of the work required by the Specifications and Contract Documents within the number of calendar days as stipulated in the proposal after the date of Notice to Proceed from the Owner to the successful Bidder.

B 1.6 LIQUIDATED DAMAGES

Amount per calendar day stipulated in the Proposal and Contract Agreement.

B 1.7 PROGRESS AND FINAL PAYMENTS

Review carefully the provisions of General Conditions F 14, Supplementary Conditions G 14, and related articles.

B 1.8 DISPUTED WORK

Note carefully the required procedure as to filing of any claims, Article F9.11 and G9.11.1.

B 1.9 MINIMUM WAGE RATES

Not less than prevailing rates promulgated by New Jersey Department of Labor and Industry, and, if the project is partially or totally financed with Federal Funds, prevailing Federal Wage Rates, whichever is greater.

B 1.10 VERBAL STATEMENTS NOT BINDING

The written terms and provisions of these documents supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the Specifications and Contract Documents.

B 1.11 LAYOUT SURVEY WORK BY CONTRACTOR

These Specifications provide for the furnishing of Primary Reference Points by the Owner. Horizontal and/or Vertical Control reference points are to be protected and maintained. Replacement of disturbed or destroyed reference points shall be by the Owner at the Contractor's expense. Construction layout controls shall be established from the primary reference points by the Contractor's Surveyor as a cost included in the respective Bid Prices.

B 1.12 WATER AND/OR POWER SUPPLY

Note carefully the project site(s) conditions and provisions of the Specifications with regard to supply of potable water and/or power to the site(s).

B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL

Pre-construction, Progress, and Final Construction Photographs are required and the cost of same shall be included in the respective Bid Prices.

B 1.14 JOB PROCEDURES

Note particularly the required Job Procedures.

B 1.15 MOBILIZATION TO SEVERAL WORK SITES

The work of this Contract may incorporate improvements at separate locations throughout the Municipality. All mobilization and demobilization costs, including the moving of men, materials and equipment from one improvement site to another improvement site, shall be included in the respective Bid Prices and no separate payment will be made for same.

B 1.16 NO PAYMENT FOR "DOWNTIME"

If in the course of the work of this project, significant "Changed Conditions" are encountered to the extent work must be temporarily halted, particularly due to unanticipated conflict with existing utilities or onset of weather conditions unfavorable to meet the requirements of the specifications, no payment will be considered for idle time of men or equipment.

In such instance of unanticipated utility conflict, if some should occur, the affected work element shall be halted and the Engineer and affected utility immediately notified. The Engineer shall have a reasonable time to inspect the site and determine the required course of action. It is the Contractor's responsibility to coordinate all utility relocation work with the affected utility company, the Owner, and the Engineer. Accordingly, the utility company shall have reasonable time to relocate an effected utility line. In such a situation, the Contractor may be entitled to an appropriate extension of time and possibly additional compensation for additional work, if any. In such instance of unanticipated utility conflict, the Engineer shall determine if there is a "Changed Condition" and his decision shall be binding upon the Contractor. A "Changed Condition" shall not include conditions shown on the Contract Plans or Drawings of which the Contractor should have been aware or which the Contractor should have investigated prior to commencing work. An application for an extension of time and/or extra compensation may be filed by the Contractor when the Contractor feels aggrieved by "Changed Conditions" which claim shall be decided by the Engineer.

SECTION B. INSTRUCTION TO BIDDERS

PART 2 - PREPARATION OF BID PROPOSALS

B 2.1 DOCUMENTS INTACT

Bids shall be prepared using the Proposal sheets in Section C of these Contract Documents. THE PROPOSAL SHOULD NOT BE REMOVED FROM THE BOOK AND PRESENTED BY ITSELF. These Contract Documents, together with the Consent of Surety, the Bid Security and all other required Bid submissions, shall be delivered in a sealed envelope bearing the title of the Contract and the name of the Bidder.

B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Drawings and Specifications and/or obtain any additional information deemed necessary to determine his Bid Price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the Bid Prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

In accordance with N.J.S.A. 40A:11-13, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

B 2.2.2 SITE EXAMINATION

Before submitting a Proposal, Bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this Contract in accordance with its requirements. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.3 REFERENCE MATERIALS AND INVESTIGATIONS

Reference is made to the General Requirements (Division 1) of the Specifications for the identification of those surveys, investigations, and reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work that have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Proposal each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid Price for performance of the Work within the terms of the Contract Documents.

B 2.2.4 FAMILIARITY WITH LAWS

Before submitting his Proposal, each Bidder shall fully familiarize himself with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine his Bid Price(s).

B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations as required by Sections B 2.2 through B 2.2.4, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

B 2.2.6 FEDERAL TAX AND STATE SALES TAX (WHERE APPLICABLE)

The Bidder is advised that no Federal Excise Taxes, State or local sales taxes shall be included in any Bid Prices or invoices. Exemption Certificates will be furnished upon request by the Owner.

B 2.3 ADDENDA AND INTERPRETATIONS

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

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

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

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

E. Pre-Bid Conference (If stated in the Notice to Bidders):

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

B 2.4 QUANTITIES APPROXIMATE

The Engineer's Estimate of quantities contained in the Proposal is approximate only and Bids shall be submitted upon the following express conditions, which shall apply to and become a part of every Bid received. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the accuracy of the estimate and shall not at any time after submission of their Bids, dispute such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

B 2.5 PROPOSAL FORMS

Proposal Forms must be completed legibly in ink or by typewriter. The Bid Price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence over numbers, and unit prices shall take precedence over total price extensions, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the Total Bid or Alternate Bid Price.

Any Bid which fails to name a price written both in words and figures, per unit of measurement, for each of the items for which quantities are given may be held to be irregular and may be rejected. All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Proposals that contain any omissions, alterations, additions or items not called for in the itemized Proposal, or that are unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as irregular.

All names must be typed or legibly printed in ink below the signature(s).

B 2.5.1 CORPORATIONS

Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer) and accompanied by evidence of authority of the individual to sign and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

B 2.5.2 PARTNERSHIPS

Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, his name and title must appear under his signature and the official address of the partnership must be shown below the signature.

B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

The Proposal shall contain an acknowledgment of receipt of any and all Addenda (the numbers of which shall be filled in on the Proposal Form).

B 2.7 BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

In the event the successful Bidder fails or refuses to execute and deliver the Contract and required bonds and policies or certificates of insurance within the time specified in the Notice of Award, the Owner may direct that the Bid Security deposited by such Bidder be forfeited as liquidated damages for such failure or refusal, and may annul the initial Notice of Award, and thereafter award to the next apparent lowest Bidder, or otherwise dispose of the Contract as permitted by law and best serving the Owner's interest. Nothing in the Specifications and Contract Documents shall prevent Owner from seeking recovery for actual damages exceeding the limit of the Bid Security.

B 2.8 CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

B 2.9 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as may be requested including information on all proposed subcontractors. The Owner reserves the right to reject any Bid if the evidence submitted or the investigation of such Bidder fails to satisfy the Owner that such a Bidder is properly qualified to

carry out the obligations of the Contract and to complete the work contemplated therein within the allotted Contract Time.

To demonstrate his qualifications for the project the Bidder is required to furnish, among other items, the following information with his Bid:

- a. A detailed list of the plant and equipment which the Bidder proposes to use, indicating which portions he already possesses, and, if requested in the Proposal, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating, which are general and which are special partners. If an individual, a statement of his residence.
- c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past ten years with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.
- d. A list of technically experienced employees in the various branches of the work Bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.
- e. If requested in the Proposal, furnish a certified or audited financial statements showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low Bidder.
- f. A detailed list of insurance companies from whom the bidder has secured insurance from for the past two (2) years for purposes of performing contract work, specifying whether or not the insurance has been cancelled at any time and setting forth the exact nature and extent of the cancellation, including whether or not the cancellation was the result of a failure to pay insurance premiums or to otherwise qualify for insurance, together with a statement setting forth the number of days of delay caused by insurance cancellation.

B 2.10 NON-COLLUSION AFFIDAVIT

All Bidders must execute the Non-Collusion Affidavit and furnish same with their Bid Proposal on the form provided (see also B 1.3 H).

B 2.11 DELETED

B 2.12 CORPORATE RESOLUTION

All Bidders who are corporations must execute a corporate resolution, in substantially the same form as that included in the Proposal, identifying and providing authority for the individuals signing the Proposal to submit the Bid on behalf of the corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of the said corporation.

B 2.13 SUBCONTRACT WORK

If the Bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A.34:11-56.37 and N.J.S.A.34:11-56.38. A list of debarred contractors from the New Jersey State Department of Labor is available from the Engineer. The Contractor should contact the State Department of Labor for the most current list available.

Before submitting a bid, the Bidder shall completely familiarize themselves with Section 40A:11-16 of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11). If the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus steam power plants and kindred work, electrical work, structural steel and ornamental iron work, the name and address and license number (if applicable) of each subcontractor to be used for each of these categories of work shall be listed on the form provided in the proposal.

Submission of the names and addresses of the subcontractors as required by N.J.S.A. 40A:11-16 is essential and non-waiveable. Bidders and subcontractors are also required to comply with all provisions of the Public Works Contractor Registration Act.

Where more than one subcontractor is listed for any one of the above mentioned trades, the bidder must submit a signed certificate setting forth the scope of work for which each subcontractor has submitted a price quote and which the bidder has agreed to award to each such subcontractor if the bidder is awarded the contract. This

certificate must be submitted with the bid. Failure to comply with these statutory requirements will result in the bid being deemed non-responsive and an award made to the next lowest responsive bidder.

In the Bid Proposal, on the form provided, the Bidder should indicate other items he intends to subcontract and the aggregate value of the intended subcontract work. Failure to list other subcontractors shall result in the bid being deemed non-responsive. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the Contractor by all applicable provisions of the Contract Documents as provided in Section G - Supplementary Conditions.

In accordance with section B 2.9 of these specifications, Bidders should be prepared to provide additional information regarding any and all subcontractors, if requested, to assist in determining the ability of the bidder to perform the work.

B 2.14 SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular mail, overnight mail or courier/shipper services. If the bid is sent by express mail service, the designation in C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

B 2.15 BRAND NAMES OR EQUIVALENT, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names or equivalent and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION B. INSTRUCTION TO BIDDERS

PART 3 - OPENING OF BIDS, COMPARISON, AWARD AND EXECUTION OF CONTRACT

B 3.1 OPENING OF BIDS

Bids will be publicly opened and read aloud at the local prevailing time and place identified in the Advertisement and Notice to Bidders, or at such postponed local prevailing time and place identified in any formal addenda issued by the Owner prior to the time set for such opening.

B 3.2 WITHDRAWAL OF BIDS

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to **Michael Muscillo, Interim Borough Administrator, Borough of Highlands, 42 Shore Drive, Highlands, NJ 07732.** The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, **Michael Muscillo, Interim Borough Administrator** may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

Proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item multiplied by the corresponding unit prices, and including any lump sum prices or allowances on individual items, in accordance with the estimate of quantities set forth in the Proposal form, and including the correction of any conflicts or discrepancies as provided in Article B 2.5.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, the information requested in B 2.9, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the Bid Forms. The Owner may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents and to provide assurances to Owner's satisfaction within the prescribed time for completion of the contract.

Included with the Bids, the Owner requests information regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of equipment which may have significant bearing upon the Bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

B 3.4 METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the proposal and form of contract. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section B 3.13, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

B 3.5 CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- H. Bid is determined not to be lowest responsible bid.

B 3.6 UNBALANCED BIDS, INFORMALITIES AND/OR IRREGULARITIES

The Owner may reject bids determined to be unbalanced in that the bidder "front loads" a higher percentage of the overall bid price for items to be completed early in the project than can be justified for such bid items.

The Owner may consider informal, or irregular, any Bid not prepared and submitted in accordance with the provisions stipulated.

The Owner reserves the right to waive any informalities in the Bids, and the right to disregard any and all non-conforming or conditional Bids or counter proposals.

B 3.7 AWARD OF CONTRACT

As defined herein, experienced, competent, responsibility and availability of the Bidder shall include, but not be limited to, satisfactory completion of the information requested in B 2.9 and the demonstration that the Bidder is able to complete the project in a timely manner, has a history of completing projects in a timely manner and demonstrates financial responsibility, including, but not limited to, a history of consistent insurability and bonding without cancellation.

If the Contract is awarded, after comparison of the amounts of the various Bids and evaluation of the experience, competence, responsibility and availability of the Bidders, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by the Owner indicates acceptance of said Bid will best serve Owner's interest, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of Bids.

B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer or Purchasing Agent will furnish the successful Bidder with three (3) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful Bidder (all three copies) and return of same, together with required original bonds and insurance policies and/or certificates and any other requirements of the Notice of Award, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

B 3.9 CONSTRUCTION DRAWINGS ISSUED BY OWNER

After the award and prior to signing of the Contract, the Engineer will furnish the successful Bidder with a complete set of Drawings designated "For Construction". These Drawings will incorporate revisions made by addendum during the Bidding period, dimensional changes and any other changes and additions needed to clarify or correct the drawings used for Bidding purposes. The successful Bidder shall review these revised Drawings and if he takes exception to any of the changes made, he shall notify the Owner in writing accordingly prior to the signing of the Contract.

B 3.10 BONDS

All bonds are subject to the review and approval of the Borough Solicitor's office.

PERFORMANCE BOND

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

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

LABOR AND MATERIAL (PAYMENT) BOND

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

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

MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount equal to 15% of the project costs (final contract amount) guaranteeing against defective quality of work or materials for the period of two (2) years.

B 3.11 INSURANCE

Also see B 1.4

Insurance policies and/or certificates of insurance providing not less than the required types and amounts of coverage as required by the Supplementary Conditions - Section G of the Contract Documents, and issued by an acceptable insurance company licensed to provide such insurance in the State of New Jersey, shall be furnished with the aforementioned Contract Documents, including fully executed Contract Agreement, and required bond(s), and within 10 days of receipt of the "Notice of Award".

All such certificates or policies of insurance must provide for not less than thirty (30) days notice to the Owner and Engineer of any pending modification, cancellation, or reduction of the coverage provided. Any statement of cancellation shall include the reason for cancellation. If and in the event insurance is canceled during the contract due to the action or inaction of the Contractor or non-payment of premium by the Contractor, then the Contractor shall be charged five-hundred dollars (\$500.00) to defray the administrative cost and expense of the Engineer and Attorney for the Owner for each new policy and certificate that must be reviewed and approved.

B 3.12 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances.

The Owner and Engineer in making copies of the Contract Documents available to prospective Bidders do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

B 3.13 TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

B 3.14 PAYMENT

If in the course of the work of this project, significant "Changed Conditions" are encountered to the extent work must be temporarily halted, particularly due to unanticipated conflict with existing utilities or onset of weather conditions unfavorable to meet the requirements of the specifications, no payment will be considered for idle time of men or equipment.

In such instance of unanticipated utility conflict, if same should occur, the affected work element shall be halted and the Engineer and affected utility immediately notified. The Engineer shall have a reasonable time to inspect the site and determine the required course of action. It is the Contractor's responsibility to coordinate all utility relocation work with the affected utility company, the Owner, and the Engineer. Accordingly, the utility company shall have reasonable time to relocate an effected utility line. In such a situation, the Contractor may be entitled to an appropriate extension of time and possibly additional compensation for additional work, if any. In such instance of unanticipated utility conflict, the Engineer shall determine if there is a "Changed Condition" and his decision shall be binding upon the Contractor. A "Changed Condition" shall not include conditions shown on the Contract Plans or Drawings of which the Contractor should have been aware or which the Contractor should have investigated prior to commencing work. An application for an extension of time and/or extra compensation may be filed by the Contractor when the Contractor feels aggrieved by "Changed Conditions" which claim shall be decided by the Engineer.

PROPOSAL AND SCHEDULE OF BIDS

BIDDERS PROPOSAL

PROJECT IDENTIFICATION:**IMPROVEMENTS TO SNUG HARBOR PARK**THIS BID IS SUBMITTED TO:

Borough of Highlands
 Administrative Offices
 42 Shore Drive
 Highlands, New Jersey 07732

 BIDDERS NAME

- C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
- C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- a. BIDDER has examined copies of all the Bidding Documents and of any Addenda.
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents as provided in paragraph F 4.2 of the General Conditions, and accepts the determination set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph F 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

PROPOSAL AND SCHEDULE OF BIDS

- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over OWNER.
- i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

	<u>ITEM</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
[1]	Contractor's Field Office is		X
[2]	Engineer's Field Office is		X
[3]	Project Photographs are	X	
[4]	Owner's Protective Insurance Policy		X
[5]	Owner and Engineers named as Co-Insured parties on Contractor's Liability Insurance policies is	X	
[6]	A Performance and payment Bond in the amount of 100% of the contract amount is	X	
[7]	A Two-Year Maintenance Bond in the amount of 15% of the contract amount is	X	
[8]	Project is partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is		X
[9]	Project sign is	X	
[10]	Public Works Contractors Registration (PL 1999x.238) Compliance	X	
[11]	Uniformed Law Enforcement Officers (traffic directors)	X	

- j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.
- k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.

C 4. The mandatory requirements have been completed and are included on the following pages.

PROPOSAL AND SCHEDULE OF BIDS

BID DOCUMENT SUBMISSION CHECKLIST
BOROUGH OF HIGHLANDS
IMPROVEMENTS TO SNUG HARBOR PARK

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

Required with Submission of Bid if Checked		Initial each item Submitted with Bid
√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
√	Disclosure of Investment Activities in Iran pursuant to PL 2012, c. 25	
√	Stockholder Disclosure Certificate	
√	Proposal and Schedule of Bid Prices	

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

Required with submission of bid	Initial each item submitted with bid (Bidder's initials)	Required with submission of bid	Initial each item submitted with bid (Bidder's initials)
√	A Bid Proposal Form	√	Affirmative Action Requirements
√	Bidder's Qualification Sheet		Bidders Personnel
√	Checklist of required documents signed below	√	Submission of a Non-Collusion Affidavit (this form must be Notarized)
√	Experience Sheet	√	Resolution of Authorization if Bidder is a Corporation
√	Corporate Disclosure Statement	√	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment
√	Comply with ADA Requirements	√	Corporate Resolution (if applicable)
√	Business Registration Certificate for General & All Subcontractors	√	Certificate of Insurance Experience

All items in Section A as well as Section B are required to be submitted at the time of the bid opening.
The following items, as checked, shall be required after award of the contract:

Performance Bonds	√
Certification of Insurance	√
Signed Contracts	√
Maintenance Bond	√
State Public Works Contractors Registration for General & All Subcontractors	√

PROPOSAL AND SCHEDULE OF BIDS

If you are chosen as the lowest responsible bidder, you will be required to provide a copy of the State Public Works Contractors Registration Certificate. Contractors must be registered before the date of the bid.

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

PROPOSAL AND SCHEDULE OF BIDS

ACKNOWLEDGEMENT OF ADDENDA AND/OR NOTICE CERTIFICATE

Receipt of the following addenda and/or notice(s) is hereby acknowledged:

(Bidder to fill in)

<u>Number</u>	<u>Date Issued</u>

_____ No Addenda and/or Notices received.

Bidder

By (Print Name and Title)

Signature

PROPOSAL AND SCHEDULE OF BIDS

BID SECURITY

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

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's check _____
- C. Cash _____

the amount of _____ (\$ _____)

payable to Borough of Highlands

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

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

- An Individual _____
- A Partnership _____
- A Corporation _____

of _____ having principal offices at

PROPOSAL AND SCHEDULE OF BIDS

CONSENT OF SURETY

In consideration of the premises and of one dollar to it in hand paid by the _____, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made; be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Owner and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded it will pay, on demand, to the said Owner any difference between the sum bid by said corporation, person or persons and the sum which the said Owner may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ day of _____ 20_____.

ATTEST:

BY _____

Surety (SEAL)

ATTEST:

BY _____
Title

PROPOSAL AND SCHEDULE OF BIDS

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

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

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

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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

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

Subscribed and sworn to

before me this day

 Signature

_____, 2 _____

 (Type or print name of affiant under signature)

 Notary public of

My Commission expires _____

(Seal)

PROPOSAL AND SCHEDULE OF BIDS

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

PROPOSAL AND SCHEDULE OF BIDS

CERTIFICATE OF EXPERIENCE

_____ hereby certify that
_____ have performed
the following work of similar scope within the last five (5) years:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

NAME OF PROJECT:

OWNER:

CONTACT NAME:

CONTACT PHONE NUMBER:

CONTRACT AMOUNT:

SCOPE OF WORK:

COPY THIS FORM FOR ADDITIONAL PROJECTS AND ALL SUBCONTRACTORS

BIDDER

BY

TITLE

_____ hereby certify that
_____ have performed
the following work within the last two (2) years

[illegible]

TITLE _____

CERTIFICATE OF EQUIPMENT

_(Name of Bidder)

hereby Certify that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

QUANTITY	DESCRIPTION AND CAPACITY	YEAR	CONDITION
----------	--------------------------	------	-----------

BIDDER

BY

TITLE

PROPOSAL AND SCHEDULE OF BIDS

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

GOODS AND SERVICES CONTRACTS

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of the Americans with Disabilities Act of 1990 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of the Americans with Disabilities Act of 1990.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

The contractor or subcontractor 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (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

PROPOSAL AND SCHEDULE OF BIDS

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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

PROPOSAL AND SCHEDULE OF BIDS

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PROPOSAL AND SCHEDULE OF BIDS

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

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

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

_____ at a meeting of its Board of

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

SEAL OF CORPORATION
(if applicable)

Secretary

PROPOSAL AND SCHEDULE OF BIDS

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ Bidder/Offeror: _____

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certificate below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AND ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

PROPOSAL AND SCHEDULE OF BIDS

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey 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 State to notify the State in writing of any changes to the answers to 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

PROPOSAL AND SCHEDULE OF BIDS



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melll Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipet)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: July 1, 2021

PROPOSAL AND SCHEDULE OF BIDS

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF PLUMBING WORK

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with NJSA 45:14C-2 and NJAC 13:32-1.3. These provisions require that plumbing work on such a contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity.

Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the entity submitting the bid. Alternatively, if a bidder intends to perform such work through use of a subcontractor, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the subcontractor.

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF SPECIALTY TRADE WORK

In the event a general contractor will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, the general contractor must complete all of the sections on the following form in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. If the contract does not involve any of the specialty trade categories, insert the word "NONE" in each appropriate space provided. The completed form must be submitted with the general contractor's bid.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories set forth on the following form shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the specialty trade categories set forth on the following form through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

PROPOSAL AND SCHEDULE OF BIDS

IDENTIFICATION OF SUBCONTRACTORS PER N.J.S.A. 40A:11-16

Subcontractors of the four (4) trade categories listed on this page must be set forth in accordance with N.J.S.A. 40A:11-16. If the contract does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

DO NOT LEAVE ANY SPACE BLANK (see instructions on previous page)

1. Plumbing and Gas Fitting and All Kindred Work **(Not Required By Contract):**

Name: _____

Address: _____

License Number(s): _____ Name(s) of License Holder(s): _____

2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work **(Not Required By Contract):**

Name: _____

Address: _____

License Number: Not Applicable

3. Electrical Work **(Not Required By Contract):**

Name: _____

Address: _____

License Number(s): _____ Name(s) of License Holder(s): _____

4. Structural Steel and Ornamental Iron Work **(Not Required By Contract):**

Name: _____

Address: _____

License Number: Not Applicable

Bidder

By (name and title)

Signature

PROPOSAL AND SCHEDULE OF BIDS

IDENTIFICATION OF OTHER SUBCONTRACTORS

In addition to listing the subcontractors required by NJSA 40A:11-16 on the previous page, it is requested the bidder list the name and the address of the subcontractors intended to perform other categories of work on this project. Failure to list all other subcontractors may result in the bid being deemed non-responsive and subject to rejection.

<u>CATEGORY</u>	<u>NAME AND ADDRESS</u>
DRAINAGE AND PIPE CONTRACTOR	<hr/> <hr/> <hr/>
PAVING CONTRACTOR	<hr/> <hr/> <hr/>
CONCRETE CONTRACTOR	<hr/> <hr/> <hr/>
LANDSCAPING CONTRACTOR	<hr/> <hr/> <hr/>
OTHER (SPECIFY)	<hr/> <hr/> <hr/>
OTHER (SPECIFY)	<hr/> <hr/> <hr/>
OTHER (SPECIFY)	<hr/> <hr/> <hr/>
OTHER (SPECIFY)	<hr/> <hr/> <hr/>

EXPERIENCE STATEMENTS SHOULD BE PROVIDED FOR ALL LISTED CONTRACTORS OR SUBCONTRACTORS IN THE FORM SET FORTH AT PAGE C-11.

PROPOSAL AND SCHEDULE OF BIDS

BIDDERS DATA SHEET

By _____ (SEAL)
 (Name of Individual, Partnership, Corporation, LLC, or Joint Venture*)

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Joint Venture

doing business as _____

 (State of Incorporation)

By _____
 (Name and Title of Person Authorized to Sign)

 (Signature)

Attest _____
 (Secretary)

*If Bidder is joint venture, each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.

Contact Information

Project Manager: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Mobile Phone: _____ Email Address: _____

PROPOSAL AND SCHEDULE OF BIDS

SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEM

The contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any incidental or additional material, services or appurtenances not specifically described in the specifications but required to satisfactorily complete the project, (Bid Item 42). All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for any unknown items of work.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing work not specified. To qualify for payment, work must be ordered by the Engineer in writing.

The contractor shall allow \$10,000.00 for this item to cover the work in Bid Item 42. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of any portion of the allowance. If no work is done under this item, the full amount of \$10,000.00 shall not be paid by the Owner to the contractor.

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
1.	Clearing Site (Maximum Bid Price \$20,000.00)		
	1 Lump Sum	\$_____/LS	\$_____
		Figures	Figures
	WRITE UNIT PRICE BID: _____		
			PER LUMP SUM
2.	Removal of Curb or Curb and Gutter (including sawcutting)		
	210 Linear Feet	\$_____/LF	\$_____
		Figures	Figures
	WRITE UNIT PRICE BID: _____		
			PER LINEAR FOOT
3.	Removal of Existing Drainage Pipe		
	285 Linear Feet	\$_____/LF	\$_____
		Figures	Figures
	WRITE UNIT PRICE BID: _____		
			PER LINEAR FOOT
4.	Remove Existing Concrete Pad		
	140 Square Yards	\$_____/SY	\$_____
		Figures	Figures
	WRITE UNIT PRICE BID: _____		
			PER SQUARE YARD
5.	Excavation, Unclassified		
	400 Cubic Yards	\$_____/CY	\$_____
		Figures	Figures
	WRITE UNIT PRICE BID: _____		
			PER CUBIC YARD

SUBTOTAL FORWARD (\$_____)

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	--

6. Disposal of Regulated Materials (If and Where Ordered)

400 Cubic Yards	\$ _____/CY	\$ _____
	Figures	Figures

WRITE UNIT PRICE BID: _____ PER CUBIC YARD

7. Dense Graded Aggregate Base Course, 6" Thick

10 Cubic Yards	\$ _____/CY	\$ _____
	Figures	Figures

WRITE UNIT PRICE BID: _____ PER CUBIC YARD

8. Compacted 3/4" Clean Stone Subbase Course, 6" Thick

315 Square Yards	\$_____ /SY	\$_____
	Figures	Figures

WRITE UNIT PRICE BID: _____ PER SQUARE YARD

9. Remove and Replace Asphalt Base and Surface (If and Where Ordered)

275 Square Yards	\$ _____/SY	\$ _____
	Figures	Figures

WRITE UNIT PRICE BID: _____ PER SQUARE YARD

10. Hot Mix Asphalt Crack Sealing (If and Where Ordered)

1,250 Linear Feet	\$_____ /LF	\$_____
	Figures	Figures

WRITE UNIT PRICE BID: _____ PER LINEAR FOOT

SUBTOTAL FORWARD (\$_____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
11.	Hot Mix Asphalt Milling. 3" or Less		
	930 Square Yards	\$_____/SY	\$_____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER SQUARE YARD
12.	Hot Mix Asphalt 19M64 Base Course, 4" Thick		
	20 Tons	\$_____/TN	\$_____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER TON
13.	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick		
	120 Tons	\$_____/TN	\$_____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER TON
14.	4" Perforated HDPE Pipe, including, Excavation, Bedding, and Backfill		
	100 Linear Feet	\$_____/LF	\$_____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER LINEAR FOOT
15.	8" HDPE Pipe, Including Dewatering, Excavation, Bedding, and Backfill		
	225 Linear Feet	\$_____/LF	\$_____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER LINEAR FOOT

SUBTOTAL FORWARD (\$_____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
16.	Reconstruct Yard Inlet		
	2 Units	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER UNIT
17.	Inlet, Type A		
	2 Units	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER UNIT
18.	Reconstruct Inlet, Type A, Using New Casting		
	1 Unit	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER UNIT
19.	Remove and Replace 10' High Vinyl Coated Chain Link Fabric		
	660 Linear Feet	\$ _____ /LF	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER LINEAR FOOT
20.	Strip and Paint Existing 10' High Fence Posts		
	1 Lump Sum	\$ _____ /LS	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER LUMP SUM

SUBTOTAL FORWARD (\$ _____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	--

21. Certified Clean Fill, NJDOT Type I-13

240 Cubic Yards \$_____/CY \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER CUBIC YARD

22. Demarcation Geotextile

660 Square Yards \$_____/SY \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE YARD

23. Demarcation Netting

440 Square Yards \$_____/SY \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE YARD

24. Concrete Sidewalk, 4" Thick

385 Square Yards \$_____/SY \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE YARD

25. Detectable Warning Surface

4 Square Yards \$_____/SY \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE YARD

SUBTOTAL FORWARD (\$_____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	--

26. 8"x18" Concrete Vertical Curb

170 Linear Feet \$_____/LF \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER LINEAR FOOT

27. 6"x18" Concrete Vertical Curb

250 Linear Feet \$_____/LF \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER LINEAR FOOT

28. Traffic Stripes, Long Life, Epoxy Resin, 4" Wide

770 Linear Feet \$_____/LF \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER LINEAR FOOT

29. Traffic Markings, Thermoplastic

85 Square Feet \$_____/SF \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE FOOT

30. Regulatory and Warning Sign

10 Square Feet \$_____/SF \$_____

 Figures Figures

WRITE UNIT PRICE BID: _____

PER SQUARE FOOT

SUBTOTAL FORWARD (\$_____)

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
31.	Furnish and Install Handicap Parking Sign		
	2 Units	\$ _____/UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT
32.	Furnish and Install Concrete Wheel Stop		
	25 Units	\$ _____/UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT
33.	Furnish and Install Picnic Table, Including Concrete Pad		
	1 Unit	\$ _____/UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT
34.	Furnish and Install ADA Picnic Table, Including Concrete Pad		
	1 Unit	\$ _____/UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT
35.	Furnish and Install 5-Loop Bike Rack, Including Concrete Pad		
	2 Units	\$ _____/UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT

SUBTOTAL FORWARD (\$_____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
36.	Furnish and Install Tennis Court Equipment Set, including Posts, Nets, Ground Sleeves, Center Tie-Down Anchors, and Adjustable Center Strap		
	1 Unit	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT

37.	Furnish and Install Trash/Recycling Receptacle, Including Concrete Pad		
	2 Units	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT

38.	Reinstall Existing Bench, Including Concrete Pad		
	3 Units	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT

39.	Relocate Existing Tot-Lot Net Structure, including New Concrete Foundations		
	1 Lump Sum	\$ _____ /LS	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER LUMP SUM

40.	Removal and Furnish and Install Solar Luminaire, Including Concrete Foundation		
	1 Unit	\$ _____ /UN	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			PER UNIT

SUBTOTAL FORWARD (\$ _____)

PROPOSAL AND SCHEDULE OF BIDS

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
41.	4" Topsoil, Fertilize, Line, and Seed All disturbed Area		
	350 Square Yards	\$ _____/SY	\$ _____
		Figures	Figures
WRITE UNIT PRICE BID: _____			
			PER SQUARE YARD
42.	Allowance for Work Not Specified		
	1 Allowance	\$ 10,000.00 /AL	\$ 10,000.00
		Figures	Figures
WRITE UNIT PRICE BID: Ten Thousand Dollars and Zero Cents			
			PER ALLOWANCE

SUBTOTAL FORWARD (\$ _____)

PROPOSAL AND SCHEDULE OF BIDS

Total of Prices Bid based upon Estimated Quantities for above listed **Items 1 through 42** inclusive.

(Amount – Figures) Dollars.

(Amount – Written)

TIME FOR COMPLETION of this Contract is **75** calendar days.

Quantities are not guaranteed. Final payment will be based on actual quantities.

C 5. BIDDER agrees that the Work will be substantially complete within **60** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within **75** calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

C 6. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

BIDDER NAME_____

MAILING ADDRESS_____

C 7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract include as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20_____.

NOTICE OF AWARDDated:

TO: _____
(Bidder)

ADDRESS: _____

OWNER'S PROJECT NO. **HHI00201.01**

PROJECT: **IMPROVEMENTS TO SNUG HARBOR PARK**

OWNER'S CONTRACT NO. **HHI00201.01**

CONTRACT FOR _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Bid Items **1** through **40**. The Contract Price of your contract is _____.

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B1.3.6) General Conditions (paragraph F5.1) and Supplementary Conditions (paragraph G5.1).
3. Other conditions:
 - A. Certificates of insurance in not less than the required amounts, types and form per F5.3 and G5.3.7, inclusive.
 - B. Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.3.2.
 - C. Progress schedule per F2.6, G2.6.4 and 1-2.6. Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

BOROUGH OF HIGHLANDS, NEW JERSEY
(Owner)

BY _____
(Authorized Signature)

Gregory R. Valesi, PE, PP, CME, CFM
Borough Engineer

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____	_____	_____
Printed Name	Signature	Date

Title		

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED SUM

THIS AGREEMENT made as of the _____ day of _____ in the year 20____ by and between:

THE BOROUGH OF HIGHLANDS, MONMOUTH COUNTY, NEW JERSEY
42 SHORE DRIVE, HIGHLANDS, NJ 07732
(hereinafter called OWNER)

and

(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of the parking lot resurfacing, installation of concrete sidewalk, and playground installation at Snug Harbor Park. Approximate construction quantities include 120 tons of HMA surface course, 420 LF of concrete curb, 385 SY of 4" concrete sidewalk, 240 CY Certified Clean fill, 440 SY of Demarcation Netting, 660 SY of Demarcation Geotextile, 120 LF of 4" HDPE Drainage Pipe, 350 CY of 4" Topsoil, and other associated work.

D 2. ENGINEER. The Project has been designed by:

Gregory R. Valesi, PE, PP, CME, CFM, CPWM
CME ASSOCIATES
1460 Route 9 South
Howell, New Jersey 07731

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. This contract time is of the essence for substantial completion within 60 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions or modified in the Supplementary Conditions and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 75 days from the date when the contract time commences to run. If the work is not fully operational within 75 calendar days, the contractor shall be subjected to liquidated damages in the amount of \$500.00 per day which is the cost associated with delay only.

OWNER and CONTRACTOR have agreed upon these liquidated damages in recognition of the difficulty in calculating actual damages which will be suffered on account of delay in completion of the work within the time required and as a reasonable estimate of such damages, not as a penalty. Nothing, however, shall prevent OWNER from recovering against CONTRACTOR actual damages suffered by reason other than delay in completion of the work within the time required.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

SEE PROPOSAL BID FORM

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

D 6. PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the 4th Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions and Supplemental General Conditions Section 14.2.1.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

98% of the Work completed

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the Work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- D 7.1. This Agreement,
- D 7.2. Exhibits to this Agreement (if any),
- D 7.3. CONTRACTOR'S Bid and Bonds,
- D 7.4. Notice of Award,
- D 7.5. Instructions to Bidders,
- D 7.6. General Conditions,
- D 7.7. Supplementary Conditions,
- D 7.8. Specifications - Divisions 1 and 2
- D 7.9. Appendices as listed in Section "H" of the Contract Documents,
- D 7.10. Special Provisions
- D 7.11. Addenda number __through__ inclusive, and
- D 7.12. Any modifications, Including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER.

- D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

D 9. OTHER PROVISIONS

- D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H - Contract Drawings.
- D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.
- D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.
- D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

- D 9.5. Equal Employment Opportunity/Affirmative Action. Refer to Section B 2.12.
- D 9.6. State Grant Funds. When a contractor is partially funded by a State Grant:

CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

The Agreement will be effective on _____, 20____.

OWNER: BOROUGH OF HIGHLANDS

CONTRACTOR: _____

BY: CAROLYN BROULLON
(NAME)

(NAME)

MAYOR
(TITLE)

(TITLE)

(SIGNATURE)

(SIGNATURE)

ATTEST _____
Michelle Hutchinson, BOROUGH CLERK

ATTEST _____
(CORPORATE SECRETARY)

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

Borough of Highlands
ATTN: Michelle Hutchinson, RMC, CMR
42 Shore Drive
Highlands, NJ 07732

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

OWNER'S SEAL

CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

_____ as Principal and _____

_____ as Sureties, are hereby held and firmly bound unto the Borough of Highlands in the penal sum of _____ Dollars, 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 above named principal did on the _____ day of _____ 20 _____, enter into a contract with the Borough of Highlands which said contract is made a part of this the bond the same as though set forth herein;

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

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJS 2A:44-147, to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

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

ATTEST:

(Principal) Secretary
or Witness as to Principal

Principal (Contractor)

BY: _____(S)

(Typed Name)

(Address)

ATTEST:

(Surety) Secretary
or Witness as to Surety

(SEAL)

Surety

BY: _____(S)

Attorney-in-Fact

(Typed Name)

(Address)

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

APPROVAL OF BOND

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

SIGNED BY _____

SIGNATURE _____(S)

TITLE _____

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

SECTION E

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

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

Signed this ____ day of _____, 20____.

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

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors and corporations
 furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any
 authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline,
 repairs on machinery, equipment and tools, consumed or used in connection with such work, and all insurance
 premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we
 agreeing and assenting that this undertaking shall be for the benefit of the obligee herein; then this obligation shall
 be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the
 liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation
 as herein stated.

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

 Principal

 Surety

(seal)
 (acknowledgments)

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

NOTICE TO PROCEED

Dated: _____, 2021

TO: _____
(Bidder)ADDRESS: _____
_____OWNER'S PROJECT NO. **HHI00201.01**PROJECT: **IMPROVEMENTS TO SNUG HARBOR PARK**OWNER'S CONTRACT NO. **HHI00201.01**

CONTRACT FOR \$ _____

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

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

Also before you may start any Work at the site, you must:
(add other requirements)

Provide Project ScheduleProvide Shop Drawings:

Borough of Highlands
(Owner)

By: _____
(Authorized Signature)

Gregory R. Valesi, PP, PE, CME, CFM, CPWM

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

GENERAL CONDITIONS

SECTION F

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GENERAL CONDITIONS

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ARTICLE 1—DEFINITIONS ALSO SEE G1.1

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

F1.1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

F1.2. Agreement—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

F1.3. Application for Payment—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

F1.4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

F1.5. Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

F1.6. Bidding Documents—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

F1.7. Bidding Requirements—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

F1.8. Bonds—Performance and Payment bonds and other instruments of security.

F1.9. Change Order—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

F1.10. Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agree-

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

F1.11. Contract Price—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

F1.12. Contract Times—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

F1.13. CONTRACTOR—The person, firm or corporation with whom OWNER has entered into the Agreement.

F1.14. defective—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

F1.15. Drawings—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

F1.16. Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

F1.17. ENGINEER—The person, firm or corporation named as such in the Agreement.

F1.18. ENGINEER's Consultant—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

F1.19. Field Order—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

F1.20. *General Requirements*—Sections of Division I of the Specifications.

F1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

F1.22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

F1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

F1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

F1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

F1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

F1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

F1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

F1.29. *PCBs*—Polychlorinated biphenyls.

F1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

F1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

F1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

F1.33. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

F1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

F1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

F1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

F1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

F1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

F1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

F1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

F1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

F1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

F1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

F1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

F1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

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ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

F2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

F2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

F2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. ALSO SEE G2.3

Starting the Work:

F 2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

F 2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof. ALSO SEE G2.5.1

F 2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

F 2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

F 2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

F 2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. ALSO SEE G2.6.4 & 1-2.6

F2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

F2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

F 2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

F-3

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

F 3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. ALSO SEE G3.1.1

F 3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifi-

cations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

F 3.3. *Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

F3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

F3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

F 3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

F3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

F3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

F 3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

F 3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

F 3.5.1. a formal Written Amendment,

F 3.5.2. a Change Order (pursuant to paragraph 10.4), or

F 3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

F 3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

F 3.6.1. a Field Order (pursuant to paragraph 9.5),

F 3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

F 3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

F 3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

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ARTICLE 4—AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

F 4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. ALSO SEE 1-4.1

F 4.2. Subsurface and Physical Conditions:

F 4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

F 4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

F 4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

F 4.2.2. *Limited Reliance by CONTRACTOR Authorized; Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

F 4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

F 4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

F 4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

F4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

F 4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

F 4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

F 4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

F 4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

F4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

F 4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

F 4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

F4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

F4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

F4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

F4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

F 4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

F 4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

F 4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

F 4.3. *Physical Conditions—Underground Facilities:*

F 4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

F 4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

F 4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

F 4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

F 4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations

without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. ALSO SEE 1-4.

F 4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

F 4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

F 4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

F 4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

F 4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

F 4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

F-5 ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

F5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. ALSO SEE G5.1

F5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

F 5.3. Licensed Sureties and Insurers; Certificates of Insurance:

F 5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance

companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

F5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

F 5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

F 5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

F 5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

F 5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

F 5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

F 5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

F 5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

F 5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

F 5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

F 5.4.9. include completed operations insurance;

F 5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

F 5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

F 5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12; and

F 5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter). ALSO SEE G 5.3

OWNER's Liability Insurance:

F 5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

F 5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance

upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

F 5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

F 5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

F 5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

F 5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

F 5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

F 5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

F 5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

F5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

F 5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

F 5.11. Waiver of Rights:

F5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

F5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

F 5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

F 5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

F5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

F 5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

F 5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance:

F 5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

F 6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

F6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR. ALSO SEE G6.2

Labor, Materials and Equipment:

F6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and

CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER. ALSO SEE G6.3.1, G6.3, 1-6.3

F 6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. ALSO SEE 1-6.4.1 TO 1-6.4.5

F 6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

F 6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

F 6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

F 6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

F 6.7. *Substitutes and "Or-Equal" Items:*

F 6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

F 6.7.1.1. *"Or-Equal"*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

F 6.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute. ALSO SEE G6.7.1

F 6.7.1.3. *CONTRACTOR's Expense*: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

F 6.7.2. *Substitute Construction Methods or Procedures*: If a specific means, method, technique, sequence or procedure of

construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

F 6.7.3. *Engineer's Evaluation*: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

F 6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. ALSO SEE G6.8.1

F 6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

ALSO SEE G6.8.2

F 6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

F 6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

F 6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

F 6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

F 6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance

of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

F 6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

F 6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

F 6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2. ALSO SEE G6.14.3

Taxes:

F 6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

F 6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

F 6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

ALSO SEE 1-6.17.1 & 1-6.17.2

F 6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

F 6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of

the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

F 6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

F 6.20.1. all persons on the Work site or who may be affected by the Work;

F 6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and ALSO SEE 1-6.20.2

F 6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. ALSO SEE 1-6.20.3.1 & 1-6.20.3.2

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). ALSO SEE G6.20.4, 1-6.20.4, 1-6.20.4.1 & 1-6.20.4.2

Safety Representative:

F 6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

F 6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

F 6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

F 6.24. Shop Drawings and Samples:

F 6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

ALSO SEE 1-6.23.1

F 6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

F 6.25. Submittal Procedures:

F 6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

F 6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

F 6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

F 6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

F 6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

F 6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

F 6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

F 6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

F 6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

F 6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing. ALSO SEE G6.29.1

F 6.30. CONTRACTOR's General Warranty and Guarantee:

F 6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

F 6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

F 6.30.1.2. normal wear and tear under normal usage.

F 6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

F 6.30.2.1. observations by ENGINEER;

F 6.30.2.3. recommendation of any progress or final payment by ENGINEER;

F 6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

F 6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

F 6.30.2.5. any acceptance by OWNER or any failure to do so;

F 6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

F 6.30.2.7. any inspection, test or approval by others; or

F 6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

F 6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

ALSO SEE G6.30

F 6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

F 6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

F 6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

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ARTICLE 7—OTHER WORK

Related Work at Site:

F 7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

F 7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

F 7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

F 7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

F 7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

F 7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

F 7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

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ARTICLE 8—OWNER'S RESPONSIBILITIES

F 8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

F 8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

F 8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

F 8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

F 8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

F 8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

F 8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

F 8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

F 8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

F 8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

F 9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

F 9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or

observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

F 9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

F 9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12. SEE ALSO G9.4.1

Authorized Variations in Work:

F 9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

F 9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

F 9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

F 9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

F 9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

F 9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

F 9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. ALSO SEE G9.11.1

F 9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

F 9.13. Limitations on ENGINEER's Authority and Responsibilities:

F 9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

F 9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

F 9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

F 9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

F 9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

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ARTICLE 10—CHANGES IN THE WORK

F 10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

F 10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

F 10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

F 10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

F10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

F 10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

F 10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

F 10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

F-11

ARTICLE 11—CHANGE OF CONTRACT PRICE

F11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

F11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

F11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

F11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

F11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

F11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

F11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

F11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

F11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the

cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

F11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

F11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

F11.4.5. Supplemental costs including the following:

F11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

F11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

F11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

F11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

F11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

F 11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

F 11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

F 11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

F 11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

F 11.5. The term Cost of the Work shall not include any of the following:

F 11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

F 11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

F 11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

F 11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

F 11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

F 11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

F 11.6.1. a mutually acceptable fixed fee; or

F 11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

F 11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

F 11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

F 11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

F 11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

F 11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

F 11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

F 11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

F 11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

F 11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

F 11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

F 11.9. Unit Price Work:

F 11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

F 11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

F 11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

F 11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

F 11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

F 11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result

of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

F-12

ARTICLE 12—CHANGE OF CONTRACT TIMES

ALSO SEE G12.0

F 12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

F 12.2. All time limits stated in the Contract Documents are of the essence of the Agreement. ALSO SEE G12.3.1

F 12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

F 12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

F13

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

F 13.1. *Notice of Defects:* Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

F 13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
ALSO SEE 1-13.2

Tests and Inspections:

F13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
ALSO SEE 1-13.3

F 13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

F 13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

F 13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

F 13.4.3. as otherwise specifically provided in the Contract Documents.

F 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or

approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

F 13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F 13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

F 13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

F 13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

F 13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party. ALSO SEE 1-13.10

Correction or Removal of Defective Work:

F 13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

F13.12. Correction Period:

F13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

F 13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

F 13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

F 13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

F 13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

F-14

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

ALSO SEE G14.0

Schedule of Values:

F 14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

F 14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. ALSO SEE G14.2.1

CONTRACTOR's Warranty of Title:

F 14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

F 14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

F 14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

F 14.5.1. the Work has progressed to the point indicated,

F 14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

F 14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

F 14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

F 14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

F 14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

F 14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

F 14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

F 14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

F 14.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

F 14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens,

F 14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

F 14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

F 14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform

ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

F 14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

F 14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

F 14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

F 14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

F 14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

F14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

F14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to

CONTRACTOR.

F 14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

F14.15. The making and acceptance of final payment will constitute:

F 14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

F 14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

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ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

F15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

F 15.2. Upon the occurrence of any one or more of the following events:

F 15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

F 15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

F 15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

F 15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

F 15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

F 15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

F 15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

F 15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

F 15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

F 15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

F 15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

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ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

F 17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

F 17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

F 17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

ALSO SEE G17.2.3

Notice of Claim:

F 17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

F 17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

F 17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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**EXHIBIT GC-A to General Conditions of the
Agreement Between OWNER and CON-
TRACTOR Dated _____
For use with EJCDC No. 1910-8 (1990 ed.)**

DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.15) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the

American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. Except as provided in paragraph 16.5 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. Notwithstanding paragraph 16.4 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.11 a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 16.5 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER or ENGINEER's Consultants that does not otherwise exist.

16.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

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16.7. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.1 through 16.6, unless delay in initiating arbitra-

tion would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 16.2 and 16.3 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SECTION G. SUPPLEMENTARY CONDITIONS

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STATE OF NEW JERSEY WAGE RATE DETERMINATION

SECTION G. SUPPLEMENTARY CONDITIONS

G 0.2 INTRODUCTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

G 1.1 DEFINITIONS

Definitions contained in the General Conditions Article F.1.1 are supplemented with the following additional definitions.

SURETY - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the Owner against all claims for damages.

INSPECTOR - The representative of the Engineer designated to observe the work for which these specifications are intended.

TESTING LABORATORY - A laboratory selected by the Owner for the inspection and testing of materials.

MANUFACTURER - Shall be the manufacturer of the equipment specified.

STANDARD SPECIFICATIONS - The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2007, as supplemented, superseded and/or clarified by the Contract Documents.

SOIL EROSION STANDARDS - The "Standards for Soil Erosion and Sediment Control in New Jersey" adopted June 14, 1972, by the New Jersey State Soil Conservation Committee, as amended and supplemented to date.

G 2.3 NOTICE TO BEGIN WORK

Article F 2.3 of the General Conditions is amended as follows.

The Contractor shall start work on or before the date specified herein or if no date is so specified, within ten (10) days of the mailing of the Notice to Proceed by the Owner to the Contractor directing him to proceed with work.

G 2.5.1 DIMENSIONS - Addition to General Conditions Article F 2.5

Figured dimensions on the Contract Drawings shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought immediately to the attention of the Engineer, and his decisions thereon shall be final.

G 2.6.4 BREAKDOWN COSTS OF LUMP SUM ITEMS - Addition to General Conditions Article F 2.6

Before the preparation of the first estimate, the Contractor shall submit for the Engineer's approval a schedule of values of all lump sum bid items into a series of minor subdivisions in the manner to be approved by the Engineer and for the sole purpose of determining the estimates of work done for partial payments.

Revisions to the schedule, if required, shall be furnished acceptable to the Engineer prior to consideration for partial payment.

G 3.1.1 WORK REQUIRED BY THE CONTRACT DOCUMENTS - Addition to General Conditions Article F 3.1

The Contract Documents require the furnishing of all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. In general the completed work shall consist of the improvements and appurtenances completely installed, successfully tested and in "ready to operate" condition.

The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until

accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Detailed specifications for materials, equipment, workmanship and all items pertaining to a particular part of the work may be found under those parts of the Contract describing the work to be done and the methods of measurement and payment for the various Bid Items.

All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of the like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

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

G 5.1 SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS - Supplement to General Conditions Article F 5.1

Simultaneously with this delivery of the executed contract the successful bidder must deliver to the Owner an executed bond covering:

1. The faithful performance of the Contract and in an amount equal to one hundred percent (100%) of the contract amount as awarded.
2. The payment of all obligations arising under the Contract in an amount equal to 100% of the contract as awarded.

The bond or bonds must be prepared in a satisfactory form and having as surety thereon such surety company or companies as are acceptable and approved by the Owner, and as are authorized to transact business in this State. Copies of the bonds shall be sent to the Engineer at the time of submission to the Owner.

G 5.3 COMPENSATION AND LIABILITY INSURANCE - Supplement to General Condition Article F 5.3

If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy become unsatisfactory, the contractor shall promptly obtain a new policy, and submit the same to the Owner for approval and/or submit certificate thereof as required. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the amounts stated hereinafter.

It is understood that the term "Owner" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities.

The insurance payable under these policies shall be applied by the Company first, to the protection of the Owner and the remainder, if any, to the other named insureds.

In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

Amounts of Insurance required shall not be less than the amounts shown below and certificates, or full copies of policies must be furnished as noted below. IF THE CONTRACTOR WILL DEPEND ON UMBRELLA/EXCESS

LIABILITY COVERAGE TO MEET THE REQUIRED COVERAGE AMOUNTS THEN A WRITTEN STATEMENT FROM THE CARRIER IS REQUIRED INDICATING THAT SAID UMBRELLA/EXCESS LIABILITY COVERAGE EXTENDS TO ALL FORMS OF LIABILITY COVERAGE LISTED.

G 5.3.1 WORKMEN'S COMPENSATION - CERTIFICATE REQUIRED.

Coverage A - New Jersey Statutory
Coverage B - Unlimited

G 5.3.2 COMPREHENSIVE GENERAL LIABILITY LIMITS - CERTIFICATE REQUIRED

including explosion, collapse, underground utilities, contractual, independent contractors, and completed operations coverage.

SPECIAL NOTE: IF THE TERMS OF THE PROPOSAL WAIVE THE REQUIREMENT FOR "OWNER'S PROTECTIVE POLICY " (SEE ARTICLE G 5.3.4), THEN THE OWNER AND ENGINEER SHALL BE NAMED CO-INSURED PARTIES ON THE CONTRACTOR'S INSURANCE POLICIES REQUIRED UNDER ARTICLES G 5.3.1, G 5.3.2, G 5.3.3, AND G 5.3.5.

PROPERTY DAMAGE

for any one accident \$500,000
for all accidents..... \$1,000,000

PUBLIC LIABILITY

for any one person..... \$2,000,000
for any one accident \$5,000,000

G 5.3.3 AUTO AND/OR TRUCK LIABILITY - CERTIFICATE REQUIRED.

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE

for any one accident \$500,000
for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... \$2,000,000
for any one accident \$5,000,000

G 5.3.4 OWNER'S PROTECTIVE POLICY - ORIGINAL POLICY REQUIRED.

REQUIRED UNLESS THE TERMS OF THE PROPOSAL INDICATE OTHERWISE

NAMED INSURED - Owner, as identified in the Proposal and Agreement

CO-INSURED - Utilities Engineer, as identified in the Proposal and Agreement

PROPERTY DAMAGE

one accident \$500,000
all accidents \$1,000,000

PUBLIC LIABILITY

one accident \$1,000,000
 all accidents \$2,000,000

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE LIABILITY

for any one accident \$500,000
 for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person \$2,000,000
 for any accident \$5,000,000

G 5.3.5 SPECIAL INSURANCE REQUIREMENTS -CERTIFICATE REQUIRED.

- | | | | |
|----|---|---|---|
| 1. | Builder's Risk/
Installation Floater | - | One Hundred (100%) Percent of the Contract
Value with deductible no more than \$10,000 |
|----|---|---|---|

CERTIFICATE REQUIRED (where applicable) -

- | | | | |
|----|---------------------|---|--|
| 1. | Marine Work | - | Longshoremen's & Harbor
Workers Endorsement, or Maritime
Endorsement |
| 2. | Railroad Protective | - | Insurance Requirements Equal to
that of the required by Railroad |

G 5.3.6 EVIDENCE OF INSURANCE

The contractor shall file with the Owner and Engineer before commencing work under this contract, Certificates of Insurance, or policies where required, which certificates shall bear the following information:

1. Name and address of the insured.
2. Title and location of the operations to which the insurance applies.
3. The number of the policy and the type or types of insurances in force thereunder on the date borne by such certificates.
4. The expiration date of policy and the limit or limits of liability thereunder on the date borne by such certificate.
5. A statement that the insurance of the type afforded by the policy applies to all of the operation on and at the site of the project which are undertaken by the insured during the performance of his contract or subcontract.
6. A STATEMENT INDICATING THAT THE OWNER AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE ARE NAMED CO-INSURED PARTIES.
7. A statement as to the exclusions of the policy, if any.
8. A statement showing the method of cancellations provided for by the policy. If cancellations may be affected by the giving of notice to the insured by the insure, the policy shall provide for the lapse of such number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least thirty (30) days before the cancellation becomes effective. Notice of cancellation shall also be delivered to Owner and Engineer not less than thirty (30) days prior to such lapse or termination.

G 5.3.7 COMPLETE OPERATIONS COVERAGE

shall be provided on all Contracts.

G 6.2 CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT.

Supplement to General Conditions Article F 6.2

The Contractor shall give his personal supervision to the faithful prosecution of the work, and in case of his absence, shall have a competent, experienced and reliable foreman or superintendent, acceptable to the Owner, on the site, who shall follow without delay all instructions of the Owner or the Engineer or their assistants in the prosecution and completion of the work and every part thereof, with full authority to supply men, material, and equipment immediately. Incompetent, inexperienced, unreliable, unruly, uncooperative and/or otherwise unacceptable superintendents or foremen shall be promptly removed and acceptably replaced as ordered by the Engineer.

G 6.3 OVERTIME WORK

Supplement to General Conditions Article F 6.3

Unless otherwise especially permitted, or specifically required by the Contract Documents, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or any legal holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform overtime work, the Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Except for emergencies, no work requiring inspections shall be completed before 8 A.M. or after 4:30 P.M. without prior approval of the Engineer.

G 6.3.1 RECORDS-EMPLOYMENT PREFERENCE-INSURANCE

Supplement to General Conditions Article F 6.3

The Contractor shall provide statutory benefits, workmen's compensation, unemployment insurance and social security.

The Contractor and subcontractor, if any there be, shall keep the following informative records of this public work project:

- a. Record of hours worked by each workman, laborer and mechanic on each day.
- b. Record of days worked each week by each workman, laborer and mechanic.
- c. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- d. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The Contractor and subcontractors shall keep a record of the actual hours each day that the major items of equipment are used on the work. This will include compressors, shovels, bulldozers, rollers, derricks, cranes, pile drivers, concrete mixer, tugboats, scows, drill boats, and other craft, pumps etc. This list shall be kept available for inspection by the Engineer, and a certified copy shall be submitted to the Engineer if so required prior to the preparation of any estimate for payment.

Insurance against accident for all persons employed shall be as provided by the Workman's Compensation Law of the State of New Jersey.

Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New Jersey, native born citizens or naturalized, and, in the case of naturalization, the date thereof, and the name of the court in which granted.

G 6.3.2 (NOT IN CONTRACT)**G 6.7.1 EQUIVALENT QUALITY**

Supplement to General Conditions Article F 6.7.1

Wherever, in the Contract Documents, an article, material, apparatus, product or process is specified in detail or called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall inform the Engineer prior to ordering such substitutes along with the amount of the credit he proposes to allow for the substitution. No substitutions will be evaluated prior to, or at the time of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall state in his bid, in the place provided for it, the name of the substitute item and manufacturer and the amount of credit he proposes to allow for the substitution. THIS PROPOSED SUBSTITUTION SHALL NOT CONSTITUTE AN ALTERNATE BID.

The Successful Bidder/Contractor shall furnish such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purposes for which it is intended. The Contractor shall set forth the reasons for desiring to make this substitution.

The Engineer shall be the sole and final authority in the determination of the Equivalent Quality of any and all proposed substitutes.

It is the INTENT OF THESE PROVISIONS that savings made possible by an acceptable substitution shall accrue equally to the benefit of the Owner and Contractor, and the proposed credit must therefore reflect the actual delivered cost difference to the Contractor, as a minimum. This provision shall apply unless specifically altered by the form of the proposal.

Comparison of bids will be on the base bid REQUESTED BY THE OWNER and in accordance with Article B3.4 - Basis of Award found elsewhere in these specifications. The Bidder is specifically alerted to the fact that failure of the Engineer to approve a Contractor requested substitution shall not be the basis for any increase in contract amount and by virtue of the submission of a bid acknowledges that he is specifically familiar with this article of the Contract.

G 6.8.1 SUBCONTRACTING

The General Conditions Article F 6.8.1 is supplemented as follows:

The Contractor shall not subcontract any part of the work included under this Contract without the previous written consent of the Owner. In making application for subcontracting the portion of the work, the Contractor, in accordance with the Proposal, shall state in writing, the portion of the work which each subcontractor is to do or the material he is to furnish, his place of business, and such other information which may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work or to furnish the materials as called for in the Specifications. Subcontracting, if permitted, shall not relieve the Contractor of any of his obligations under this Contract. Supervision by an expert from a manufacturer does not require approval by the Owner.

The Contractor is required to furnish and the subcontractor shall be required to read the entire specifications and examine every Contract plan before entering into any agreement. Neither the Contractor nor a subcontractor shall file any claims or the Owner accept such claims based upon any misunderstandings of what work he shall do, what materials he must furnish, or how he shall perform the work.

Nothing contained in this Contract shall create any contractual relations between any subcontractor and the Owner.

Within thirty (30) days, and prior to additional payments by the Owner, after any Contractor receives payment for the work performed under this Contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

G 6.8.2 APPROVAL OF SUBCONTRACTORS

Supplement to General Conditions Article F 6.8.2

The Contractor shall furnish the Owner and Engineer with a complete list of any and all subcontractors, and suppliers of principal items of equipment, he intends to use in completing the work of the project in accordance

with the Proposal, including full name, address, telephone number, list of principals, experience record, scope of subcontract, and subcontract amount for approval. If any subcontractor or supplier shall be rejected because same, or a principal of same, is currently on the State of New Jersey list of debarred contractors and suppliers, then the Change Order cost adjustment related to the Contractor providing an acceptable replacement, or doing the subject work himself, shall not apply. The contractor shall not be entitled to any increase in contract price for the replacement of any rejected subcontractor. Any changes or replacement of approved subcontractors during the contract time shall also be subject to the approval of the Owner and Engineer.

G 6.14.3 COMPLIANCE WITH ALL LAWS

Addition to General Conditions Article F 6.14

The Contractor shall keep himself informed and shall comply with all Federal, State and local laws or ordinances as may apply.

Special attention is called to paragraphs of this Contract under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security, Records-Employment-Preference-Insurance-Assignment of Contract, and to the applicable provisions of the Labor Laws, the Public Health Laws, and the Lien Laws, the Workmen's Compensation Laws, the State Unemployment Insurance Laws, the Federal Social Security Laws, and any and all rules and regulation promulgated by the State of New Jersey, any applicable Federal Law, rule or regulation, any local laws, ordinances, resolutions or regulations of the Owner and all amendments and additions thereto.

G 6.14.4 PATENT RIGHTS AND INFRINGEMENT

Within these specifications, the requirement of performance criteria and/or certain products or services may be covered by existing patents. Bidders are responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights.

The Contractor shall hold harmless, the Owner, as to any violation to include dollar amounts that could be owing as a result of damages for infringement including potential treble damages as provided under U.S. Patent Law.

The Contractor shall bear responsibility for any and all costs that the Owner incurs in replacing materials and services which are determined to infringe on patent rights, including any and all administrative, legal and other costs incurred as a result of an infringement.

If any product or service proposed to be provided by the Bidder is known by the Bidder to be subject to any existing claims of infringement, the Bidder shall notify the Owner of such claim and provide evidence of financial ability to perform on the above hold harmless requirements.

G 6.20.4 NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES

Addition to General Conditions Article F 6.20

The Contractor is required to notify utility companies or municipal owners when construction or blasting or drilling is to be done near pipes conveying combustible gas. The Contractor shall also give ample notice to all private, corporate or municipal owners before work is to be done near any utility or underground facility.

G 6.29.1 RATE OF PROGRESS

Addition to General Conditions Article F 6.29

If in the opinion of the Engineer, the rate of progress appears at any time to be insufficient to enable the work to be completed within the time specified, he may order the Contractor to speed the prosecution of his work by supplying additional men, materials, and equipment, by following different methods of construction, or otherwise. Failure of the Engineer to so order the Contractor shall not relieve the Contractor from his obligation to complete the work within the time specified, nor shall compliance with the order subject the Owner to claim for extra compensation.

G 6.30 RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR

Supplement to General Conditions Article F 6.30

The Contractor shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, of the Engineer, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the acceptance of his proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this Contract.

G 9.4.1 DRAWINGS MAY BE SUPPLEMENTED

Addition to General Conditions Article F 9.4

The Contract Drawings may be supplemented from time to time by the Engineer and/or as the work progresses, by the Contractor, subject to approval by the Engineer, and as may be required to illustrate the work.

Supplementary drawings when issued by the Engineer will be furnished to the Contractor or Contractors affected by such drawings.

Supplementary drawings when issued by the Contractor shall, after approval by the Engineer, be furnished in sufficient quantity to those other Contractors, if any there be, who in the opinion of the Engineer are affected by such drawings at no additional cost to the Owner.

G 9.11.1 DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

Addition to General Conditions Article F 9.11

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with, or is not required by the terms and provisions of this Contract, he must promptly within five (5) calendar days after being directed to perform such work, notify the Engineer in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction notify the Engineer, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages thereof.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, material, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by duly appointed representative of the Owner, all his books of accounts, bills, invoices, payrolls, sub-contracts, timebooks, daily records, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by any duly appointed representative designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this contract, the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Owner to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

The making and acceptance of final payment will constitute a waiver of all claims by contractor against Owner other than those previously made in writing and still unsettled. Before the final acceptance of the work by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor, until the matter in question has been adjusted.

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A: 1 1-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

G 11.1.1 ENGINEERING CHARGES

Added to General Conditions Article F 11.1

When the work embraced in the Contract is not completed within the contract time, engineering and inspection expenses incurred by the Owner upon the work from the completion date originally fixed in the Contract after taking into consideration any approved time extensions, to the final date of completion of the work and or overtime expenses for inspection after or before established work hours, may be charged to the Contractor and be deducted from the final moneys due the Contractor. Extra work or supplemental contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration of the Owner before assessing engineering and inspection charges against the Contractor. Such deduction may be in addition to deductions for Liquidated Damages.

G 12.0 TIME EXTENSIONS

Addition to General Conditions Article F 12

The Engineer reserves the right to suspend the work wholly or in part for such a period or periods as he may deem necessary, when in his opinion weather or other circumstances or conditions are unsuitable for the proper prosecution of the work.

In addition, the Contractor may, of his own volition, re-question the right to suspend work for reasons of a long period of inclement weather, for delays beyond his control in obtaining key material and equipment or otherwise. The Engineer may permit such suspension subject to the approval of the Owner or may reject the Contractor's application and direct him to proceed with the work.

If, due to a continuation of unsatisfactory weather or other conditions, it becomes necessary to close the work, the Contractor shall at his own sole cost and expense perform such incidental work as may be required to protect the work already completed and to provide means for the full and safe use of the area involved in his operations.

An extension of time of completion may be considered provided that in the opinion of the Engineer, work of other Contractors in adjacent areas or work of public utility corporations and other public or private parties or other valid causes have ACTUALLY DELAYED or will delay completion and further provided that the Contractor has diligently complied with those sections of the Contract Documents governing the progress of the work and cooperation with other Contractors. No allowance will be recommended for ordinary delays incident to work of this character. No claims for extension of time will be considered unless the Contractor shall have filed either a written claim or a written notice of intent to make such claim within thirty (30) calendar days after the start of the condition or cause upon which said claim is based.

The Owner will be the final judge of the validity of claims for time extensions, and the time granted, if any, will be that period that the Owner considers as an actual delay sufficient to cause the postponement of the completion of this Contract. The time extension granted may not coincide with the number of days requested by the Contractor for that particular item because there may be other items of work under construction at the same time on which claims merit similar consideration. In other words, concurrent delays will not be allowed in full by the Owner.

Time extensions when and if allowed by the Owner will be in lieu of money damages, and if accepted by the Contractor, automatically gives the Owner and Engineer due notice of the intent of waiving all claims for money damages.

G 12.3.1 TIME OF ESSENCE

Addition to General Conditions Article F 12.3

Inasmuch as the provision of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence in the contract. TIME IS OF THE ESSENCE OF THIS CONTRACT.

G 14.0 COMPENSATION - NON-DIRECT PAYMENT ITEMS

Addition to General Conditions Article F 14

No direct payment will be made for work done or materials furnished to comply with the requirements of the General Conditions or the Information for Bidders or any other general section of these specifications (except where expressly stated elsewhere), but all compensation shall be considered to have been included in the prices bid for the various bid items.

G 14.2.1 ESTIMATES AND PAYMENTS

The following is added to General Conditions Article F 14.2

The Contractor may, from time to time as the work progresses but not more often than once a month, on such days as the Owner may fix, make an approximate estimate in writing to the Engineer such as in the Engineer's opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract by the Contractor in his performance of the same. At the option of the Engineer allowances may be included in such estimates for material delivered and properly stored on the site preparatory to use in the work. Allowances for such material shall not exceed ninety (90) percent of the cost of the material but such percentage up to this limit shall be at the sole discretion of the Engineer. The Engineer shall and will review the Contractor's estimate, and when verified to be just and fair shall approve same for payment by the Owner.

The amount of any estimate, based upon the unit prices contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of Final Estimate). On all estimates except the final, the fixed percentage retained shall

be in accordance with N.J.S.A. 40A:11, such retained amounts being held until the final estimates except as hereafter provided.

Per N.J.S.A. 40A:11, the New Jersey Local Public Contracts Law, and particularly N.J.S.A. 40A:11-16.1 and 40A:11-16.3, maximum of two percent (2%) withheld from the amount due on partial (progress) payments pending completion of the contract or agreement.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Engineer as required elsewhere herein and after acceptance has been given by the Owner.

The final payment due under the contract will be held for a period of seventy-five (75) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in the contract shall be accepted as final, conclusive, and binding upon the Contractor. However, the Contractor may check such measurements if he so desires.

An increase or decrease in quantity for any unit price item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Retainage through the course of the project progress payments is limited to two percent (2%) and same will be released to the Contractor upon completion of all the requirements and terms of the contract agreement.

If required in the Proposal, the Contractor shall provide a Maintenance Guarantee Bond in the length of term and amount stated commencing the date of final project acceptance by the Owner and issued by a surety acceptable to the Owner; having the same qualifications as the sureties required on the Bid Bond, Performance and Labor and Materials Payment Bond; and conforming with the requirements of General Conditions F 5.1, F 5.2.

Release of the Maintenance Guarantee Bond less whatever expenditures that may have been necessary by the Owner for and incidental to repairs or replacements shall be made at the expiration of the term of said bond.

G 14.4 PROGRESS PAYMENTS

The third section of Paragraph 14.4 General Conditions shall be modified as follows:

"The Owner shall, within seventy-five (75) days of presentations to him of an approved application of payment, with the exception of the application for final payment, pay the contractor the amount approved by the Engineer.

The Contractor shall submit up-to-date Monthly Project Workforce Reports in accordance with Section B 2.12, Article 2.(D) and Section G 18.1 requirements and certified payroll records in accordance with Section G 18.3 requirements. Such reports and records shall be current as of the date of the request for payment or the Owner will withhold such progress or final payments until such time as the Contractor complies."

G 14.15.1 ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT

General Conditions Article F 14.15 is supplemented as follows:

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Owner, nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance or work, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Owner, its officers, agents or employees, shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER. No cancellation, revision, or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver

of any money damages to which the Owner may be entitled because of such breach. Moreover no waiver by the Owner of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

G 17.2.3 TIME OF COMPLETION

Addition to General Conditions Article F 17.2

All work (except such items as specifically ordered or permitted by the Engineer in writing to be done at a later date) called for under the provisions of this Contract shall be completed within the number of consecutive calendar days or working days stated in the proposal, after the time of starting set forth in Articles F 2.3 and G 2.3.

G 18.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE – CONSTRUCTION CONTRACTS

(REVISED 9/07)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G 18.2 MINIMUM WAGE RATES

The Contractor and all subcontractors shall pay to all laborers, mechanics, operators, and etc. employed for the construction covered by this Contract not less than the minimum prevailing rates of pay and benefits as determined by the New Jersey Department of Labor and Industry. A copy of these rates is included in the back of this section. The Contractor is responsible to comply with the regulations of the Department of Labor and Industry and shall provide that Department with the information required. Upon award of the Contract, the Contractor shall request from the Engineer a copy of the prevailing wage rates which is to be posted in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

In addition, and **ONLY IF THE PROJECT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS**, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the project.

Prevailing minimum wage rates applicable to this project are incorporated in these documents in the back of this section and form a part of the Contract Agreement.

G 18.3 CERTIFIED PAYROLL RECORDS

The Contractor and all subcontractors shall comply with all provisions of N.J.A.C. 12:60-1 et seq. and specifically the public work employers (Contractors and subcontractors) shall submit to the Owner certified payroll records each payroll period within 10 days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested to by the employer, or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

The Owner shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at (609) 292-2283.

G 19.0 AMERICANS WITH DISABILITIES ACT OF 1990 - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

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

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

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

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

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



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 - MONMOUTH

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/03/21
Journeyman (Mechanic)	W41.48 B26.57 T68.05

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 - MONMOUTH

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/22
Foreman	W53.13 B46.00 T99.13
General Foreman	W55.13 B47.05 T102.18
Journeyman	W48.13 B44.29 T92.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	37.57	38.51	39.49	40.44	41.41	42.37	43.32			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

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

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

County - MONMOUTH

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 - MONMOUTH

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/22
Foreman	W35.19 B17.67 T52.86
General Foreman	W35.69 B17.67 T53.36
Mechanic	W33.69 B17.67 T51.36

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

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 - MONMOUTH

Craft: Carpenter

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.55			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57%	of	Appren	tice	Wage Rate	for all	intervals	+ \$0.46		

Ratio of Apprentices to Journeymen - *

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

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

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 - MONMOUTH

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 - MONMOUTH

Craft: Commercial Painter

PREVAILING WAGE RATE

	08/10/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MONMOUTH

Craft: Diver

PREVAILING WAGE RATE

	05/07/21
Diver	W60.74 B48.97 T109.71
Tender	W49.00 B48.97 T97.97

Craft: Diver

COMMENTS/NOTES

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

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

AIR DIVES:

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

MIXED GAS DIVES:

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

PENETRATION DIVES:

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

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Dockbuilder

PREVAILING WAGE RATE

	05/07/21
Foreman	W56.35 B48.97 T105.32
Foreman (Concrete Form Work)	W55.26 B35.61 T90.87
Journeyman	W49.00 B48.97 T97.97
Journeyman (Concrete Form Work)	W48.05 B35.61 T83.66

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.60	24.50	31.85	39.20						
Benefit	32.37	for all	intervals							

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	19.22	24.03	31.23	38.44
Benefits	24.34 for all intervals			

CREOSOTE HANDLING:

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

HAZARDOUS WASTE WORK:

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

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

FOREMAN REQUIREMENTS:

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

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

County - MONMOUTH

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

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 - MONMOUTH

Craft: Electrician

PREVAILING WAGE RATE

	06/04/21	05/30/22
* Racking (Solar) Ground Handler	W41.52 B31.34 T72.86	W42.50 B32.08 T74.58
Assistant General Foreman	W62.28 B47.02 T109.30	W63.75 B48.13 T111.88
Foreman (3 to 4 Journeymen)	W58.13 B43.88 T102.01	W59.50 B44.92 T104.42
Foreman (5 to 10 Journeymen)	W59.68 B45.06 T104.74	W61.09 B46.12 T107.21
General Foreman (2 or more Foremen)	W67.47 B50.93 T118.40	W69.06 B52.14 T121.20
Journeyman, Cable Splicer	W51.90 B39.18 T91.08	W53.12 B40.11 T93.23
Lead Foreman (11 + Journeymen)	W61.24 B46.23 T107.47	W62.68 B47.33 T110.01
Plan Reader	W56.05 B42.32 T98.37	W57.37 B43.32 T100.69

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 months	25%	30%		Yearly	40%	50%	60%	80%		
Benefit =	9.80	11.75			15.67	19.59	23.51	31.34		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-30-22:

INTERVAL	PERIOD AND RATES						
6 Months	25%	30%	Yearly	40%	50%	60%	80%
Benefits	10.03	12.03		16.04	20.06	24.07	32.08

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

County - MONMOUTH

* Please note that the Racking (Solar) Ground Handler work classification can only be used for the installation of the solar support system (the racking system) and shall not include any other aspect of the solar system installation, such as the panels, wiring, conduit, etc. In addition, with respect to all other aspects of a SOLAR project, only the following work classifications, as noted above (General Foreman, Assistant General Foreman, Lead Foreman and Journeyman), may be used, including the following Foreman classifications, Foreman (16+ Journeymen) and Solar Lead Foreman, paid at the following rates:

Foreman (16+ Journeyman):

As of 5-31-21- wage \$59.68, benefit \$45.06, Total \$104.74.

As of 5-30-22- wage \$61.09, benefit \$46.12, Total \$107.21.

Solar Lead Foreman:

As of 5-31-21- wage \$60.72, benefit \$45.84, Total \$106.56.

As of 5-30-22- wage \$62.15, benefit \$46.93, Total \$109.08.

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 instruments or more.

FOREMAN REQUIREMENTS (Foreman counts do not include apprentices):

- 3 to 4 workers- 1 must be a Foreman (3 to 4 JW).
- 5 to 11 workers- 1 must be a Foreman (5 to 10 JW).
- 12 to 22 workers- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JW).
- 23 workers- 1 must be a Lead Foreman and 2 must be a Foreman (5 to 10 JW).
- 24 to 34 workers- 1 must be a General Foreman and 3 must be a Foreman (5 to 10 JW).
- 35 to 36 workers- 1 must be a General Foreman, 1 must be an Assistant General Foreman and 4 must be a Foreman (5 to 10 JW).
- For each additional 40 workers- 1 additional Assistant General Foreman shall be added.
- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:

- Work performed 50 feet above ground or floor - additional \$2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/03/21	11/28/22	12/04/23	12/02/24
Journeyman Technician (1-2 workers on job)	W49.48 B21.28 T70.76	W50.99 B21.92 T72.91	W52.35 B22.51 T74.86	W53.61 B23.05 T76.66
Master Tech./Gen. Foreman (26+ workers on job)	W64.32 B27.67 T91.99	W66.28 B28.50 T94.78	W68.05 B29.27 T97.32	W69.69 B29.97 T99.66
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W61.85 B26.60 T88.45	W63.74 B27.40 T91.14	W65.44 B28.14 T93.58	W67.01 B28.82 T95.83
Technician A/Foreman (9-15 workers on job)	W56.90 B24.47 T81.37	W58.64 B25.21 T83.85	W60.20 B25.89 T86.09	W61.65 B26.51 T88.16
Technician B/Foreman (4-8 workers on job)	W54.43 B23.41 T77.84	W56.08 B24.12 T80.20	W57.58 B24.77 T82.35	W58.97 B25.36 T84.33
Technician C/Foreman (3 workers on job)	W51.46 B22.13 T73.59	W53.03 B22.80 T75.83	W54.44 B23.41 T77.85	W55.75 B23.98 T79.73

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
* 6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefit	7.45	7.45	8.51	9.15	10.21	11.49	12.98	14.26	15.74	17.24

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 11-28-22

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefit	7.67	7.67	8.76	9.42	10.52	11.84	13.38	14.69	16.22	17.76

APPRENTICE RATE SCHEDULE AS OF 12-4-23

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefit	7.88	7.88	9.00	9.68	10.80	12.15	13.73	15.09	16.66	18.24

APPRENTICE RATE SCHEDULE AS OF 12-4-24

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

County - MONMOUTH

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefit	8.07	8.07	9.22	9.91	11.07	12.45	14.06	15.44	17.06	18.67

* The apprentice wage rate is paid at the percentage of the Journeyman Technician wage rate .

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HEIGHT WORK (work performed 50 feet above ground/floor): +\$2.00 per hr.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked Monday thru Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

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

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

County - MONMOUTH

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 - MONMOUTH

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/04/21	05/30/22
Assistant General Foreman	W62.54 B46.76 T109.30	W64.02 B47.86 T111.88
Cable Splicer	W52.12 B38.96 T91.08	W53.35 B39.88 T93.23
Equipment Operator	W52.12 B38.96 T91.08	W53.35 B39.88 T93.23
Foreman (3-4 Journeymen)	W58.37 B43.64 T102.01	W59.75 B44.67 T104.42
Foreman- (5-10 Journeymen)	W59.94 B44.80 T104.74	W61.35 B45.86 T107.21
General Foreman	W67.76 B50.64 T118.40	W69.36 B51.84 T121.20
Groundman	W36.48 B27.28 T63.76	W37.35 B27.91 T65.26
Journeyman Lineman	W52.42 B38.66 T91.08	W53.35 B39.88 T93.23
Lead Foreman- (11+ Journeymen)	W61.50 B45.97 T107.47	W62.95 B47.06 T110.01
Plan Reader	W56.29 B42.08 T98.37	W57.62 B43.07 T100.69

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	23.38	25.32	27.28	29.22	31.16	33.12	35.06			

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

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

County - MONMOUTH

APPRENTICE RATE SCHEDULE AS OF 5-30-22:

INTERVAL	PERIOD AND RATES						
1000 Hours	60%	65%	70%	75%	80%	85%	90%
Benefits	23.93	25.92	27.92	29.91	31.90	33.90	35.89

*** FOR UTILITY WORK PLEASE SEE STATEWIDE RATES**

HEIGHT WORK:

Work performed 50 feet above ground or floor- additional \$2.00 per hour.

Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

FOREMAN REQUIREMENTS (Foreman counts do not include apprentices):

- 3 to 4 workers- 1 must be a Foreman (3 to 4 JL).
- 5 to 11 workers- 1 must be a Foreman (5 to 10 JL).
- 12 to 22 workers- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JL).
- 23 workers- 1 must be a Lead Foreman and 2 must be a Foreman (5 to 10 JL).
- 24 to 34 workers- 1 must be a General Foreman and 3 must be a Foreman (5 to 10 JL).
- 35 to 36 workers- 1 must be a General Foreman, 1 must be an Assistant General Foreman and 4 must be a Foreman (5 to 10 JL).
- For each additional 40 workers- 1 additional Assistant General Foreman shall be added.

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

Hours 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.

RECOGNIZED HOLIDAYS:

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

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

County - MONMOUTH

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - MONMOUTH

Craft: Electrician-Utility Work (South) PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South) APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

Craft: Electrician-Utility Work (South) COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/22
Helper-Over 5 Years	W44.46 B41.03 T85.49
Helper-Under 5 Years	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W31.76 B39.38 T71.14

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

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

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

County - MONMOUTH

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 - MONMOUTH

Craft: Glazier

PREVAILING WAGE RATE

	05/07/21
* Leadman	W50.50 B27.86 T78.36
Foreman	W52.50 B28.10 T80.60
General Foreman	W54.50 B28.34 T82.84
Journeyman	W48.50 B27.62 T76.12

Craft: Glazier

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	9.75	9.75	12.36	12.36	13.60	13.60	17.02	17.02		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier

COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

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

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

rate.

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

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

County - MONMOUTH

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/28/21
Foreman	W59.97 B34.97 T94.94
General Foreman	W62.31 B36.08 T98.39
Journeyman	W57.69 B34.41 T92.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.00	32.04	38.60	45.11						
Benefits	20.24	23.98	26.54	29.01						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/28/21
Asbestos Helper Abatement	W36.89 B24.97 T61.86

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/11/21
Foreman	W62.18 B31.62 T93.80
General Foreman	W64.18 B31.62 T95.80
Journeyman	W57.18 B31.62 T88.80

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%						
Benefits	14.27	14.50	17.73	17.96						

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- 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, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday

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

County - MONMOUTH

observed the following Monday.

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

County - MONMOUTH

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/11/21
Foreman	W50.92 B29.27 T80.19
General Foreman	W52.92 B29.27 T82.19
Journeyman	W45.92 B29.27 T75.19

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/11/21
Foreman	W51.97 B28.92 T80.89
General Foreman	W53.97 B28.92 T82.89
Journeyman	W46.97 B28.92 T75.89

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	11.77	14.50	17.96							

Ratio of Apprentices to Journeymen - 1:4

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

Craft: Industrial Painter-Containment

PREVAILING WAGE RATE

	02/11/21
Journeyman	W38.23 B28.67 T66.90

Craft: Industrial Painter-Containment

COMMENTS/NOTES

Note: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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.

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, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MONMOUTH

Craft: Ironworker

PREVAILING WAGE RATE

	07/08/21
Rod /Fence Foreman	W47.14 B48.17 T95.31
Rod/Fence Journeyman	W44.14 B48.17 T92.31
Structural Foreman	W49.44 B48.17 T97.61
Structural Journeyman	W46.44 B48.17 T94.61

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker

COMMENTS/NOTES

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

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod /Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - MONMOUTH

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

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

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

County - MONMOUTH

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefit	21.51	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 - MONMOUTH

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

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

County - MONMOUTH

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

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

OVERTIME:

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

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

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

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

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

County - MONMOUTH

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	22.48	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	11/12/21	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.20 B5.45 T32.65	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.20 B5.45 T36.65	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.15 B2.95 T20.10	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.20 B5.45 T28.65	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

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

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

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

County - MONMOUTH

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

OVERTIME:

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

RECOGNIZED HOILDAYS:

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

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

County - MONMOUTH

Craft: Millwright

PREVAILING WAGE RATE

	05/01/21
Foreman	W59.87 B35.32 T95.19
Journeyman	W52.06 B30.79 T82.85

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

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 - MONMOUTH

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 - MONMOUTH

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 - MONMOUTH

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/10/20
Apprentice (1st year)	W27.50 B12.15 T39.65
Apprentice (2nd year)	W31.50 B23.10 T54.60
Foreman (Charge Person)	W40.15 B23.88 T64.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B23.88 T59.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B23.88 T63.03

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 - MONMOUTH

Craft: Paperhanger

PREVAILING WAGE RATE

	01/06/22
Foreman	W51.07 B27.11 T78.18
Journeyman	W46.37 B27.11 T73.48

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Pipefitter

PREVAILING WAGE RATE

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Craft: Pipefitter

COMMENTS/NOTES

See PLUMBERS Rates

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

County - MONMOUTH

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 - MONMOUTH

Craft: Plumber

PREVAILING WAGE RATE

	07/01/21
Assistant General Foreman	W57.05 B42.60 T99.65
Foreman	W56.53 B42.60 T99.13
General Foreman	W59.67 B42.60 T102.27
Journeyman	W52.34 B42.60 T94.94

Craft: Plumber

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	35%	45%	55%	65%	75%					
Benefits	26.43	28.91	31.92	33.90	36.39					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber

COMMENTS/NOTES

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

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

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

County - MONMOUTH

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

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, 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 - MONMOUTH

Craft: Roofer PREVAILING WAGE RATE

	06/29/21
Foreman	W44.27 B28.81 T73.08
Journeyman	W41.27 B28.81 T70.08

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	16.50	20.63	24.76	26.82	28.89	30.95	33.01	37.14		
Benefits	2.16	2.16	26.06	26.06	26.06	26.06	26.06	26.06		

Ratio of Apprentices to Journeymen - *

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

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

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

[D] For re-roofing jobs (not requiring complete removal of existing systems, installation done over existing roof): 1:3 or fraction thereof.

Craft: Roofer COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/05/21
Foreman	W39.79 B37.29 T77.08
Journeyman	W38.04 B37.29 T75.33

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	12.61	14.38	16.14	17.92	20.14	21.94	23.75	25.58	27.38	29.18

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

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

County - MONMOUTH

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/04/21
Foreman	W56.62 B43.68 T100.30
Journeyman	W53.12 B43.68 T96.80

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	17.43	19.42	21.42	23.39	25.37	33.85	36.35	38.64	41.40	43.78

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 - MONMOUTH

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 = \$50.84.

Double-time = \$57.99.

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 - MONMOUTH

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/22
Foreman	W67.63 B34.19 T101.82
General Foreman	W70.98 B34.19 T105.17
Journeyman	W63.38 B34.19 T97.57

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

INTERVAL	PERIOD AND RATES									
1000 hours	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Benefits	12.65	12.65	26.65	26.65	26.65	26.65	Intervals 7 to 10 receive Journeyman Ben.			

Craft: Sprinkler Fitter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 1-1-22:

Apprentice rate schedule for those apprentices registered prior to 7-1-13-

Interval	Period and Rates									
1000 Hours									80%	85%
Benefits									Intervals 9 and 10 Journeyman Ben.	

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

Interval	Period and Rates										
1000 Hrs.	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%	
Ben.	13.09	13.09	27.19	27.19	27.19	27.19	Intervals 7-10 Journy.				Ben.

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.

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

County - MONMOUTH

- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

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

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

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

County - MONMOUTH

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/03/22
Finisher	W48.97 B35.91 T84.88

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/06/21
Finisher	W47.18 B31.95 T79.13
Setter	W61.44 B35.13 T96.57

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/03/22
Tile Setter	W62.17 B38.42 T100.59

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/22
Grinder or Assistant	W57.60 B38.18 T95.78
Mechanic	W59.21 B38.19 T97.40
Terrazzo Resinous Worker	W49.46 B30.91 T80.37

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES							
1500 Hours	35%	45%	60%	70%	80%	90%	100%	

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MONMOUTH

Craft: Truck Driver

PREVAILING WAGE RATE

	06/29/21
Bucket, Utility, Pick-up, Fuel Delivery trucks	W43.60 B35.13 T78.73
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W43.60 B35.13 T78.73
Euclid-type vehicles (large off-road equipment)	W43.75 B35.13 T78.88
Helper on Asphalt Distributor truck	W43.60 B35.13 T78.73
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W43.60 B35.13 T78.73
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W43.65 B35.13 T78.78
Tractor-Trailer truck (all types)	W43.75 B35.13 T78.88
Vacuum or Vac-All truck (entire unit)	W43.60 B35.13 T78.73
Winch Trailer Driver	W43.85 B35.13 T78.98

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

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

SHIFT DIFFERENTIAL:

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$3.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a

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

County - MONMOUTH

"blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Benefits on overtime shall be \$41.02.

- 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, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

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

County - MONMOUTH

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	06/29/21
Driver	W34.88 B35.13 T70.01
New Hires: 1st Year	W34.88 B35.13 T70.01

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

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. Benefits on overtime shall be \$41.02.

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

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

County - MONMOUTH

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:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.76	35.60	92.36	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.52	35.60	98.12	100.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
61.52	35.60	97.12	99.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to
139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.02	35.60	93.62	95.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.52	35.60	96.12	98.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.02	35.60	92.62	94.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
55.59	35.60	91.19	93.44

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.93	35.60	88.53	90.78

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
51.40	35.60	87.00	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.64	35.60	85.24	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
64.54	35.60	100.14	102.39

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.88	35.60	98.48	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.38	35.60	93.98	96.23

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.05	33.73	80.78	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.75	33.73	80.48	83.23	85.73

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.25	33.73	79.98	82.73	85.23

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.75	33.73	82.48	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.70	33.73	79.43	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.35	33.73	79.08	81.83	84.33

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.20	33.73	78.93	81.68	84.18

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

CLASSIFICATIONS:

Crane Operator

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.10	33.73	78.83	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

CLASSIFICATIONS:

Screedman

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.70	33.73	78.43	81.18	83.68

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.95	33.73	78.68	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

CLASSIFICATIONS:

"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:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/15/2021

Rate	Fringe	Total
33.84	23.17	57.01

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

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

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

CLASSIFICATIONS:

Assistant General Foreman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/05/2021

Rate	Fringe	Total
65.28	53.00	118.28

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021

Rate	Fringe	Total
58.14	48.74	106.88

CLASSIFICATIONS:

Foreman

Effective Dates:

12/05/2021

Rate	Fringe	Total
55.08	46.90	101.98

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/05/2021

Rate	Fringe	Total
51.00	44.47	95.47

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/05/2021

Rate	Fringe	Total
40.80	38.24	79.04

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/05/2021

Rate	Fringe	Total
35.70	35.33	71.03

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/05/2021

Rate	Fringe	Total
33.15	33.82	66.97

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/05/2021

Rate	Fringe	Total
30.60	32.30	62.90

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/05/2021

Rate	Fringe	Total
28.05	30.77	58.82

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
70.58	33.73	104.31	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
70.13	33.73	103.86	107.41	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
69.38	33.73	103.11	106.66	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
73.13	33.73	106.86	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.55	33.73	102.28	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.03	33.73	101.76	105.31	108.64

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.80	33.73	101.53	105.08	108.41

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.20	33.73	100.93	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SECTION H**ENUMERATION OF PLANS AND SPECIFICATIONS**

The following are plans (also called drawings) which form part of this contract:

GENERAL TITLE

BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SNUG HARBOR PARK

Contract No. **HHI00201.01**

FILE NUMBER **HHI00201.01**

<u>SHEET NUMBER</u>	<u>SPECIFIC TITLE</u>
1	COVER AND INDEX SHEET
2	LEGEND AND GENERAL NOTES
3	CONSTRUCTION PLAN
4	GRADING AND DRAINAGE PLAN
5	SOIL EROSION AND SEDIMENT CONTROL PLAN
6	SOIL EROSION AND SEDIMENT CONTROL DETAILS
7-9	CONSTRUCTION DETAILS

TECHNICAL SPECIFICATIONS

CONSIST OF DIVISIONS	1 -	General Requirements
	2 -	Detailed Specifications

BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SNUG HARBOR PARK

SPECIAL PROVISIONS

1. Existing Utilities

The contractor shall coordinate all work with the utility companies in the areas of construction. Information regarding existing utilities has been collected from various sources and the contractor is advised that underground object locations, elevations, or types are not warranted to be approximately correct. Nor can they be assumed to be the only subsurface objects, proposed or existing, which may be encountered during the excavation of the work. The contractor shall make all necessary investigations prior to bidding to satisfy himself as to the existing conditions. Test pits are included in the contract to be performed as necessary to confirm storm depth and location and to avoid conflict.

The contractor is advised that there are several utility poles located in close proximity to curb and drainage work. These poles will need to be held during construction. The contractor is responsible to coordinate the holds with the appropriate utility. No separate payment will be made for the holds, cost to be included under bid item Clearing Site.

2. Contractor's Progress Schedule

The contractor shall submit a proposed program of operation for the project prior to commencement of construction which clearly indicates how he proposes to conduct the work to bring about the completion of the projects.

The contractor is advised that time is of the essence for this project. Work should be substantially completed prior to May 30, 2022.

3. Construction Contingencies

The contractor's attention is specifically directed to the fact that various items and extra quantities have been included in the bid form for contingency purposes due to the nature of the work to be performed in conjunction with this project.

Accordingly, the contractor is hereby advised prior to submitting his bid that he shall take into account the fact that contingencies have been included in the items and that portions of certain items or entire items may not be utilized by the Owner, depending upon the conditions encountered during the work.

To that end, the initial contract award amount may be significantly higher than the final contract amount, depending upon the actual conditions encountered.

The contractor must satisfy himself by personal examination of location of the proposed work and surroundings thereof, and by such other means that he prefers, and shall not at any time after submission of the bid, dispute the original estimate of the work, nor assert that there was any misunderstanding in regard to the contingencies included in the quantities.

4. Asbestos Cement Pipe Removal/Disposal

When disturbing, removing and/or disposing of asbestos cement pipe, the contractor shall comply with all applicable federal, state and local requirements, including, but not limited to: current USEPA regulations (NESHAP 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23-8); the current NJDEPE regulations (NJAC 7:26-1 et. seq.); and notification regulations (NJAC 5:23-8.6, 40 CFR 61 Subpart M, and NJAC 7:26-2:12).

5. Permits

The contractor shall be responsible for obtaining all permits necessary for construction in accordance with existing local, county and state regulations and any other agency having jurisdiction in these matters.

BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SNUG HARBOR PARK

SPECIAL PROVISIONS

6. Tree Removal

The contractor shall make every effort to protect all trees which are to remain within the limits of construction. Removal of additional trees will be performed only if and where directed by the engineer.

7. Resident Notification

The contractor is hereby advised that prior to any work, proper notification must be provided to residents in the associated work areas by the contractor. Pedestrian access in accordance with all ADA requirements, as well as vehicular access must be maintained at all times throughout the construction process.

8. Special Site Conditions

Work on Sundays and Holidays is prohibited, work on Saturdays and after 5 pm on weekdays must be authorized by the Owner and Engineer.

The contractor shall provide, install and maintain (on a daily basis) fencing, barricades or other suitable materials to protect all active construction areas, newly installed surfaces and construction equipment / supplies from unauthorized access and/or damage during the contract time. Methods and materials for said protection measures shall be approved by, and coordinated with, the Owner and Engineer. Separate payment for said protection measures will not be made. Cost of same shall be included in all contract items requiring protection.

Contractor shall pay special attention to the existing bulkhead on the project site. Bulkhead is to be protected from damage. No separate payment will be made for protection of bulkhead.

9. Special Attention to Existing Conditions

It is recommended that the bidder visit the site during preparation of bid to ensure full understanding of existing landscaping, fencing, vegetation, guide rail, landscaping walls, and other amenities that may be disturbed and required to be restored under this contract.

10. Winter Season

The contractor is hereby advised that work will not be permitted during weather conditions unsuitable for construction per the specifications. If weather conditions create an unsuitable construction environment, the contractor shall winterize all work areas to the satisfaction of the engineer. No separate payment will be made for demobilization, remobilization, winterization, down time, or any other work due to inclement weather.

11. Accessibility of Recreational Facilities

Please note that per N.J.A.C. 5:23-7.15 all recreational facilities in New Jersey must be accessible to people with physical disabilities. An accessible route of travel is required at and between all facilities, support facilities, and access points with surfaces permitting independent wheelchair passage. The *New Jersey Barrier Free Subcode: Recreation Section*, available from the Department of Community Affairs Division of Codes and Standards ((609) 984-7609), provides details on making the following recreation facilities accessible: routes of travel, pools, swimming and skating areas, boating areas, fishing areas, court games, ice rinks and roller rinks, playing fields, golf facilities, skiing facilities, trails, camping sites, park and playground equipment, and equestrian facilities.

12. Maintenance Bond

BOROUGH OF HIGHLANDS
MONMOUTH COUNTY, NEW JERSEY

IMPROVEMENTS TO SNUG HARBOR PARK

SPECIAL PROVISIONS

The contractor is advised a two (2) year maintenance bond in the amount of fifteen (15) percent of the final contract amount is required for this project. The maintenance bond period will begin once the project has been accepted by the Borough and the final payment has been made. At that time, the full two (2) year maintenance bond period will begin.

13. Dewatering

The contractor is hereby advised that dewatering may be required for installation of storm sewer items and foundations. No separate payment will be made for dewatering, cost to be included under all items requiring same.

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

<u>1-0.1</u>	<u>TABLE OF CONTENTS</u>
1-2.6	PROGRESS SCHEDULE
1-4.1	BOUNDARIES OF THE WORK
1-4.4	LINES AND GRADES
1-6.3	WORK IN BAD WEATHER
1-6.4.1	CONTRACTOR'S OFFICE
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SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

1-2.6 PROGRESS SCHEDULE. - Supplement to General Conditions Article F 2.6

Within ten (10) days after the award of the Contract, the Contractor shall submit in writing a proposed program of operation, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be so scheduled that the work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment.

This plan of operation may be adjusted and revised as the work progresses, but such changes must have at all times the approval of the Engineer.

In any event it shall be the purpose of the progress schedule to guide the course of the work, and strict adherence to it will be demanded by the Engineer.

If all or part of the work of the Contract will be substantially delayed by the extremes of winter weather, the Contractor shall anticipate such delays, shall prepare his progress schedule in a manner that will minimize the overall effect of such anticipated weather delays, and shall periodically update said schedule in accordance with actual weather delays experienced to that date and anticipated for any subsequent period.

1-4.1 BOUNDARIES OF THE WORK. - Supplement to General Conditions Article F 4.1

The Contractor shall obtain from the Owner all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy them.

He shall also obtain from the Municipality, County and/or NJDOT required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the site or sites of his work, and he shall comply with the requirements of these public agencies.

1-4.4 LINES AND GRADES. - Supplement to General Conditions Article F 4.4

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

Primary reference points for the laying out of the work shall be provided by the Owner.

Lines and grades will be set by a N.J. Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses and will be located to cause as little inconvenience to the prosecution of the work as possible.

The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the lines and grades established. He shall remove any obstructions placed by him contrary to this provision.

The Contractor shall furnish and maintain at his own expense, stakes, and other such materials, and give such assistance, including qualified helpers, as may be required for setting line and checking grade marks.

The Contractor shall provide grade sheets at least two (2) working days in advance of the time same will be needed for review, and shall keep the Engineer informed of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the giving of lines and grades, but, when necessary, working operations shall be suspended for such reasonable times as Contractor's surveyor may require for this purpose.

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, re-established them and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes, and

marks. Replacement of disturbed or destroyed Principal reference points shall be completed by a N.J. Licensed Land Surveyor, acceptable to the Owner and Engineer, and at the Contractor's expense.

1-6.3 WORK IN BAD WEATHER. - Supplement to General Conditions Article F 6.3

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter, and other facilities as directed and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

1-6.4.1 CONTRACTOR'S OFFICE. - Supplement to General Conditions Article F 6.4

Unless specifically waived in the Proposal, the Contractor shall erect, furnish and maintain a field office, with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at said office at all times or at definite times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at said field office. This office shall be suitably heated and shall be equipped with proper sanitary facilities.

1-6.4.2 WATER AND ELECTRICITY. - Supplement to General Conditions Article F 6.4

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

1-6.4.3 HEATING - Supplement to General Conditions Article F 6.4

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

1-6.4.4 TRAFFIC PROTECTION AND PARKING OF CARS - Supplement to General Conditions Article F 6.4

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that the cars belonging to his workmen are parked in areas permitted by the municipal authorities.

He shall take particular care to provide access to adjacent property, both for ordinary traffic and emergency vehicles. Access to fire hydrants shall be kept clear at all times. The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project area controlled by competent Flagmen as necessary. IMMEDIATE clearance through the project area shall be furnished for Fire/Rescue/Police Vehicles and School Buses. If necessary, work shall be temporarily suspended to permit the immediate passage of Fire/Rescue/Police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with red flashing lights battery operated not more than five feet apart and not less than three lights shall be used.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times, and all operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described and in addition to uniformed traffic directors shall be as stated in the Division 2 Specifications and in the Proposal.

Uniformed Traffic Directors:

Uniformed Traffic Directors (law enforcement officers) from the jurisdiction(s) affected by this project may be required by the terms of the Proposal (Section C) for this project. If required by the terms of the Proposal, and if the contracting unit does not elect to provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers, a line item allowance (bid item) has been established with a dollar amount based on a good faith effort on the part of the contracting unit to reasonably estimate the total cost (as it relates to Uniformed Traffic Directors). The unit of measure for said line item allowance is man-hours and said unit shall include the cost of traffic control personnel, vehicles, equipment, administrative or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidders traffic control personnel, vehicles, equipment and administrative costs. The line item unit price used in the proposal is the price per man-hour established by the contracting unit for these services and is the same unit price to be used by the contracting unit when billing the Contractor. No additional compensation over and above the established unit price multiplied by the approved number of man-hours worked will be due the Contractor.

For this contract, the estimated number of man-hours listed in the proposal is based on one uniformed officer at any one work area. The Contractor shall provide any additional traffic direction personnel/flagmen to assist if and where required due to the nature of the work and extent of the work area.

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with Section 17 of P.L. 1971, c. 198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed.

1-6.4.5 SURFACE DRAINAGE. - Supplement to General Conditions Article F 6.4

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be deemed included in the unit or lump sum prices for the various items of work to be done under the Contract.

1-6.4.6 ENGINEER'S FIELD OFFICE. - Supplement to General Conditions Article F 6.4

If not waived by the terms of the proposal and contract agreement, the contractor shall furnish Engineer's Field Office, provide the necessary utilities for same, including heat, light, potable water, power, telephone, toilet facilities, janitorial supplies and services, and waste disposal, and shall pay all costs associated with same and fully complying with the following particulars. No separate payment will be made for these facilities and all costs related to same are to be included in the respective bid prices in the Proposal.

1-6.5 DOMESTIC MATERIAL - Supplement to General Conditions Article F 6.5

The contractor during the course of this contract agrees to use, supply or deliver only such manufactured articles, materials and supplies as have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever available.

1-6.17.1 SANITARY-REGULATIONS. - Supplement to General Conditions Article F 6.17

Toilet accommodations properly secluded from observation shall be erected and maintained by the Contractor, in such a manner and in such locations as approved by the Board of Health, and their use shall be strictly enforced.

The building of shanties or other structures for housing the men, tools, machinery or supplies, will be permitted only at approved places and the sanitary conditions of the ground in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

1-6.17.2 FINAL CLEANING. - Supplement to General Conditions Article F 6.17

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contract shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

1-6.20.2 PROTECTION OF WORK UNTIL COMPLETION. - Supplement to General Conditions Article F 6.20.2

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

The contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work, whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for other items scheduled in the Proposal. In the event that the contractor fails to maintain safe traffic conditions and job conditions, the Municipality may after failure of the contractor to provide safe traffic conditions, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the contractor.

1-6.20.3.1 CARE OF PUBLIC AND PRIVATE PROPERTY - Supplement to General Conditions Article F 6.20.3

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

1-6.20.3.2 PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES AND UTILITIES - Supplement to General Conditions Article F 6.20.3

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible FOR ALL DAMAGES to all utilities or other underground or surface structures whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them IF THEY ARE DAMAGED AS A RESULT OF OPERATIONS UNDER THIS CONTRACT.

In the event that UNDERGROUND STRUCTURE OR UTILITIES are disclosed by the Contractor's operations THAT OCCUPY THE SAME SPACE AS REQUIRED BY INSTALLATIONS UNDER THIS CONTRACT, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- a. Where it develops that the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.
- b. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for the same, and will in turn be reimbursed by the Owner for the amount paid thereon plus five percent (5%).
- c. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed as set forth under Article G 10.1.1, entitled, "Extra Work - Increased Compensation". This provision shall likewise apply to instances under (a) and (b) above, where the contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

If, in the opinion of the Engineer, it is necessary to install temporary lines, to prevent interruptions in utility service to residents, the Contractor shall install or have installed the temporary lines necessary to provide service. He shall maintain and protect such lines during the course of the work and shall remove them when permanent connections have been made unless otherwise directed by the Engineer. The costs therefore shall be assumed by the Contractor in all cases excepting only where the structure or utility requiring such temporary replacement, occupies the same space as that needed for installations under this Contract, in which event the procedures for compensation listed under (a), (b) and (c) in this Article will be followed.

Such work shall be performed to the satisfaction of the Engineer.

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair, replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

1-6.20.4 ACCIDENT PREVENTION AND FIRST AID - Supplement to General Condition F 6.20

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the U.S. Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in

contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

1-6.20.4.1 CONTRACTOR'S SIGNS. - Supplement to General Conditions Article F 6.20

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the opinion of the Engineer in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white stripped. Warning and detour signs and barricades and other safety devices shall be reflectorized painted or lighted, and maintained.

1-6.20.4.2 WATCHMEN & FLAGMEN - Supplement to General Conditions Article F 6.20

Watchmen and/or Flagmen shall be furnished and shall be on duty appropriate to carry out the Contractor's responsibility for safety and protection.

1-6.23.1 WORKING DRAWINGS - Addition to General Conditions Article F 6.23

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for materials, workmanship and Contract Items. These drawings will be known as "Working Drawings."

The drawings shall be numbered to coincide with the Division and article of the specifications related to same, and consecutively numbered for all individual drawings for a particular item or items related to the particular division and article and shall accurately and distinctly present the following:

- a. All work and erection dimensions.
- b. Arrangement and sectional views.
- c. Necessary details, including complete information or making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract Item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

- a. The contractor shall submit for approval two prints and one reproducible sepia copy, or six prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal in duplicate,

containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.

- b. When a drawing is satisfactory to the Engineer, it will be stamped "NO EXCEPTIONS TAKEN", be dated, and two copies thereof will be returned to the Contractor by letter.
- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "REVISE AND RESUBMIT", or "REJECTED", and will return one copy thereof to the contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit two prints and one reproducible sepia copy of the drawing for approval, within five (5) working days of the date of rejection.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "NO EXCEPTIONS TAKEN" thereof is obtained.

1-13.2 INSPECTION. - Supplement to General Conditions Article F 13.2

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefore.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

1-13.3 NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR. Supplement to General Conditions Article F 13.3

Certain items in the work will require special inspection by the Engineer and/or his inspectors. The Engineer will so specify these items to the Contractor during the course of the work; whereupon the Contractor, before proceeding with such specified items, shall give two working days written notice in advance to the Engineer, for the purpose of scheduling and providing such inspection service.

1-13.10 STOPPING WORK - Supplement to General Conditions Article F 13.10

The Engineer, acting as the Owner's representative, may stop, by written order, or a verbal order confirmed in writing within twenty-four hours, any work or any part of the work under the Contract if in his opinion the methods or materials employed are unsafe, improper or defective. No payment for downtime will be made. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing. Work may also be stopped by the Engineer or required to be postponed for an adequate period of time if the work interferes with, or unduly interrupts the operation of existing utilities. The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all locations of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocations to minimize possible or actual delay to planned progress.

1-18.1 PROJECT PHOTOGRAPHS

IF REQUIRED BY THE TERMS OF THE PROPOSAL and Contract Agreement, only, the Contractor shall provide three sets of acceptable, unretouched 8"x10" glossy, cloth mounted 8-1/2"x11" format, properly identified Pre-construction, Progress, and Final Construction Project Photographs comprising not less than the total number of individual prints stipulated in the proposal, with the cost of same included in the various prices bid. All project photographs shall conform with the following particulars and be delivered as required hereinafter.

1-19.1 ABBREVIATIONS

Where any of the following abbreviations are used in the Specifications they shall have the meaning set forth opposite each.

ACI	American Concrete Institute
ASTM	American Society for Testing Materials
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
NBS	National Bureau of Standards
AIEE	American Institute of Electrical Engineers
AASHO	American Association of State Highway Officials
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code, latest edition
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Standards

FEDERAL SPECIFICATIONS

Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, D.C.

125 LB. AMERICAN STANDARD

American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

USS GAUGE United States Standard Gauge

N.J.D.O.T.S.S. New Jersey Department of Transportation Standard Specifications, 2007 (as amended)

GPD	Gallons per day
MGD	Million gallons per day
GPM	Gallons per minute
CFS	Cubic feet per second

SPECIFICATION ABBREVIATIONS

Omission in wording. For brevity, some sentences are incomplete and such words and phrases as "the contractor shall", in conformity therewith", "shall be", "as noted on drawing", "according to the drawings", "a", "an", "the" and "all" which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

The contractor shall provide all items, articles, materials, operating methods lists, mentioned or scheduled on drawings or in specifications, including all labor, materials, equipment, incidentals necessary and required for their completion.

Approvals, etc., wherever the words "approved", "satisfactory", "direct", "submitted", "inspected" or similar words or phrases are used, it shall be assumed that the word "Engineer" or one of their representatives follows the verb as the object of the clause, such as "approved by the Engineer" and "submitted to the Engineer".

References to the Standard Specifications or manufacturer's installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

Terminology: Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

1. "Acceptable", "equal to", "proper", and other qualifying terms imply the judgment by the Architect/Engineer.

2. "Approved", or "Approval" means any equipment, item or material approved by the Architect/Engineer.
3. "Approved equal" means any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.
4. "Concealed" means work which is not exposed to view when the project is complete.
5. "Exposed" means work which remains exposed to view when the project is complete.
6. "Delivery" means unloading and storing at the site.
7. "Furnish" means to supply and deliver to the job.
8. "Governmental" means all Municipal, County, State and Federal government agencies.
9. "Install" means complete erection and connection of work.
10. "Piping" includes piping and all fittings, valves, hangers and other accessories related to piping.
11. "Provide" means "furnish" and "install" as defined above.
12. Words in singular form shall include as many such devices as are required to complete the work.

1-20 EXISTING UTILITIES

Prior to the start of any excavation work, the contractor shall contact the various utility companies in order to obtain firsthand information of underground piping and conduits:

One recommended number to call for various private utilities is 1-800-272-1000.

The following are to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity:

HIGHLANDS SEWER DEPT.

42 Shore Drive
Highlands, NJ 00732
Telephone – 732-787-3903

NEW JERSEY AMERICAN WATER CO.

661 Shrewsbury Avenue
Shrewsbury, NJ 07702
Telephone – 1-800-352-4772

CABLEVISION OF MONMOUTH

40 Pine Street
Tinton Falls, NJ 07753
Telephone – 732-542-8107

VERIZON

999 W. Main Street
Freehold, NJ 07728
Telephone – 732-683-5180

JERSEY CENTRAL POWER & LIGHT

101 Crawfords Corner Road
Bldg 1, Suite 1-511
Red Bank, NJ 07701
Telephone – 732-212-4242

NEW JERSEY NATURAL GAS COMPANY

1415 Wyckoff Road
Wall, NJ 07719
Telephone – 732-938-1000

DEPARTMENT OF PUBLIC WORKS

42 Shore Drive
Highlands, NJ 07732
Telephone – 732-872-1224x250

HIGHLANDS POLICE DEPARTMENT

27 Shore Drive
Highlands, NJ 07732
Telephone – 732-872-158

One recommended number to call for various private utilities is 1-800-272-1000.

The municipal police department is to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity.

S P E C I F I C A T I O N S

DIVISION 2 - SITE WORK

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SECTION 2A - CLEARING AND PREPARATION SITE

WORK INCLUDED

Clearing and preparation of site shall consist of removing all natural and artificial obstacles and material from the construction areas and such other areas as may be specified. The above work includes, if applicable, the removal and resetting of street and road signs, mailboxes, fences, guardrail, removal of trees, shrubs, stumps, roots, brush, and grubbing, and any other structures as directed by the Engineer.

Clearing and preparation of site shall also include provisions for mobilization, demobilization, and general site clean-up during all phases of work *and* at the conclusion of the job.

Specifically included for this contract is the selective removal and disposal of existing trees where noted on the plans or as directed by the Engineer (including stumps, brush and complete clean-up). Clearing limits and/or individual trees to be removed shall be verified at a site meeting of the Engineer and Contractor a minimum of 48 hours prior to any disturbance is scheduled. Protection of trees to remain is to be in accordance with the details in the contract drawings. Any existing trees at or near the proposed edge of disturbance shall be evaluated and, at the discretion of the Engineer, either removed or protected and saved.

The work also includes the removal and disposal of existing asphalt parking lots, basketball courts and pickleball courts where indicated on the plan. Restoration, including filling, grading, and topsoil to meet adjacent grade shall be included in this item. The work also includes removal of various appurtenances of the past use of the park, including but not limited to playground structures, site amenities, field / court amenities, concrete curb, and concrete pads.

The local electric utility shall remove any existing utility poles, lights and overhead service present on the site in accordance with regulations at no cost to the contractor.

Any salvageable materials, such as site amenities, playground equipment and/or field / court amenities shall be held for the Township to review prior to disposing.

Existing improvements, adjacent properties, utilities and other facilities and trees or landscaping that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. Areas within the contract limits shall be cleared of all vegetation such as trees, logs, stumps, roots, downed trees, brush, grass, weeds and all other objectionable material as directed by the Engineer. Removal of large trees as directed by the Engineer shall be under the direct supervision of a N.J. Certified Tree Expert utilizing forestry/tree removal equipment appropriate for safe removal of trees and the protection of public and private properties and utilities.

When or where any direct or indirect damage or injury is done to public, or private property, by or on account of any act or omission, neglect or misconduct, on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor at his expense, to a condition equal to or better than existing before such damage or injury was done, or the Contractor shall provide compensation for the damage or injury in such other manner as may be acceptable to the Owner and/or Engineer.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
CLEARING AND PREPARATION OF SITE, MOBILIZATION, AND DEMOBILIZATION	LUMP SUM
REMOVAL OF CURB OR CURB AND GUTTER (INCLUDING SAWCUTTING)	LINEAR FOOT

Pay ItemPay Unit

REMOVAL OF EXISTING DRAINAGE PIPE

LINEAR FOOT

REMOVE EXISTING CONCRETE PAD

SQUARE YARD

Compensation for Clearing Site including all labor, equipment and materials for the work described above shall be included in the lump sum price bid for Bid Item No. 1 as listed in the proposal form. A maximum bid amount is specified for this item in the Proposal. If bidders determine that additional compensation is required for this item said compensation shall be included in the other bid items requiring clearing and preparation of site.

Compensation for labor and materials required for tree save measures, all pruning, tree and limb removal, field dressing, removal of dead vegetation, and disposal as required by the Engineer shall be included in the bid price for Clearing Site and Preparation of Site.

A portion of the bid amount for Clearing and Preparation of Site based on the approved schedule of values will be retained until final clean-up, restoration, punch lists, and demobilization are complete.

Separate payment will not be made for the items associated with clearing and preparation of site for which individual pay items have not been provided in the contract. Costs for same shall be included in the Lump Sum price bid for clearing site, and/or the prices bid for all items requiring the same.

SECTION 2B - SOIL EROSION AND SEDIMENT CONTROL

WORK INCLUDED

"Soil Erosion and Sediment Control" shall include the furnishing of all materials, labor, and equipment necessary for implementing proper measures to reasonably control soil erosion from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, diversion ditches and sediment basins, seeding and mulching, and sodden critical areas to provide temporary protection. All work shall be performed in accordance with the approved soil erosion plan and detail sheets.

MATERIALS

Materials shall conform to the requirements of appropriate articles of "Standard for Soil Erosion and Sediment Control in New Jersey" as revised and adopted January 2014, and the Standard Specification for Road and Bridge Construction of the New Jersey Department of Transportation, 2007 as added to and amended. Such standard specifications are made part of the specifications by this reference and will not be repeated herein. In case of conflict between the above-mentioned requirements, the standard requiring the higher in terms of quality of materials and workmanship shall prevail.

METHODS OF CONSTRUCTION

The work on soil erosion and sediment controls shall include, but not be limited to the following:

1. All soil erosion and sediment control practices on this project shall be constructed in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", or as approved for this project.
2. The smallest practicable area of land shall be exposed at any one time during the project and wherever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading or other soil disturbance shall be done in a manner which will minimize soil erosion.
3. A schedule of construction operations shall be submitted to the Engineer for his approval.
4. A 72-hour notice shall be given to the Engineer prior to the start of construction or grading. This notice can be verbal but must be followed by a written statement not less than forty-eight (48) hours prior to start-up.
5. All soil erosion and sediment control devices shall be in place prior to any major soil disturbance or installed and removed in their proper sequence to allow for further operations on the site.
6. All sediment control structures shall be checked and maintained on a regular basis and all basins shall be cleaned periodically when storage capacity is affected by siltation.
7. During construction, any additional control measures as deemed necessary to prevent erosion or control sediment beyond those measures shown on the approved plans shall be installed or employed at the direction of the Engineer.
8. After completion of construction, soil and sediment controls shall be left in place until all disturbed areas are stabilized.
9. Disturbed areas including roadway embankments shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for the establishment of permanent vegetative cover.
10. All areas disturbed by grading on which permanent or semi-permanent seeding or temporary seeding have not been made and all slopes with a grade steeper than 2:1 shall

be treated by mulching. The mulch shall be applied at a rate of 2 tons per acre or equivalent measure, according to State standards.

11. All areas disturbed by grading including soil stockpiles, which will not be used or constructed upon a period greater than thirty (30) days shall be temporarily seeded and protected as required.
12. All areas disturbed by grading which will not be constructed upon within six (6) months are to be stabilized with a permanent type seeding and fertilizing.
13. All disturbed areas shall be topsoiled, limed and fertilized prior to both temporary and permanent seeding in conformance with charts and tables as set forth in the "Standards for Soil Erosion and Sediment Control in New Jersey".
14. Hay bales shall be deemed unacceptable filter material in areas greater than one-half (1/2) acre.
15. Access and haul roads shall be protected with stone access strips and coarse stone filters in appropriate locations.
16. Fording of streams shall be kept to a minimum and where frequent crossings are contemplated, temporary bridges or culverts shall be constructed.
17. Storm drainage inlets are to be either capped or protected by temporary filter devices to prevent the entry of sediment carried by run-off water until vegetation and/or paving is established as planned.
18. Wherever well points, pumps or other dewatering methods are used, care shall be taken to provide for the elimination of said dewatering.
19. All drainage swales shall be parabolic in shape unless otherwise noted and shall conform to SCS design and standards.
20. Drainage swales and other structures shall be located in the field so as to retain as much of the original vegetation as possible, especially large trees.
21. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil having a pH of 5 or more before seed bed preparation. The added soil shall be limed as above.
22. Roadways shall be swept at the end of each working day by the Contractor. When deemed necessary by the Engineer, the Contractor shall have the roadways swept by a mechanical sweeper. Same shall be provided at no additional cost to the Owner.

MEASUREMENT AND PAYMENT

Separate payment for soil erosion and sediment control will not be made. Payment for Soil Erosion and Sediment Control, including all work and materials as detailed above and required by the soil erosion control plan and OCSCD Certification, including the removal of such measures at completion of the construction project or at such time when all disturbed areas are stabilized, shall be included in the price bid for items requiring same.

SECTION 2C - ENVIRONMENTAL PROTECTION MEASURES

WORK INCLUDED

The Contractor shall install, perform and maintain all environmental protection measures as detailed herein and as shown on the drawings. This section shall apply to all areas of work requiring same and in cases of conflicts with other sections, this section shall govern.

SPILL PREVENTION, REPORTING AND CLEAN UP

The Contractor shall take precautions to prevent hazardous materials spills. Should a spill occur, the Contractor shall immediately inform the Owner and his Engineer, and shall at Contractor's cost make such reports and complete such clean-up efforts as are required by Federal, State and local regulations. In the event of a spill, the Engineer will call the New Jersey Environmental Action Hotline at (609) 292-7172.

The Contractor shall supply and have on-site at all times, a supply of absorbent booms and other approved materials to isolate and contain possible spills and divert same from catch basins and water courses.

EROSION CONTROL

The Contractor shall install and maintain soil erosion and sediment control measures as indicated on the drawings and as directed by the Engineer.

STOCKPILING

The Contractor shall use environmentally suitable stockpiling sites for the purpose of storing materials, equipment and suitable backfill material. Environmentally suitable sites shall be level, devoid of mature stands of natural vegetation, and be removed from drainage facilities and features, wetlands, streams and stream corridors.

Portions of the construction sites within the construction area boundaries may be utilized as environmentally suitable stockpiling areas.

The Contractor shall use silt fence barriers and shall erect temporary fencing or other barriers to mark the boundary of the stockpile areas. Where fill is to be stored in excess of 14 days, the Contractor shall employ a suitable means of protecting excavated material from wind and water erosion. Erosion control methods may include one or more of the following: mulching, sprinkling, snow fencing, burlap fencing and gravel covering.

Proposed erosion control methods shall be submitted by the Contractor to the Engineer at the Pre-Construction Conference.

DUST CONTROL

The Contractor shall furnish labor, water spray equipment and water, mechanical sweeping equipment, hand brooms, and any other equipment required for control of dust on the project streets or parking lots and any adjacent streets used by the Contractor for access to the project.

As often as required during each working day and particularly prior to each working day's conclusion, areas under immediate construction (including access roads and other area affected thereby) will be swept clean and wet down sufficiently to lay dust to the Engineer's satisfaction. In addition, these areas will be wet down during non-working hours (including weekends) as often as required to keep the dust under control.

The use of calcium chloride or petroleum products for dust control and soil stabilization is prohibited.

NOISE CONTROL

The Contractor shall be responsible for maintaining noise levels to within acceptable limits. To accomplish this he shall limit the number of machinery in operation to only those required, by requiring all equipment to have adequate mufflers, and by limiting construction activities to hours between 8:00 a.m. and 4:30 p.m. except for essential operations such as dewatering.

PROHIBITED CONSTRUCTION PROCEDURES

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or at unspecified locations;
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters;
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands;
4. Damaging vegetation adjacent to or outside of the access road or the right-of-way;
5. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations;
6. Permanent or unspecified alteration of the flow line of the stream, and
7. Open burning of project debris.
8. Location of storage stockpile areas in ESA's.
9. Disposal of excess or unsuitable excavation material in wetlands or floodplains, even with permission of the property owner.

PAYMENT

Separate payment for environmental protection measures will not be made. Payment for environmental protection measures shall be included in the price bid for items requiring same.

SECTION 2D – EXCAVATION AND BACKFILL

WORK INCLUDED

The work includes all topsoil stripping/removal, excavation, cuts, fills, import material (if required), backfill, grading, compaction, and associated work necessary for the construction of the structures, park facilities, pipelines, inlets, manholes, drainage basins, basin embankments and appurtenances as shown on the plans or required to complete the work per intent of the specifications

The Contractor is responsible to establish earthwork quantities to complete all cuts and fills and in order to arrive at the lump sum bid prices for earthwork items listed in the proposal. **Under no circumstances will additional payment be considered for earthwork bid items required to construct the improvements in accordance with the plans and specifications.**

Construction of the infiltration basin shall include excavation, dewatering, berm construction, K-5 sand bottom, and all other associated work.

Excavation, fill and backfill work includes transportation, storage in temporary stock piles, backfill, selection, placing and compaction of the various classes of fill and the disposal of unsuitable or surplus materials at approved locations provided by the Contractor. This shall include any and all excavation.

INFLTRATION BASIN CONSTRUCTION/EXCAVATION

The excavation shall be constructed in accordance with the following, to help minimize soil compaction within the basin:

To avoid compacting a basin's subgrade soils, no heavy equipment such as backhoes, dump trucks or bulldozers shall be permitted to operate within the footprint of the stormwater basin. All excavation required to construct a basin shall be performed by equipment placed outside the basin. If this is not possible, the soils within the excavated area shall be renovated and tilled after construction is completed. Earthwork associated with stormwater basin construction, including excavation, grading, cutting or filling, shall not be performed when soil moisture content is above the lower plastic limit.

The Contractor shall familiarize himself with this and any other applicable Township regulations, anticipate field directives regarding the regulations and shall conform to said regulations and/or directives throughout the basin construction.

The Contractor shall dewater the excavation areas as required and in accordance with the details shown on the project drawings. Separate payment for dewatering will not be made; all costs associated with dewatering shall be included in the prices bid for basin construction.

TOPSOIL SEPARATION

The Contractor shall remove and stockpile all topsoil prior to commencing excavation unless he can demonstrate that he can satisfactorily separate the topsoil from other soils during the work. No topsoil shall be removed from the project site without written consent from the Owner.

All areas to be seeded or sodded shall be topsoiled with approved topsoil onsite or imported if required, to the limits approved by the Engineer. Onsite topsoil shall be tested and amended as necessary to meet the topsoil specifications detailed on the plans and within these specifications. Separate payment for testing and amending the onsite topsoil will not be made.

Imported topsoil shall be inspected for approval by the Engineer prior to delivery to the site by representative samples or by visit to the material source. Separate payment for imported topsoil, if used, will not be made.

EXCAVATION AND CLEARANCES

The excavations shall be made to conform with the lines of the finished structures wherever practical. The excavations shall not be carried below the required subgrades. The trench in which pipe, manholes or inlets are to be constructed shall be excavated from the surface and to such depths, and widths (not less than 12 inches nor more than 24 inches greater than the maximum external dimension of the structure) as will give suitable room for bracing and supporting, pumping and draining, and for removing from the excavation any material which the Engineer may deem inadequate for foundation. Any surplus material shall be distributed on the site or removed as directed by the Owner. All excavations shall be of sufficient width to permit work to be done competently, and safely.

The length of the trench to be opened or the area of the surface to be disturbed and restored at any time will be limited by the Owner with regard both to expeditious construction and convenience to the Owner. New trenches will not be excavated if previous trenches are in need of backfilling or labor is needed to restore the surface of the ground to a safe and proper condition.

All excavations for pipelines shall be clear of boulders, rocks, masonry or other similar material which shall be excavated to a level at least six inches below the bottom of the pipe, and shall be fully refilled with approved material mechanically compacted to provide a stable subbase. Rock or boulders shall be removed from sides of trenches to 12 inches minimum outside the wall or the pipe, unless permission to do otherwise is expressly given. Gravel or stone bedding shall be provided, placed and compacted to the minimum depths when indicated on the plans or as ordered by the Engineer. The bottom of the trench shall be excavated where the earth is suitable for good foundation to the form and size of the lower portion of the pipe or other structure, so that there shall be full and adequate support for the structure which is to be built on it. Ample excavation shall be made under and around the pipe joints for joining and to relieve the bell of shearing forces.

UNAUTHORIZED EXCAVATION

Special care will be taken with the final six inches of all excavations. In no case shall the excavation be carried below the required subgrade by machine and backfill used to establish the required grade. Where the excavation has been carried below subgrade, the Contractor shall, at his own expense refill such areas with compacted 3/4 inch graded gravel or crushed stone to insure the stability of the structure or pipe. If the Contractor excavates below the required subgrade for structures, the over-excavation shall be filled with material subject to the requirements of the Engineer and may include 2000 psi concrete if so ordered by the Engineer, at no additional cost to the Owner.

SHEETING AND BRACING

The Contractor shall fully comply with the applicable requirements of Federal and New Jersey OSHA.

Where necessary for safety or to prevent disturbance, damage or settlement of adjacent structures, pipelines utilities, improvements or paving, excavations shall be sheeted and braced. Any damage to new or existing structures occurring through settlement, water or earth pressure, or other causes due to inadequate construction procedures of the Contractor in any manner, shall be repaired by the Contractor at his own expense.

DEWATERING AND PROTECTION FROM FLOODING

The Contractor shall dewater the excavations promptly and continuously throughout the progress of the work and shall keep the excavations dry at all times until the structures to be built therein, are completed. Where work is to be performed below groundwater level, the Contractor shall provide, operate and maintain dewatering facilities sufficient to maintain the excavation free from groundwater for the time required to complete the work in the proper workmanlike manner.

The Contractor shall protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

All necessary precautions shall be taken to prevent disturbance of, and to properly drain, the areas upon which concrete is poured, and upon which pipe is to be laid. All concrete shall be kept dry for one month after pouring.

BACKFILLING EXCAVATIONS

The Contractor shall backfill excavations around structures, underneath paved areas, sidewalks, and other areas sensitive to settlements with on site material, if acceptable, which shall be compacted to 90 percent of its modified proctor density determined in accordance with ASTM Specifications D-1557-72T.

All lumber, braces, construction articles, and rubbish shall be carefully removed from behind walls of structures and from other excavations to be backfilled. Unless otherwise specified, all trenches or excavations shall be backfilled and compacted to the original ground surface or to such grades as shall be required. The backfilling outside building walls shall be done in accordance with good practice to prevent after-settlement around all structures and pipelines, and with appropriate equipment to protect same from damage.

The Engineer reserves the right to make such selection of the material for various portions of the backfill as may be required for the satisfactory execution of the work.

Backfill shall not be placed on ground that is frozen, nor shall backfill material be permitted to freeze during placing and compaction.

As soon as practical after the pipe or masonry has been placed and the concrete has acquired satisfactory strength, as determined by the Engineer, the backfilling shall begin and shall be expeditiously completed.

The Contractor shall utilize approved mechanical vibratory compaction equipment to thoroughly consolidate backfill. The backfill shall be installed in approved lifts and compacted to achieve maximum consolidation and minimize subsequent settlement. All backfill in embankments shall be thoroughly compacted by rollers of approved size, type and weight for the particular fill materials.

SITE GRADING

All fill required to provide site grading in accordance with the construction plans shall be of clean material derived from on site general excavation as found suitable by the Engineer or imported material approved by the Engineer. Application of this material shall be as noted in following section entitled "Additional Excavation and Fill". Clay core material shall be furnished and installed per the plans and/or as directed by the Engineer. Representative samples and permeability test results shall be submitted and approved prior to placement of the material. No separate payment will be made for import fill.

ADDITIONAL EXCAVATION AND FILL

Wherever undisturbed material found at the grades shown on the plans for the footings or pipe inverts is not satisfactory in the opinion of the Engineer, the Contractor shall make any additional excavations and disposal of excavated material as directed by the Engineer, and shall refill excavations to the required grade with compacted suitable fill material. The fill material shall be as specified under other applicable sections of these specifications.

Fill material shall be spread in uniform horizontal layers that when compacted shall not exceed 8 inches in thickness. Each lift shall be compacted to 95% of its modified proctor density in accordance with ASTM D-1557-72T. The moisture content of the fill material shall be changed when necessary to attain the specified density. Changing of the moisture content of the fill material shall be accomplished by aerating

the soil or by adding water to the fill as required. If wetting or drying is required, each lift shall be thoroughly mixed to insure a uniform distribution of moisture. Compaction shall be accomplished by equipment designed for compacting the type of fill being used as approved by the Engineer. The Contractor shall establish operating procedures to obtain uniform coverage of the area being compacted. During construction, the surface of the fill shall be graded to permit runoff of surface water at all times.

NOTE: All excavated material shall be evaluated by the Engineer or his representatives for the suitability of its re-use within the project for fill material. If the excavated material is found suitable, same shall be used for fill and placed in other locations of the project and compacted in accordance with current NJDOT specifications. Payment for all costs associated with the removal, replacement and compaction of this material as directed by the Engineer shall be included in the unit price bid for all items requiring same. Payment for over excavation or undercutting, only if ordered by the Engineer, shall be made at the unit price bid in the proposal form.

If the material is deemed unsuitable, it will then become property of the Contractor to dispose of in accordance with applicable Local, State and Federal regulations. Payment for the removal and disposal of unsuitable material shall be included in the prices bid for all items requiring the excavation of the material.

BACKFILLING TRENCHES

No trench or other excavations shall be backfilled until the structure or pipeline in it has been examined and approved. Immediately after inspection and approval the trench or other excavation shall be carefully backfilled with the suitable select excavated material and/or other material as detailed or ordered. Whenever the Engineer deems the excavated material unsuitable for backfilling the Contractor shall furnish acceptable material as may be order by the Engineer. No large rock or frozen earth shall be put in the trench. Suitable material shall be used to fill evenly on both sides of the pipe and carefully tamped or rammed so as not to disturb the pipe joints, at the same time making the filled trench thoroughly compact until the filling reaches one foot above the top of the pipe. When the backfilling has been carried to one foot above the top of the pipe, it shall be thoroughly rammed with tools having faces of 25 to 36 square inches and weighing not less than 20 lbs. Rock in pieces weighing more than 50 lbs. shall not be put in the trench. All spaces between suitable pieces of rock shall be thoroughly filled by backfilling in alternative layers of rock and earth. All sheeting shall be withdrawn, unless otherwise ordered to remain in place in writing by the Engineer.

All pipelines and structures shall be maintained throughout the construction and same shall be left in an equivalent condition or improved condition after completion of construction.

Adequate precautions shall be taken to prevent settlement of existing improvements.

In case water, gas pipes, conduits, or other utilities become broken in the prosecution of the work, the Contractor shall give immediate notice to the proper authorities and shall be responsible for any damage to persons or property caused by such breaks.

If house connections or service pipes supplying water or gas are broken during construction, the Contractor shall immediately repair them at his own expense. Delays, such as would result in adjoining buildings having to do without water or gas for a needlessly long period, will not be tolerated. The municipality reserves the right to remedy such delays by ordering outside parties to make such repairs at the expense of the Contractor.

If directed in writing, the Contractor shall make permanent changes in the location of water and gas mains if they are obstructing the new structures to be built. The cost of such changes will be paid for as extra work based on the valuation made by the Engineer and depend on his decision as to whether the work done is or is not included in the work required and bid for by the Contractor under the contract. In rendering all such accounts the Contractor shall itemize both the labor and material involved and provide other information as may be required by the Engineer.

UNDERGROUND OBJECTS AND UTILITIES

Information as to the location of existing utilities has been collected from various sources, but the result of such investigations as shown on the contract drawings are not guaranteed as to accuracy. The Contractor is particularly directed to the fact that underground objects or material location, elevation, or type is not warranted to be approximately correct (nor can they be assumed to be the only subsurface objects or materials which may be encountered in the work). The Contractor shall make all necessary investigations to satisfy himself as to the existing conditions prior to bidding work. Any deviation in location and number of subsurface utilities and objects field determined by Contractor should be brought to the attention of the Engineer in accordance with Section F4.2 et. seq. of the Standard General Conditions of this contract.

NJDOT Standard Specifications Section 202.03.09.01 REMOVAL OF EXISTING SANITY SEWER

The contractor shall remove all sanitary sewer mains, manholes, laterals, risers, and cleanouts as indicated on the plans or as directed. Manholes, mains and laterals shall be flushed clean of all sewage prior to removal. The manholes, mains, laterals and all debris shall be disposed of in accordance with Subsection 201.09. All manhole castings shall be delivered to the Owner, as directed.

Asbestos cement pipe, if encountered and removed, shall be removed and disposed of in accordance with Section 202.03.09.02, as well as all applicable federal, state, and local requirements, including, but not limited to, current USEPA regulations (NESHAP, 40 CFR 61 Subpart M); OSHA regulations (29 CFR 192658);, the current New Jersey asbestos hazard abatement subcode (N.J.A.C. 5:23-8); the current NJDEP regulations (N.J.A.C. 7:26-1 et. seq.); and notification regulations (N.J.A.C. 5:23-8.6, 40 CFR 61 Subpart M, and N.J.A.C. 7:26-2:12), as well as applicable health and safety monitoring requirements.

REMOVAL AND DISPOSAL OF ASBESTOS CEMENT PIPE

The contractor shall comply with all applicable Federal, State and local regulations, do all excavation, disconnect from existing structures, cut, remove, handle, wrap, transport and dispose of asbestos cement (transite) pipe in accordance with the local health jurisdiction regarding general safety, security, insurance, pollution and asbestos related requirements.

The Contractor's work shall include all excavation, transportation, procedures backfill, labor, tools, materials and equipment required for the safe removal and disposal of the asbestos cement (transite) pipe. Asbestos cement pipe shall include all such pipe encountered, including, but not limited to, sanitary sewer and water mains, laterals, risers, and cleanouts.

The Contractor shall be responsible for fully informing himself of all regulations that may apply to the above specified activities. Neither the Owner nor its representatives are responsible for informing the Contractor of his legal responsibilities. All references to codes and standards within this specification are made for informational purposes only. They are not intended, nor shall be interpreted, as all inclusive. The Owner and its representatives shall not be liable for the Contractor's negligence in complying with any applicable codes, laws, or regulations not cited in this specification.

In cases of conflict between this specification and any applicable codes, law and/or regulation, the stricter coding shall apply and shall be enforced.

The contractor is advised that the county landfill does not accept transite pipe and accordingly the contractor is responsible for securing a hazardous waste landfill, or other approved disposal facility subject to NJDEP requirements, outside the state which will accept the pipe.

All asbestos removal work shall comply with: the current United States Environmental Protection Agency (USEPA) regulations (NESHAP, 40 CFR 61 Subpart M), National Emission Standards for Asbestos; the current Occupational Safety and Health Administration (OSHA) regulations concerning construction (29

CFR 1926.58); the current New Jersey Asbestos Hazard Abatement Subcode (NJAC 5:23 8); and the current New Jersey Department of Environmental Protection regulations concerning waste transport (NJAC 7:26 1 et. seq.).

The Contractor shall be responsible for all proper notification, including, but not limited to those required by NJAC 5:23 8.6, 40 CFR 61, Subpart M, and NJAC 7:26 2:12.

A copy of the waste manifest indicating the chain of custody and disposal site and date shall be provided for each waste container or truck within five working days of the job completion.

Prior to the commencement of the work, the Contractor shall submit the following:

1. Work schedule including the hours to be worked on a daily basis, and the Contractor's plans for completing the work.
2. Copies of all notifications as required by this specification including, identification of the Contractor's waste hauler, the hauler's NJDEP identification number, and intended disposal site of contaminated wastes.
3. The name of the testing laboratory providing the Contractor's OSHA compliance monitoring.
4. The name and qualifications of the individual who will act as the project supervisor during the asbestos removal portion of the project.

The Contractor is required to provide a fluent English speaking individual to act as a full time representative of the Contractor's organization (i.e. project supervisor) during all activities at the work site. This individual must be authorized to make decisions concerning Scope of Work situations. The name and qualifications of the individual must be submitted at the pre construction meeting, and be approved by the Owner and their representatives.

The Contractor shall also provide health and safety monitoring during the course of the work and shall prepare a health and safety plan in accordance with all appropriate OSHA requirements prior to starting work. The health and safety plan must be implemented by the contractor's site safety officer.

The Contractor is responsible for providing OSHA required air monitoring for his personnel.

The Contractor shall submit documentation indicating that all on site personnel have satisfactorily passed the 40 hour OSHA Basic Health and Safety Training Course and have had the current annual refresher course.

The Contractor shall be responsible for all asbestos removal and disposal. The Contractor shall hold a valid New Jersey Class "A" Asbestos Removal License or employ a subcontractor who does.

The asbestos removal processes are to be performed by competent persons trained, knowledgeable, and qualified in the techniques of abatement, handling and disposal of asbestos containing materials. All asbestos removal workers and supervisors shall possess a current, valid permit from the New Jersey Department of Labor.

Transportation and disposal of asbestos containing and asbestos contaminated waste shall be in accordance with the requirements of the Department of Health of the County, in addition to any federal and state requirements. A copy of these requirements may be obtained by contacting the Department of Health during business hours.

The Contractor will be required to contact the County Health Department upon encountering transite pipe and prior to transport and disposal. The Contractor shall retain a firm to act as the Asbestos Safety Control Monitor (ASCM) during all abatement activities specified herein. The Contractor's designated

individual responsible for coordination of the asbestos removal shall maintain continuous contact with the ASCM's Asbestos Safety Technician (AST) and is expected to respond to requests made by the AST or other representatives of the ASCM on matters concerning the abatement work.

During excavation in areas where asbestos cement pipe may exist, the Contractor shall have a crew sufficient to implement the work procedures described below, on call, and able to respond and mobilize at the site within 24 hours.

The area surrounding each location shall be secured by erecting barriers or warning tape a minimum of ten feet in all directions. OSHA approved asbestos hazard warning signs shall be posted at the perimeter of the secured area. The Contractor shall be responsible for controlling access into the secured area to properly trained and protected personnel only. The area surrounding the asbestos cement pipe to be removed shall be excavated by hand shovel methods to a depth sufficient to remove the pipe.

The asbestos cement (transite) pipe shall be excavated and removed from the ground. The exterior of the pipe shall be treated with encapsulant and then the pipe shall be removed as intact as possible. If cutting is required to remove the pipe, it shall be kept to a minimum and accomplished using a cutting tool equipped with a local vacuum attachment fitted with a HEPA filter. Once the pipe is removed, all newly exposed surfaces of the pipe shall be treated with encapsulant and it shall be placed in a double 6 mil plastic bag with OSHA approved warning labels printed on the outside of the bag. The bag shall then be secured with duct tape. This procedure is known as "double bagging." An OSHA approved asbestos waste warning label shall be affixed to the outside of the wrapping.

The wrapped pipe shall be disposed of in accordance with NJAC 7:26.

Reference to encapsulant shall mean a commercially available removal encapsulant such as EPA 55 as manufactured by Arpin Products, or equivalent.

It is suggested that the contractor consult with the disposal facility in order to determine the maximum length of pipe it will accept.

The Contractor must provide proof of insurance as required by the State of New Jersey and any and all other applicable insurance requirements.

Ten days prior to the intended disposal, a notification letter should be sent to the NJDEP. This letter should include the following:

1. Location of job
2. Amount of pipe
3. Type of pipe
4. Name and NJDEP # of hauler
5. Destination of pipe
6. Intended date of disposal

This notification letter is to be sent to:

**Mr. Terrence McAdams
NJDEP Division of Solid Waste Management
CN 414
540 Bear Tavern Road
Trenton, NJ 08625**

MEASUREMENT AND PAYMENTPay ItemPay Unit

EXCAVATION, UNCLASSIFIED

CUBIC YARD

DISPOSAL OF REGULATED MATERIALS
(IF AND WHERE ORDERED)

CUBIC YARD

Payment for excavation, cuts, fills, compaction and import fill required to achieve proposed grades of the new improvements and removal and disposal of all material deemed excess or unsuitable including all labor, equipment and material shall be included in the lump sum price bid for Earthwork and Subgrade Preparation as listed in the Bid Form. **Under no circumstances will additional payment, over and above the amount of Bid Items be considered for general earthwork items required to construct the improvements in accordance with the plans and specifications.** Payments will be made commensurate with the percentage of work completed and in accordance with the approved schedule of values.

Separate payment for dewatering will not be made, all costs associated with dewatering shall be included in the prices bid for basin construction.

Separate payment for soil erosion and sediment control will not be made. Soil erosion and sediment control measures shall be in accordance with the project drawings and as directed by the Engineer. Compensation for this material and work shall be included in all bid items requiring same.

SECTION 2E - EMBANKMENT

WORK INCLUDED

Embankment will be Zone 3. Zone 3 Embankment shall be constructed of suitable excavated materials obtained from the work specified in Section 202. These materials shall be free from stumps, roots, branches, leaves, weeds, sods, rubbish, garbage, organic materials, or any other materials that may decay.

Where the work of subsurface structure excavation is performed within existing pavement and shoulder areas, the backfill material shall be in accordance with the plan detail and/or the direction of the Engineer. All backfill shall be suitable material approved by the Engineer.

CONSTRUCTION

Bituminous and concrete materials shall be removed from all embankment areas.

Puddling of backfill will not be permitted.

Bedding material for pipe shall be compacted thoroughly to provide uniform support for the pipe barrel. The remainder of the sidefill and backfill shall be as indicated on the construction details.

The pipe shall be bedded in compacted granular material placed on a flat bottom trench. The bedding material shall have a minimum thickness as shown in Construction Details. Granular material shall be well graded crushed stone or crushed gravel meeting the requirements of A.S.T.M. Designation C 33, Gradation 57, in Table 901.03-1 of section 901.03 and shall be densely compacted and shall completely fill all voids under and around the pipe.

Backfill around inlets, manholes, and other subsurface structures shall be compacted by approved vibratory compactors or flat-faced mechanical tampers.

CLSM may be used as alternate backfill material when backfilling trenches for drainage pipe and utility conduit. Combining other backfill materials in the same trench as CLSM shall not be permitted. Mixing and placement of CLSM shall begin only when the ambient temperature is at least 30°F. During placement, the CLSM mixture shall have a temperature of at least 41°F and shall not be placed on frozen ground. The CLSM mixture shall be discharged directly from the truck into the trench to be filled with care taken to prevent the pipe from becoming displaced. After placement, the CLSM mixture shall be cured and protected to prevent damage from cold weather according to Subsection 405.14. CLSM shall not be used to replace pavement, base courses or drainage layers that form the structure of the roadway.

MEASUREMENT AND PAYMENT

Pay Item

CERTIFIED CLEAN FILL, NJDOT TYPE I-13

Pay Unit

CUBIC YARD

SECTION 2F – DEMARCATION LAYER

WORK INCLUDED

All new improvements will require a high-vis demarcation layer below the cap (directly on top of impacted soils); high-vis orange geotextile should be used beneath all permeable caps. A demarcation layer is not required for the existing building, parking lot, and skate park, which will remain; likewise, the existing grass areas which will remain undisturbed do not require a demarcation layer.

MATERIALS

Demarcation Geotextile to be Geotex OR DND as manufactured by Propex Geosolutions or approved equal. Material to be bright orange, nonwoven, needle punched polypropylene, with "Danger, Do Not Dig" printed every 24", and UV resistant for 80% for 500 hours. Material to comply with all Federal and State laws.

Demarcation Netting to be DN7525 High Visible Orange Demarcation Netting as manufactured by IWT/Cargo-Guard, or approved equal. Material to be extruded polypropylene grid with orange colorant and mesh spacing of 3/4". Material to comply with all Federal and State laws.

CONSTRUCTION

Cap thickness requirements vary depending on the type of cap as follows:

- Concrete/asphalt surfaces – minimum 4 inches concrete/asphalt, min. 4 inches subbase, demarcation netting.
- Lawn areas – vegetative cover (typically 4-6 inches topsoil & grass), 1-ft certified clean fill, demarcation geotextile.
- Athletic fields – vegetative cover (typically 4-6 inches topsoil & grass), 2-ft certified clean fill, demarcation geotextile.
- Landscaped areas – 2-ft clean fill, demarcation geotextile (trees/shrubs to be planted within cap should have 1-ft clean fill on all sides).
- Underground utilities – demarcation netting along bottom & sides of trenches, min. 1-ft clean fill above, below and on sides of piping/conduits (direct burial cable can be installed within cap with min. 1-ft clean fill below).
- Play areas w/loose fill surface (e.g., mulch, sand) – min. 2-ft clean loose fill, demarcation geotextile.
- Play areas w/unitary material surface (e.g., turf, rubber mat) – unitary surface material, 1-ft crushed stone, demarcation geotextile.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
DEMARCATION GEOTEXTILE	SQUARE YARD
DEMARCATION NETTING	SQUARE YARD

SECTION 2G –STONE AND IMPORT FILL

WORK INCLUDED

The Contractor shall furnish and install, only where ordered by the Engineer or where required by the contract documents, stone as may be required for pipe bedding, road base, or for other purposes required by the Engineer. The work includes furnishing, installation and compaction of the material as required by the specifications.

The Contractor shall furnish and install import fill, as required, to meet the proposed grading plan. The Contractor shall provide a calculation of the import fill required to achieve the proposed grades and deliver to the engineer at the preconstruction meeting in order to determine the number of tests required to be provided by the contractor to the engineer.

MATERIALS

General import fill as required to achieve proposed grades shall consist of clean soil aggregate or soil aggregate and rock meeting the requirements of the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction 2007 Subsection 203.03 for I-13 Soil Aggregate. Soil Aggregate shall conform to Subsection 901.11. Placement, lift thicknesses and compaction of all fill material shall be in accordance with current NJDOT Specifications and the construction details. The top eighteen inches (18") of fill placed shall not contain stones or similar objects larger than two inches (2") in any dimension.

Contractor shall comply with NJAC 7-26D where applicable.

The following shall also be required for import fill material to the site:

- Fill shall be compacted in 12" maximum lifts
- Each lift shall be compacted to 95% of its modified proctor density in accordance with ASTM D-1557-72T
- Delivery tickets shall be provided for all imported material
 - Tickets shall identify the source of the material and Cubic Yardage or Tonnage of material provided
- Imported material shall be subject to the submission of gradation test results, priority pollutant plus forty test requirements, and material source. One set of test results shall be provided for every 10,000 cubic yards of imported material or a minimum of one per source. Further, any recycled material to be utilized must come from a state licensed recycling facility.

Gradation of I-13 soil aggregate shall conform to the following:

NJDOT I-13 Soil Aggregate

<u>US Standard Sieve Size</u>	<u>Percent Finer By Weight</u>
4"	100
No. 4	30-100
No. 200	0-12

Clean Stone for undercut areas, pipe bedding or surface treatment (only if ordered by the Engineer) shall be cleaned crushed trap rock (3/4") of a quality equal to that required by the New Jersey Department of Transportation "Standard Specification for Road and Bridge Construction - 2007".

Subbase shall be Dense Graded Aggregate (DGA) meeting the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007, Section 901.10, installed at locations required by the plans or as ordered by the Engineer, graded and compacted to the lines and grades required.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	CUBIC YARD
COMPACTED ¾" CLEAN STONE SUBBASE, 6" THICK	SQUARE YARD

Separate payment for clearing, excavation, grading, disposal of excess material, and compaction required to complete the work for the items described in this section will not be made. Compensation for said work shall be included in the prices bid for all items requiring same.

Payment for all materials described in this section, where bid by a unit price, shall be based on the in place measurements of the completed work items as measured by the Engineer for the various pavement sections, stone and soil/soil aggregate items listed in the bid form.

Payment for NJDOT No. 57 crushed clean stone for pipe bedding or undercut areas only if ordered by the Engineer shall be included in the price bid for the various pipe items.

Separate payment for suitable general import fill if required to achieve proposed subgrades per plan will not be made. Compensation for import fill shall be included in the lump sum price bid for earthwork and subgrade preparation as listed in the bid form.

SECTION 2H – HOT MIX ASPHALT

WORK INCLUDED

The Contractor shall furnish and install the dense graded aggregate and hot mix asphalt base as specified. Prior to base pavement, the Contractor shall complete soil import, compaction, rough grading, sub-base fine grading and verify, in the presence of the Engineer's representative, that the sub-base is on grade within acceptable tolerances and approved by the Engineer for paving. Similarly, prior to surface course paving the Contractor shall verify the grade of the base in the presence of the Engineer's representative and obtain an approval prior to paving. The contractor shall "proof roll" all areas to receive hot mix asphalt pavement to ensure acceptable subbase prior to paving.

MATERIALS

Subbase shall be dense graded aggregate base course meeting the New Jersey Department of Transportation Table 901.10.01-1 and Specification 901.10, installed at locations required by the plans or as ordered by the Engineer, graded and compacted to the lines and grades required. Other material meeting the NJDOT specification for dense graded aggregate may be approved for use as subbase at the discretion of the Engineer.

Hot mix asphalt base course shall conform to the New Jersey Department of Transportation Mix No. 19M64

Tack coat shall be grade RS-1 emulsified asphalt as specified in Section 904.02 of the New Jersey Department of Transportation Standard Specifications

Hot mix asphalt surface course shall conform to the New Jersey Department of Transportation Mix No. 9.5M64

HOT MIX ASPHALT BASE COURSE

The Contractor shall furnish and install bituminous stabilized base course in accordance with the NJDOT Standard Specifications, Latest edition, to the grade and within the limits as shown on the drawings or as ordered by the Engineer as specified herein in a neat and workmanlike manner.

The bituminous stabilized base shall not be placed until the subbase is thoroughly rolled and compacted to the lines and grades required and the entire limits are compacted to a minimum density of 95 percent as defined by other applicable sections of these specifications and proof rolled to the specifications and satisfaction of the Engineer.

Bituminous stabilized base course shall conform to the New Jersey Department of Transportation Designation 19M64 and shall be placed in layers not less than 3" and sufficient to provide the compacted thickness as shown on the drawings. Job mix formulas are required for approval prior to installation.

The material shall leave the plant at a temperature sufficient for workability under prevailing conditions. However, the temperature of the mixture when laid shall not be less than 250° F. The material shall be laid using a jersey Spreader Box or other equipment approved by the Engineer, and the thickness shall be sufficient to obtain a compacted thickness as indicated on the plans. Initial rolling of the base course to be compacted shall be done with a three wheel ten ton, or three wheel tandem twenty ton roller, operating immediately in back of the spreader. The second, third and final rolling will be performed with a two or three tandem roller until the mixture is thoroughly compacted to the satisfaction of the Engineer, and the required density. The temperature of the material at time of application shall be required by current NJDOTSS relative to lift thickness and atmospheric conditions. All delivered material not meeting these temperature standards will be rejected at the Contractor's expense.

When the air temperature is below 50° F, all trucks transporting bituminous concrete stabilized base material shall be covered with canvasses. Also, no stabilized base material can be laid unless the

temperature is above 32° F, and rising, and the subgrade free of frost.

The Contractor shall be responsible for the maintenance of the base course at all times it is exposed to traffic. Immediately prior to construction of subsequent pavement surface thereon, the base course shall be cleaned of all loose and foreign materials and all damaged areas shall be repaired to the satisfaction of the Engineer.

If prior to the placing of the surface pavement, material has to be removed because it has structurally failed in the Engineer's opinion, the Contractor shall remove same to the limits as specified by the Engineer. Once this area has been removed, the Contractor shall furnish and lay bituminous stabilized base and compact as specified above utilizing string lines and other approved slope and grade controls.

TACK COATING

The Contractor shall furnish and install tack coat as specified herein only after completing the preparatory work specified under other applicable sections of these specifications or more specifically after pavement preparation, joint and crack preparation, and cleaning and sweeping pavement as well as other preparatory work that may be required by the Engineer.

Tack coat shall be grade RS-1 emulsified asphalt as specified in Section 904.02 of the New Jersey Department of Transportation Standard Specifications and be applied at a rate of 0.02 to 0.05 gallons per square yard as outlined in Section 402 of the New Jersey Department of Transportation Standard Specifications or as required by the Engineer.

ROADWAY TRENCH REPAIR

Roadway trench repair shall consist of the construction of dense graded aggregate base course, hot mix asphalt 19M64 base course and HMA 9.5M64 surface course, at the thicknesses indicated on the construction plans and details. The roadway trench repair shall be constructed on top of the compacted trench backfill, and the finished surface shall match the existing elevation of the adjacent pavement.

HOT MIX ASPHALT SURFACE COURSE

The Contractor shall furnish and install bituminous concrete surface course in accordance with the NJDOT Standard Specifications, Latest edition, to the grade and within the limits shown on the drawings or as ordered by the Engineer as specified herein in a neat workmanlike manner for parking areas, access drives and the athletic facilities.

Bituminous concrete surface course for parking areas and access drive shall be Hot Mix Asphalt Mix, Designation 9.5M64. Job mix formula required for approval.

Construction procedures, producing of bituminous concrete, equipment to be used, and procedures for laying the materials shall conform to Section 404 of the New Jersey Department of Transportation Standard Specifications. All equipment specified in the above Article must be of the proper type and in satisfactory working condition and used where required.

Where the air temperature is below 50° F, all trucks transporting bituminous concrete surface course material shall be covered with canvasses. Also no surface course material can be laid unless the temperature is above 41° F, and rising, and the prepared surface of the base course is dry and frost free.

The bituminous concrete surface course shall only be installed on tack coated surfaces as specified in other applicable sections of the specifications and all paving shall be done during daylight hours.

The Contractor shall repair any portions of the surface course deemed unacceptable related to areas of ponding water, surface irregularities, material contamination or any other defects as determined by the Engineer. Repair procedures shall consist of removal of the previously applied surface course or any

underlying material to a minimum depth of 1 1/2" within the areas designated by the Engineer. Removal of the material from areas of repair shall be conducted by a bituminous pavement milling machine. Installation of pavement in areas of repair shall be in accordance with previously mentioned methods contained in this section.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
REMOVE AND REPLACE ASPHALT BASE (IF AND WHERE ORDERED)	SQUARE YARD
HOT MIX ASPHALT CRACK SEALING (IF AND WHERE ORDERED)	LINEAR FOOT
HOT MIX ASPHALT MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 19M64 BASE COURSE 4" THICK	TON
HOT MIX ASPHALT 9.5M64 SURFACE COURSE 2" THICK	TON

Payment for the HMA courses will be made at the square yard / ton price bid for said items as listed in the Bid Form for the approved quantity actually installed.

Separate payment for tack coat will not be made, compensation for same shall be included in the price bid for surface course pavement.

SECTION 2I- CONCRETE WALKWAY, PATIO, CURB

WORK INCLUDED

The work shall consist of the construction of Portland cement concrete structures as shown on the contract drawings and all other incidental concrete work as directed by the Engineer.

The Contractor shall provide all labor, materials and equipment required to construct concrete curbing, concrete pads, and concrete sidewalks at the locations shown on the plans. Appropriate expansion and construction joints shall be installed under the direction of the Engineer.

QUALITY ASSURANCE

Construction of concrete structures shall comply with provisions of the latest editions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

1. ACI 301 "Specifications for Structural Concrete for Buildings".
2. ACI 318 "Building Code Requirements for Reinforced Concrete".
3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

The Contractor shall employ, at Contractor's expense, a testing laboratory acceptable to Engineer to design concrete mixes and perform material evaluation tests related to the concrete mixes. Materials and installed work may require testing and retesting, as directed by Engineer, at any time during the progress of work. The Contractor shall allow free access to material stockpiles and facilities. Tests, not specifically indicated to be done at Owner's expense, including retesting of rejected materials and installed work, shall be done at Contractor's expense, including retesting and rejected materials and installed work shall be done at contractor's expense.

SUBMITTALS

The Contractor shall submit the manufacturer's product data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, joint systems, curing compounds, and others as requested by Engineer.

The Contractor shall submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.

The Contractor shall submit samples of materials as specified and as otherwise requested by Engineer, including names, sources and descriptions. Laboratory test reports for concrete materials and mix design tests shall be submitted if requested by the Engineer.

The Contractor shall provide materials certificates for cement, aggregates, admixtures, reinforcing, welded wire fabric, non-shrink grout, curing compounds and non-slip aggregates. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

FORM MATERIALS

Formwork for exposed concrete surfaces shall be plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system

when shown on drawings. Provide form material of sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

Formwork for unexposed concrete in finished structure shall be with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

All forms shall be provided with commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

REINFORCING MATERIALS

Reinforcing materials for all concrete structures shall comply with the following:

1. Reinforcing Bars: ANSI/ASTM A 615, Grade 60, deformed.
2. Steel Wire: ANSI/ASTM A 82, plain, cold-drawn, steel.
3. Welded Wire Fabric (WWF): ANSI/ASTM A 185, welded steel wire fabric.
4. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

CONCRETE MATERIALS

Concrete materials for all concrete structures shall comply with the following:

1. Portland Cement: ANSI/ASTM C 150, Type I, unless otherwise acceptable to Engineer.
2. Normal Weight Aggregates: ANSI/ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
3. Water: Potable.
4. Air-Entraining Admixture: ANSI/ASTM C 260, and shall be an aqueous solution of completely neutralized vinsol resin.
5. Water-Reducing Admixture: ANSI/ASTM C 494, Type A, and contain not more than 0.05% chloride ions.
6. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G and contain not more than 0.05% chloride ions.
7. Non-Corrosive, Non-Chloride Accelerator Admixture: ASTM C 494, Type C or E, and contain no more chloride ions than are present in municipal drinking water. The manufacturer must have long-term test data (at least a year), from an independent testing laboratory, concerning corrosion using an acceptable accelerated corrosion test method such as that using electrical potential measures.
8. Water Reducing, Retarding Admixture: ASTM C 494, Type D, and contain not more than 0.05% chloride ions.
9. Calcium chloride, or admixtures containing more than 0.05% chloride ions are not permitted.

10. Certification of conformance to the above mentioned requirements and the chloride content of the admixture will be required from the admixture manufacturer prior to review of mix design.

11. Non-Shrink Grout: CRD-C-621-89a, Grade "C" (equipment grouting) or Grade "B" (Construction Grouting), Corps of Engineers Specification for Non-Shrink Grout, Type D, Non-metallic. In addition, the manufacturer shall furnish data from an independent laboratory indicating that the grout, when placed at a fluid consistency shall achieve 95% bearing under a 4'x4' base plate.

12. Evaporation Control: Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.

13. Liquid Membrane-Forming Curing and Sealing Compound: Water-based acrylic type, 30% solids content minimum, and have test data from an independent testing laboratory indicating a maximum moisture loss of 0.55 kg per sq m in 72 hours when applied at the coverage rate recommended by the manufacturer.

14. Patching Mortar: Free-flowing, polymer-modified cementitious coating.

15. Bonding Admixture: The compound shall be a latex, non-rewettable type.

PROPORTIONING AND DESIGN OF MIXES

The Contractor or Contractor's representative shall prepare design mixes for each type and strength of concrete by either laboratory, the trial batch, or field experience methods as specified in ACI 301. If trial batch method is used, use an independent testing facility acceptable to Engineer. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer. If trial batch mixes are used, the mix design shall achieve an average compressive strength 1200 psi greater than the specified strength.

The Contractor shall submit written reports to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. The Contractor shall not begin concrete production until the Engineer has reviewed mixes. Design mixes shall provide normal weight concrete as indicated on contract drawings.

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

The mix design shall use water-reducing admixture or high range water-reducing admixture (super plasticizer) in all concrete. High range water-reducing admixture shall be used in all concrete to be pumped and all concrete containing synthetic fiber additive.

Non-corrosive accelerating admixture shall be used in concrete slabs placed at ambient temperatures below 50°F (10°C). Air-entraining admixture shall be used in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within following limits:

Concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure:

1. 5.5% for 1 ½" – 2" aggregate.
2. 6% for ¾" – 1" aggregate.
3. 8% for 3/8" – ½" aggregate.

All interior slabs subject to vehicular abrasion shall have a maximum air content not greater than 3%.
Other Concrete: 2% to 4% air.

Slump Limits: Proportion and design mixes to result in concrete slump at truck as follows:

1. Ramps and sloping surfaces: Not more than 3".
2. Reinforced foundation systems: Not less than 1" and not more than 3".
3. Concrete containing HRWR admixture (super plasticizer): Not more than 8" after addition of admixture nor more than 3" prior to addition of admixture.
4. Other concrete: Not less than 1" and not more than 4".

CONCRETE MIXES

Ready-Mix Concrete shall comply with requirements of ANSI/ASTM C94 and as herein specified. Addition of water to the batch will not be permitted. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required. When air temperature is between 85°F (30°C) and 90°F (32°C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32°C), reduce mixing and delivery time to 60 minutes.

FORMS

The Contractor shall design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

Forms shall be fabricated for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Temporary openings shall be provided where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings if forms at inconspicuous locations.

Chamfer exposed corners and edges, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Form Ties shall be factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete and will not leave holes larger than 1" diameter in concrete surface.

Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

PLACING REINFORCEMENT

Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete. Accurately position, support and secure reinforcement (including welded wire fabric) against placement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

Reinforcement shall be placed to obtain at least minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and tie splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

JOINTS

Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Engineer.

Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.

Place construction joints of members perpendicular to the main reinforcement. Continue reinforcement across construction joints or structural members.

Isolation Joints in Slabs-on-Ground: construct isolation joints in slabs-on-ground at points of contact between slabs on ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.

PREPARATION OF FORM SURFACES

Contact surfaces of forms shall be coated with a form-coating compound before reinforcement is placed. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

Steel forms shall be coated with a non-straining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT

Before placing concrete, the Engineer shall inspect formwork installation, reinforcing steel, and items to be embedded or cast-in. The Contractor shall notify other crafts to permit installation of their work and shall cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

The Contractor shall coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

Concrete shall be deposited continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation. Deposit concrete in forms in horizontal layers

not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

When placing concrete in cold weather, protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

Only the specified non-corrosive non-chloride accelerator shall be used. Calcium chloride, thiocyanate or admixtures containing more than 0.05% chloride ions are not permitted.

When placing concrete in hot weather, low humidity or dry winds or other conditions suitable for plastic cracking, the evaporation retarder "Eucobar" by The Euclid Chemical Co. or "Confilm" by Master Builders may be required to be applied by spray one or more times during the finishing operation. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

Forms shall be wetted thoroughly before placing concrete.

Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

FINISH OR FORMED SURFACES

Rough form finish shall be used for formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding ¼" in height rubbed down or chipped off.

Smooth form finish shall be used for formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

Smooth rubbed finish shall be used, where indicated, which have received smooth form finish treatment, not later than on day after form removal.

At tops of walls, horizontal offsets and surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

MONOLITHIC SLAB FINISHES

Float finish shall be applied to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation

to power driven floats, or both consolidate surface with power-driven floats, or by hand-floating is area is small or inaccessible to power units. Check and level surface plane to a tolerance of F_{120}/F_{117} . Cut down high spots and fill low spots, refloat surface to a uniform, smooth, granular texture.

Trowel finish shall be applied to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint or other thin film finish coating system. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface leveled to a tolerance of F_{125}/F_{120} . Surface defects which would telegraph through applied floor covering system are to be ground smooth.

Non-slip broom finish shall be applied to exterior concrete platforms, steps and ramps, and elsewhere as indicated. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

CONCRETE CURING AND PROTECTION

The Contractor shall protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.

Initial curing shall be started as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days. Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.

Concrete surfaces shall be covered with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

The specified curing and sealing compound shall be applied to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

Membrane curing compounds shall be used that will not affect surfaces to be covered with finish materials applied directly to concrete.

Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces, by application of appropriate curing method.

REMOVAL OF FORMS

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed until concrete has attained design compressive strength (f'_c) but in no case shall the forms be removed in less than 14 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or membrane.

REUSE OF FORMS

The Contractor shall clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

CONCRETE SURFACE REPAIRS

All defective areas shall be repaired and patched with cement mortar immediately after removal of forms, when acceptable to Engineer.

Cut out honeycomb, rock packets, voids over $\frac{1}{4}$ inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.

For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

The Contractor shall remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.

The Contractor shall repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

Unformed surfaces, such as monolithic slabs, shall be tested for smoothness and verify surface lane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.

The Contractor shall repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.

High areas in unformed surfaces shall be corrected by grinding after concrete has cured at least 14 days. Low areas in unformed surfaces shall be corrected during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Repaired areas shall be finished to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Engineer.

The Contractor shall repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least $\frac{3}{4}$ -inch clearance all around. Dampen concrete surfaces in contact with patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

The Contractor shall perform structural repairs with prior approval of Engineer for method and procedure, using specified epoxy adhesive and mortar. Repair methods not specified above may be used, subject to acceptance of Engineer.

CONCRETE CURB

The Contractor shall provide all labor, materials and equipment required to concrete curbing at the locations shown on the plans. Appropriate expansion and construction joints shall be installed under the direction of the Engineer.

Concrete shall be NJDOT Class B and manufactured in accordance with American Society for Testing and Materials, C-94 (latest revision) "Specification for Ready-Mixed Concrete" and shall originate in a ready-mix plant that has been certified and approved by the National Ready-Mixed Concrete Association. The Contractor shall submit to the Engineer a copy of the certification prior to the delivery and placing of any concrete on this project. Coarse aggregate proportions shall conform to American Society for Testing and Materials, Concrete Aggregation C-33, Size No. 57 or 67. Concrete will be air-entrained, and the amount of air shall be five percent, plus or minus one percent. Concrete shall be placed to true grade. Subgrade shall be in accordance with the design details, but not less than 4" of $\frac{3}{4}$ " of clean crushed stone. Payment for stone subgrade shall be included in the price bid for the concrete sidewalks/slabs.

The Contractor shall be responsible for all excavation or fills, grading, removal of excess unsuitable material, stone sub-base and restoration necessary to complete the concrete installation. No additional payment will be made for said excavation, fill, compaction, sub-base stone, grading and restoration, but shall be included in the unit price bid for the concrete sidewalks/slabs and concrete curb.

DETECTABLE WARNING SURFACE

Immediately before installing safety red color and Detectable Warning Surfaces, the designated area shall be thoroughly cleaned and dried according to the manufacturer's recommendation. The installation of Detectable Warning Surfaces shall be according to the corresponding construction details and the manufacturer's recommendation. The background surface upon which the detectable warning surface is installed, silicon carbide 60 grit shall be evenly broadcast at a rate of 0.07 pounds per square yards for skid resistance.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
8"X18" CONCRETE VERTICAL CURB	LINEAR FOOT
6"X18" CONCRETE VERTICAL CURB	LINEAR FOOT
FURNISH AND INSTALL CONCRETE WHEEL STOP	UNIT
CONCRETE SIDEWALK, 4" THICK	SQUARE YARD
DETECTABLE WARNING SURFACE	SQAURE YARD
FURNISH AND INSTALL CONCRETE WHEEL STOP	UNIT

Payment for the concrete walkway, including bedding, reinforcement, etc., will be made at the square yard price bid for said items as listed in the Bid Form for quantities actually installed.

Separate payment for concrete pads, foundations, and footings will not be made. Payment for said items shall be included in the bid price for all items requiring same.

Causes for Rejection of Concrete Walks

Concrete walks shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- A. Staining or discoloration of concrete sidewalk.
- B. Walk is out of alignment.
- C. Walk is out of grade.
- D. Joints and surfaces are improperly finished.
- E. Expansion joints protrude from concrete.
- F. Cracks, chips, or other damages occur during construction or maintenance period.
- G. Settlement of walk
- H. Inspection not asked for prior to pouring of concrete.
- I. Improper vibration of concrete.
- J. Vandalism during initial setup of concrete.

Payment for the removal and disposal of existing walks and driveways shall be made as specified in Sections 201 and 202.

Separate payment will not be made for removal, disposal, and replacement of walks rejected due to the causes of rejection listed above.

SECTION 2J - CHAIN LINK FENCE

WORK INCLUDED

The Contractor shall provide all labor, materials, and equipment necessary to install the chain link fence for the perimeter court fencing and softball field fencing as detailed on the contract drawings and specified herein. Shop Drawing submittal and approval is required prior to installation.

The chain link fencing shall be a total color (black) vinyl coated fencing system as specified herein and work shall include all system components, including any unspecified incidentals, for a complete and functional installation in accordance with the manufacturer's instructions and recommendations. All components shall be supplied by, and/or approved for use by the fencing manufacturer.

MATERIALS

The fencing material requirements listed below are taken from specifications of "PermaCoat PC-20 or PC-40" Chain Link Fencing Systems produced by Ameristar Fence Products. Other manufacturers products may be accepted upon approval of shop drawing submittals prior to installation. Standards, strengths, sizing and production methods of components specified herein are considered minimum requirements that all bidders should meet. Any exceptions taken for components or features listed that are proprietary to Ameristar Fence Products may be deemed acceptable provided the exceptions are not deemed detrimental to the durability, workmanship, serviceability and intended use of the finished product.

The following American Society for Testing Materials (ASTM) Standards shall apply:

- A90/A90M - Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc Alloy Coatings
- A653/A653M – Specifications for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron alloy-Coated (Galvannealed) by the Hot Dip process
- A924/A924M – Specification for General Requirements for Steel Sheet Metallic-Coated by the Hot Dip process
- B6 – Specification for Zinc
- B117 – Practice for Operating Salt spray (Fog) Apparatus
- D1499 – Practice for Operating Light- and Water-Exposure Apparatus (Carbon-Arc Type) for Exposure of Plastics
- D3359 – Test Methods for Measuring Adhesion by Tape Test
- E8/E8M – Test Methods for Tension Testing of Metallic Materials
- F567 – Practice for Installation of Chain Link Fence
- F626 – Specification for Fence Fittings
- F668 – Specification for Polyvinylchloride (PVC) Coated Steel Chain Link Fence Fabric
- F900 – Specification for Industrial and Commercial Swing Gates (where applicable)
- F934 – Specification for Standard Colors for Polymer-Coated Chain Link Fence materials
- F1043 – Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

STEEL FRAMEWORK

Fence pipe shall be commercial weight (industrial weight for 3" pipe) zinc-coated steel strip, galvanized by the hot-dip process conforming to ASTM A653/A653M and the general requirements of ASTM A924/A924M.

The zinc used in the galvanizing process shall conform to ASTM B6. Weight of zinc shall be determined by using the test method in ASTM A90 and shall conform to the weight range allowance for ASTM A653, Designation G-90.

All framework pipe shall be manufactured in accordance with commercial standards to meet the strength (50,000 psi minimum yield strength) and coating requirements of ASTM F1043, Group IC, Electrical Resistance Welded Round Steel Pipe, light industrial weight.

The exterior surface of the electrical resistance weld shall be re-coated with the same type of material and thickness as the basic zinc coating.

The framework shall receive a complete thermal stratification coating process (multi-stage, high temperature, multi-layer) including a six-stage (minimum) pre-treatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base and a separate electrostatic spray of a polyester finish.

The material used for the base coat shall be a zinc-rich thermosetting epoxy, minimum thickness two (2) mils. The material used for the finish coat shall be a thermosetting "no-mar" TGIC polyester powder, minimum thickness two (2) Mils. The stratification-coated pipe shall have the ability to endure a salt-spray resistance test in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3,500 hours. The coated pipe shall also demonstrate the ability to withstand exposure in a weather-ometer apparatus for 1,000 hours without failure in accordance with ASTM D1499 and to show satisfactory adhesion when subjected to the cross-hatch test, Method B, in ASTM D3359. The polyester finish shall not crack, split or blister under normal use.

The finish color of all framework shall be black in accordance with ASTM F934.

The strength of the fence pipe shall conform to ASTM F1043, minimum weight shall not be less than 90% of the nominal weight. Terminal posts, line posts and top/bottom rails shall be pre-cut to specified lengths.

Fence Pipe Table

Fence Industry Nominal O.D.	Decimal O.D. Equivalent		Pipe Wall Thickness		Weight	
	Inches	(mm)	Inches	(mm)	Lb./ft.	(kg/m)
1 5/8" Top & Bottom Rails	1.660	42.16	.085	2.16	1.43	0.65
2 1/2" Line Posts – 6' High	2.375	60.33	.095	2.41	2.32	1.05
(Line Post- 10' High)	2.375	60.33	(.130)	(3.30)	(3.12)	(1.42)
3" End & Corner Posts	2.875	73.03	.111	2.82	3.26	1.48
(End / Corner – 10' High)	2.875	73.03	(.160)	(4.06)	(4.64)	(2.10)

Fence posts located within concrete sidewalk shall include PVC sleeve.

FENCE FABRIC

The material for color chain link fence fabric shall be manufactured from galvanized steel wire. The weight of zinc shall meet the requirements of ASTM F668, Table 4. Galvanized wire shall be PVC-Coated to meet the requirements of ASTM F668. The fence fabric shall be **Class 2B – Fused and Bonded**.

Selvage: Top and bottom edges knuckled.

Color: The coating color for the fence fabric shall be black, reference ASTM F668 and ASTM F934.

Wire Size: The steel core wire diameter (nominal) shall be 0.114 in. (2.90 mm); the **finished size of the coated wire shall be 9 gauge**. The PVC coating thickness shall be 0.015 – 0.025 in. (0.38-0.64 mm).

Height and Mesh Size: The fabric heights vary, see the project plan details, mesh size shall be 2" inches.

FENCE FITTINGS

The material for fence fittings shall be manufactured to meet the requirements of ASTM F626. The coating for all fittings shall be the same color coating system as required for the framework, the color of all fittings and fasteners shall be black in accordance ASTM F934. All fasteners shall be stainless steel.

INSTALLATION

The chain link fencing shall be installed in accordance with ASTM F567 and ASTM F969 (where applicable).

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
REMOVE AND REPLACE 10' HIGH VINYL COATED CHAIN LINK FENCE FABRIC	LINEAR FOOT
STRIP AND PAINT EXISTING 10' HIGH FENCE POSTS	LUMP SUM

Payment for the installation of chain link fence will be made at the linear foot price bid as listed in the Bid Form for the quantity actually installed.

SECTION 2K - STORM DRAINAGE

WORK INCLUDED

The Contractor shall provide all materials and labor required to construct the storm drainage system in accordance with the plans. All materials and methods of installation shall conform to the NJDOT Standard Specifications for Road and Bridge Construction - 2007, unless otherwise specified herein. The work shall include all excavation, backfill and compaction in accordance with good construction practice.

MATERIALS AND INSTALLATION

Perforated and Non-Perforated High Density Polyethylene Pipe

Corrugated high density smooth wall polyethylene pipe (HDPE) as manufactured by Hancor, Inc. or Advanced Drainage Systems, Inc. or an approved equal. Excavation and backfill shall be in accordance with the manufacturer's instructions and the plans and Section 2D of these specifications.

Joints for HDPE shall be made with soil-tight split couplings with gasket, corrugated to match the pipe and shall engage a minimum of 6 corrugations for 12" to 24" diameter and 4 corrugations for 30" and 36" diameter pipe. Fittings produced by manufacturers other than the pipe supplier shall not be permitted. All joint couplings shall be installed in accordance with the manufacturer's instructions and recommendations.

Reinforced Concrete Pipe

Reinforced concrete pipe, with gaskets, shall conform to NJDOT Standard Specifications for Road and Bridge Construction – 2007.

Structures

Pre-cast Base Slabs or Pre-cast Base Sections shall be set on a broken stone leveling course not less than 6" in thickness. Pre-cast riser sections shall be carefully assembled with O-Ring gaskets to insure a watertight joint.

Concrete block walls shall be laid up in a neat and workmanlike manner. Ladder rungs shall be set in mortared joints as basin is constructed to provide a maximum vertical spacing of 12" between steps. Inverts shall be formed to the drainage pipes and the entire exterior of the structure shall be seal coated with mortar (minimum ½" thick).

Castings shall be set in complete mortar embedment to the required finish grade elevation. Concrete brick shall be utilized as required for leveling course under casting.

Backfilling of storm drainage shall be completed using the best excavated material. Excess materials remaining after completing the work of this section, which are not required for other construction under this contract, shall be property of the contractor. Excess materials are to be disposed of by the contractor at a location, provided by him, outside the Site of Work.

Inlets and manholes constructed of solid concrete block and brick, shall be Class A modular units, in accordance with ASTM C139.

Concrete block shall be laid with staggered joints. All horizontal joints and all keyways of vertical joints shall be filled with mortar. No horizontal joints shall be more than 3/8" wide. The inside and outside walls shall be plastered with a minimum of ½" thickness of mortar troweled to a smooth finish.

Inlet and outlet pipes shall extend through the walls of manholes and inlets for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface.

The concrete block and mortar shall be so constructed around the pipes as to prevent leakage and form a neat connection.

Pre-cast reinforced concrete manhole and inlet sections shall be in accordance with ASTM C478.

Inlets and manholes shall be constructed on an eight inch (8") thick, 3000 psi concrete mat as shown on the detail drawings.

Ladder rungs, castings and grates shall be as detailed on the construction drawings.

When using pre-cast inlets and manholes proposed in grassed areas, the contractor shall order the structures to accommodate a finish grate grade 6" lower than plan grade to allow for field adjustment of the final grade.

Shop drawings for all drainage components are required.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
4" PERFORATED HDPE PIPE, INCLUDING EXCAVATION, BEDDING, BACKFILL, AND COMPACTION	LINEAR FOOT
8" HDPE PIPE, INCLUDING EXCAVATION, BEDDING, BACKFILL, AND COMPACTION	LINEAR FOOT
INLET, TYPE A	UNIT
RECONSTRUCT INLET, TYPE A, USING NEW CASTING	UNIT
RECONSTRUCT YARD INLET	UNIT

Reinforced concrete and HDPE storm drainage pipe will be measured by the linear foot. Payment shall be for the quantities actually installed at the unit price bid for the pipe types and sizes as listed in the Bid Form and include excavation, backfill and compaction.

Inlets are measured by the unit and shall include stone, concrete slab bases, castings, grates, ladder rungs and all incidental material and labor required. Payment shall be made at the unit price bid per unit as listed in the Bid Form.

Separate payment for clean stone used for under inlet slab bases will not be made. Cost for same shall be included in the unit price for inlets as listed in the Bid Form.

Separate payment for clean stone bedding for concrete pipe and stone trenches for HDPE underdrain pipe will not be made. Compensation for stone bedding and stone for underdrain trenches shall be included in the unit prices bid for the various concrete and HDPE pipe sizes as listed in the Bid Form.

Payment for concrete apron conduit outlet protection will be for quantities actually installed at the unit price bid for said item as listed in the Bid Form.

Payment for the flared end sections and outlet control structures will be made at the unit price for said items as listed in the Bid form.

SECTION 2L – MISCELLANEOUS SITE AMENITIES

WORK INCLUDED

The contractor shall furnish and install Bike Rack, Decorative Benches, Picnic Tables, and Tennis Nets as specified.

BIKE RACK

Bike Rack shall be Model BRCS-105, black powder coat, as manufactured by Victor Stanley, Inc, or approved equal. Permanent installation shall be in accordance with the detail drawing. Contractor shall submit shop drawings for approval prior to ordering. Concrete pads and foundations as per the detail shall be included in the price bid for bike racks.

DECORATIVE BENCH

Existing Decorative Benches shall be removed from original location and reset per the plan. Permanent re-installation shall be in accordance with the detail drawing. Concrete pads and foundations as per the plans shall be included in the price bid for reinstall existing benches.

PICNIC TABLE

Picnic Tables shall be Model MCV-RD-3B and Model MCV-RD-4B, black powder coat, as manufactured by Sunbolt, Inc or approved equal. Permanent installation shall be in accordance with the detail drawing. Contractor shall submit shop drawings for approval prior to ordering. Concrete pads and foundations as per the details shall be included in the price bid for picnic tables.

Installation of all components shall be in conformance with the detail drawings and/or with the manufacturer's instructions and recommendations as directed by the Engineer.

TENNIS COURT EQUIPMENT SYSTEM

The Premier Tennis Posts (DTP-37) shall be Model #63007, the Tennis Nets (TN-30DM) shall be Model #30030, the Steel Ground Sleeves (GS-24) shall be Model #63424, the Center Tie-Down Anchors shall be Model #63428, and the Adjustable Center Straps shall be Model #20600, all as manufactured by Douglas Industries, Inc. and provided by Tennis Court Supply (877-504-5657) or approved equal. Shop drawings, design and installation details, including foundation design/details are required to be submitted and approved prior to ordering materials. Shop drawing submittal shall include component layout in the areas designated on the plans along with specifications and warranty information for all components. Component layout shall be in accordance with the plan detail or as directed by the Engineer.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
FURNISH AND INSTALL PICNIC TABLE, INCLUDING CONCRETE PAD	UNIT
FURNISH AND INSTALL ADA PICNIC TABLE, INCLUDING CONCRETE PAD	UNIT
FURNISH AND INSTALL 5 LOOP BIKE RACK, INCLUDING CONCRETE PAD	UNIT

<u>Pay Item</u>	<u>Pay Unit</u>
FURNISH AND INSTALL TENNIS COURT EQUIPMENT SET, INCLUDING POSTS, NETS, GROUND SLEEVES, CENTER TIE-DOWN ANCHORS AND ADJUSTABLE CENTER STRAPS	UNIT
FURNISH AND TRASH/RECYCLING RECEPTACLE, INCLUDING CONCRETE PAD	UNIT
REINSTALL EXISTING BENCH, INCLUDING CONCRETE PAD	UNIT
FURNISH AND INSTALL SOLAR LUMINAIRE, INCLUDING CONCRETE FOUNDATION	UNIT

Payment for furnishing and installing the Bike Rack, Decorative Benches, Picnic Tables, and tennis court equipment as specified will be made at the unit price bid for said items as listed in the Bid Form. Said bid prices shall include all materials, labor, and foundations required for permanent anchoring and installation.

SECTION 2M – SOLAR AREA LIGHTING

WORK INCLUDED

The Contractor shall be responsible for providing all labor, materials, and equipment necessary for the installation of a complete and operational solar lighting system. All items necessary and incidental to complete the work and provide an operational solar lighting system are to be included and shall be considered as part of this Contract.

The contractor will be responsible for furnishing and installing all items required for a complete solar lighting system, which include, but are not limited to, the solar panels, brackets, battery, light fixture, light pole, arm mount, foundation, anchor bolts and all incidental electrical components required.

It is the responsibility of the contractor to coordinate with the solar component manufacturer and lighting manufacturer to ensure all components are capable of withstanding the marine environment and meets the applicable wind loads for the project site.

In addition, the contractor shall provide the method of attachment to the boardwalk sub-structure during the shop submittal process.

The contractor is also responsible for obtaining all electrical and building permits required to erect the solar lighting assembly. All work shall be completed in accordance with the National Electrical Code (NEC) requirements.

MATERIALS

The solar light fixture shall Smartlight Single Roadfocus RFS, Type 4 complete assembly (Model RFS-35W16LED4K-G2-T4-BK) including P140F-T1-HW-MC solar module assembly (45 degree tilt), 2P (power 365 assembly) with RTA-14D-7B4-1S2C-BK pole or approved equal, as manufactured by Fonroche Lighting America and provided by Dave Murphy and Associates (201-501-8336). The light assembly shall be capable of providing eight (8) hours of post-dusk operation and one (1) hour of pre-dawn operation at full capacity, and dimmed to thirty (30) percent during the remaining overnight hours.

The solar light assembly specifications shall be considered the minimum requirements for any approved equal substitutions.

SECTION 2N – TOT-LOT SURFACE AND COMPONENTS

WORK INCLUDED

The contractor shall furnish and install tot lot curb, stone base course, and drainage system. All materials, labor, and equipment required to complete the tot lot construction including fine grading of stone base course, and all incidental items including underdrains, perimeter curb, and all other associated work, as required by the plans and specifications shall be included under this item.

MATERIALS

Tot lot structures, swings and equipment shall be as shown on the detail drawings and manufactured by Game Time (Marturano Recreation Company, 800-922-0070) or an approved equal. The structures, swings, and equipment shall be furnished and installed by the Township.

Installation shall be in strict conformance with the manufacturer's instructions and recommendations.

The contractor will be responsible for subbase preparation including aggregate base course, underdrains, and perimeter curb as shown on the plans and details.

BONDED RUBBER SURFACE (By Others)

The bonded rubber safety surface will be installed by the Township. The Contractor should anticipate the installation of this surface in his project schedule; installation will take approximately 2 weeks.

TESTING

Rubberbond is tested in accordance to ASTM. F-1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. "Rubberbond" has been tested according to ASTM F-1292. Rubberbond Unitary Surfaces will meet all ADA requirements for firmness and stability, C.P.S.C. standards for playground surfaces and providing a GMAX of less than 200 and an HIC of less than 1000.

Rubberbond has also been tested to the following ASTM specifications:

ASTM D624: Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

ASTM F1551-03: Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials: Suffix-DIN 18-035, Part 6: Water Permeability of Synthetic Turf Systems and Permeable Bases

ASTM D412: Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers
ASTM C1028, *Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method*

ASTM D 2859, *Standard Test Method for Flammability of Finished Textile Floor Covering Materials as directed in Federal Document DOC FF 1-70.*

All Rubberbond test data is available upon request.

QUALITY ASSURANCE

- 1.0 Submit 12" x 12" product samples in specific color and specified thickness. A list of at least ten (10) completed projects over the past two years.

- 1.1 "Rubberbond" safety surface will only be installed when temperatures Exceed 50 degrees C. Installation will be conducted during dry weather conditions.
- 1.2 "Rubberbond" will require a minimum of 48 hours for curing period.
- 1.3 Rubberecycle's Rubberbond Unitary Surfaces" manufactured and installed by Rubberecycle of Lakewood, New Jersey 08723 or approved equivalent surface system.

COLORS

STANDARD COLORS: Terra Cotta, Forest Green, Black, Blue, Light Blue, Brown (Custom colors are available) Final color selection to be made by owner.

INSTALLATION-BASE PREPARATION

- 2.1 Rubberecycle's "Rubberbond" Unitary Surfaces, can be installed on Granular bases, asphalt, compacted dirt or concrete surfaces.
- 2.1 When using a granular base, a minimum of 1 inch to 4 inches depth required, compacted to a 95% proctor density. A water percolation of 16 gallons/M2/hour. Should the rate be less, a French drain must be installed to provide adequate water flow. A Geo-textile between the granular base and surface is recommended (8mm or equivalent).
- 2.2 Granular, asphalt or concrete surfaces require a slope of no less than 2% to drain, acknowledging that Rubberbond Unitary Surfaces, is a water permeable surface.
- 2.3 Base can be sloped up to 30 degrees within the installation area.

THICKNESS OF "RUBBERBOND UNITARY SURFACES

- 3.0 Rubberbond Unitary Surfaces) and Aquatic Facility Safety System requires two part procedure for application when a play structure of any type is present. (Non Chlorinated systems)
- 3.1 Rubberbond applications will be determined by the current ASTM/C.P.S.C. standard for safety surfacing depth.
- 3.2 Polyurethane binder shall be mixed throughout the entire wear coat.
- 3.3 A bevel may be installed at the perimeter of the installation running from the thickness of the surface down to the base. The outside line of the bevel must be clear and follow the designated edge of the installation and allow for proper safety zone perimeters.
- 3.4 Rubberbond's wear course will consistently be 1 ½" thick and will be a 100% color mix. (One and one half inch) The cushion layer will consistently be a minimum of 3" to 5" thick with no binder used in the cushion layer. Water applications will be determined individually according to specific equipment requirements for safety.

RUBBERBOND are a unique combination of loose fill materials and a solid layer wear surface. The cushion layer may be loose fill rubber mulch, various rubber mesh/sized granules, pea gravel or engineered wood fiber. There is no binder used in the base/cushion layer. **"Patent Pending Process."**

WARRANTY

Rubberbond will be guaranteed for 4 years from date of completion of work (Water play areas, pool surrounds, splash pads or similar applications, are covered for 2 years (Non-chlorinated). Contact us for additional warranty information or inquiries. Vandalism is not covered. Vandalism will be determined by a Rubberecycle representative. High traffic areas consisting of swings and other non stationary items are not covered.

MEASUREMENT AND PAYMENTPay ItemPay Unit

RELOCATE EXISTING TOT-LOT NET STRUCTURE,
INCLUDING NEW CONCRETE FOUNDATIONS

LUMP SUM

Payment for the installation of the $\frac{3}{4}$ " stone base course and concrete curb in the playground areas will be made at the square yard bid price for said items as listed in the bid form. Said prices shall include all materials, labor, and incidentals necessary for a complete subbase. No separate payment will be made for any fine grading within the playground areas.

SECTION 20 – TRAFFIC STRIPING, ROADWAY MARKINGS, AND SIGNAGE

WORK INCLUDED

The Contractor shall provide all necessary labor, materials and equipment to install all painted striping, roadway markings and signage as shown on the drawings or as directed by the Engineer. All standard parking stall striping shall be white, 4" wide thermoplastic meeting industry standards for same.

MATERIALS

White 4" wide striping for parking spaces and crosswalks, direction arrows and blue handicap parking markings shall be a superior quality VOC compliant alkyd-based traffic paint approved by the engineer and installed in accordance with the NJDOT Standard Specification, latest revision. All handicapped parking and regulatory and warning signage as shown on the plans shall be installed in accordance with ADA requirements.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4" THICK	LINEAR FOOT
TRAFFIC MARKINGS, THERMOPLASTIC	LUMP SUM
REGULATORY AND WARNING SIGN	UNIT
FURNISH AND INSTALL HANDICAPPED PARKING SIGN	UNIT

Payment for traffic signage including stop signs, pedestrian signs, etc. and handicap parking signage will be made at the unit price bid for said items as listed in the bid form. Signage shall conform to all applicable regulations and be as shown on the detail drawings.

Payment for traffic striping will be made at the linear foot price bid for said items as listed in the Bid Form for the quantity actually installed.

Payment for traffic markings will be made at the lump sum price bid for said items as listed in the Bid Form for the quantity actually installed.

No separate payment will be made for Green Acres Project Sign. Payment for same will be included in clearing site.

SECTION 2P - TOPSOIL, LIME, FERTILIZER, SEED, AND SOD

WORK INCLUDED

The Contractor shall provide all labor, materials, and equipment necessary to furnish and install topsoil, lime, fertilizer, and seed/sod in accordance with the specifications and where indicated on the plans.

It is intended to provide topsoil, lime, fertilizer, and seed/sod for all those areas of the site that have been disturbed during the work on this contract.

The Contractor shall furnish and install sod throughout the site as required to complete the work as intended by the plans or required by the Engineer. The work also includes the furnishing and placement of topsoil to provide the required covering throughout the area to be sodded and throughout those areas disturbed by the Contractor.

Proposed topsoil thickness shall be a minimum of 5" unless otherwise indicated on the plans.

TOPSOIL

All topsoil taken from original excavations, if available, shall be carefully and separately stored and, after completion of the rough grading, shall be shredded, screened (using a 3/8" vibratory harp deck), spread, graded, and rolled to conform with the elevations shown on the drawings or as directed by the Engineer. Additional topsoil as required for these areas shall be furnished by the Contractor at no additional cost. A minimum thickness of topsoil of 5" will be required. All stockpiled topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods and other deleterious matter, and all stones larger than 2" in diameter before it's spread. Topsoil shall not be handled or spread when it is in a frozen or muddy condition, or otherwise unsuitable for handling.

Import Topsoil: (if and where deemed necessary)

Additional topsoil to be imported if required shall be screened topsoil approved by the Engineer. The material shall be inspected and written approval received by the contractor prior to delivery to the site. Inspection shall be by representative samples or by onsite inspection at the source by, and at the discretion of the Engineer. Imported topsoil shall be free of glass, plastic and any other non-organic materials. If any such contaminants are discovered after spreading, the topsoil shall be removed and replaced, or the contaminants removed to a degree satisfactory to the Engineer.

Specifications for Imported and / or Amended Onsite Topsoil:

- Unacceptable Topsoil Sources: Do not obtain topsoil from the following sources:
 1. Areas containing chemically contaminated soils
 2. Areas from which the original surface has been stripped or covered over, such as borrow pits, open mines, demolition sites, dumps, and landfills
 3. Wet excavations
 4. Acid producing soils
- Provide topsoil that conforms to the pH requirements specified below, when tested according to ASTM D 4972.

<u>pH Range</u>	<u>Acceptability / Remediation</u>
pH < 4.1	Topsoil is UNACCEPTABLE
4.1 ≤ pH < 6.0	Add pulverized lime to increase the pH to 6.5 before use

$6.0 \leq \text{pH} < 7.0$ Topsoil is acceptable. No remediation needed

$7.0 \leq \text{pH} < 7.2$ Decrease pH to at least 6.8 before use

$\text{pH} \geq 7.2$ Topsoil is UNACCEPTABLE

- Organic Content requirement shall be between the range of 2 to 7 percent by weight. The organic content shall be determined according to AASHTO T 194, except that the sample is to be taken from oven-dried soil passing a No. 10 sieve. Any soil additives being considered to increase the organic content of selected import topsoil needs to be reviewed and approved by the Engineer prior to the amending process.
- Gradation / particle Size: Provide topsoil conforming to the following particle size requirements and that has no more than 20 percent retained on a No. 10 sieve when mechanically graded.

<u>Particle Size</u>	<u>Percent</u>
Sand (2.0mm to 0.05 mm)	60 – 80
Silt (0.05 mm to 0.005mm)	10 – 15
Clay (0.005 mm to smaller)	5 – 10*
Gravel (2.0mm or greater)	< 4

* - If more than 50 percent of the sand portion is larger than 0.5 millimeters, the allowable range for clay is 10 to 20 percent.

No topsoil shall be spread before the completion of all construction in the area or before all fills are fully compacted.

Before spreading topsoil, the sub-grade shall be cleared of all stones more than 2" in diameter, all coarse roots, sticks, and debris. Any portions of the sub-grade that has been compacted to a hard surface shall be pulverized to a depth of 3" by plowing, or other methods acceptable to the Engineer.

LIME, FERTILIZING AND SEEDING

A soil analysis shall be provided by the contractor if requested by the owner. Ground limestone shall be evenly applied to all areas to be seeded at the rate to be determined or, at a minimum, 4.5 pounds to every 100 square feet of surface, and shall be thoroughly and evenly mixed with the soil to a depth of 5" below finished grade.

All areas to be seeded shall be fine graded to remove all ridges and depressions and the surface shall be cleaned of all stones greater than 2" in diameter, and other debris.

After preparation for seeding, and at least nine days before seeding, organic fertilizer approved by the Engineer shall be incorporated into the soil at a rate of one ton per acre, to a depth of two inches. The soil shall then be thoroughly watered.

Seed shall later be spread and raked into the prepared soil at a rate of 0.4 lbs. per 100 sq. ft. Seed shall be rolled with a water ballast roller, and shall be watered, protected, and tended until there is a hardy stand of grass.

All dates and schedules for seeding operations shall be as approved by the Engineer. Seeding shall be done in favorable weather, in the fall, where possible, and in early spring, if necessary, to complete unfinished areas.

When seeding has been completed, hydro-mulch shall be installed in accordance with the manufacturer's

package instructions and recommendations.

Seed to be furnished and installed shall be a high quality seed mix that is traffic and drought resistant and recommended for athletic field use. The specific seed mix proposed shall be approved by the engineer prior to ordering.

Seed mix to be furnished and installed shall be "Team Mates Plus" as distributed by Lesco, Inc., or an approved alternate.

The above seed mix consists of:

70%	Turf Type Tall Fescue Blend
20%	Perennial Ryegrass
10%	Premium Kentucky Bluegrass

The seed shall contain practically no seeds of noxious weeds and shall be delivered mixed in uniform sealed bags with tags/labels showing weights, analysis and vendor's name. Bags and labels shall be saved and given to the Engineer or Owner.

SOD

Prior to the placement of sod, topsoil conforming to the requirements of other applicable sections of these specifications shall be placed to a minimum 5" thickness over all disturbed areas.

Sod shall be of a tall fescue mix subject to approval of the Engineer. An example of an acceptable sod is "Tuckahoe Fescue Turf" consisting of 45% Millennium Turf Type Tall Fescue, 45% Plantation Turf Type Tall Fescue and 10% Tuckahoe Turf Bluegrass Blend as distributed by Tuckahoe Turf Farms, Inc. of Hammonton, NJ.

Immediately before placing the sod, organic fertilizer applied as described previously, and pulverized limestone if necessary, shall be incorporated into the topsoil. The fertilizer and limestone shall comply with the requirements for same as detailed in other applicable sections of this specification. The sod shall be harvested, and within 36 hours, delivered and placed on the previously prepared bed of topsoil.

With each delivery of sod, a delivery slip shall be submitted with the date of harvest and seed breakdown.

Sod shall be machine cut at a uniform soil thickness of 5/8 plus or minus 1/4 inch at the time of cutting. Measurement for thickness shall exclude top growth and thatch. Individual strips of sod shall be of a uniform width. Broken strips and torn or uneven strips will be rejected. Standard size strips of sod shall be strong enough to support their own weight and retain their size and shape when suspended vertically from the upper 10 percent of the strip.

Sod shall be a Kentucky bluegrass-fescue blend determined to be adequate for the intended use – the seed mix of the sod proposed shall be approved by the owner or engineer prior to delivery.

The big roll system (250 sq. ft. per roll, 4' wide by 62.5' long) should be utilized to minimize the joints within the laid sod surface.

Sod shall be laid with staggered joints and pressed closely together. The ends of sod strips shall be matched so that the ends and sides always lay flush with each other. Sod shall be pressed into the underlying soil by hand tamping and rolling. Then the sodded areas shall be thoroughly watered.

Watering shall be performed as necessary until a firm root mass is established. Each watering shall be performed until water infiltrates through the root zone and into the topsoil zone. The method of watering shall be performed in a manner that provides equal distribution and coverage to all areas sodded.

Sod shall not be transplanted when the moisture content (excessively wet or dry) may adversely affect its survival. Whenever the upper half inch of topsoil is dry, the soil shall be lightly moistened immediately prior to laying the sod.

The finished surface shall be smooth, even, and to the prescribed lines and contour. Sod that is other than alive and healthy before acceptance shall be replaced immediately by the contractor without additional compensation. At the time of acceptance all sod shall be alive, healthy, and established.

WATERING AND CUTTING LAWNS

The contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps may include the thorough watering of the new lawn until it has received its second cutting.

The cost of such watering shall be borne by the contractor, and the equipment and manpower required, shall be furnished by the contractor.

The contractor shall also be held responsible for cutting of lawns until the project is closed out and accepted by the owner. Any lawn areas that have not developed after two (2) cuttings shall be cut and re-seeded or sodded, fertilized, watered, and cut until a full lawn is produced. Should crab grass or broadleaf weed prevention be deemed necessary by the engineer, same shall be applied at no additional cost.

The cuttings of lawn shall not occur closer than 7 to 10 days, or as directed by the Engineer.

Lawn areas must be hearty and uniform prior to acceptance by the owner.

MEASUREMENT AND PAYMENT

Pay Item

4" TOPSOIL, FERTILIZE, LIME, AND SOD
ALL DISTURBED AREAS

Pay Unit

SQUARE YARD

Payment for fine grading, fertilizing, lime, and sodding of all open lawn areas will be made at the square yard price bid for said item as listed in the bid form for the amount actually installed.

Payment for fine grading, fertilizing, lime, and seed will be made at the lump sum price bid for said item as listed in the bid form for the amount actually installed.

SECTION 2Q - CLEANUP AND RESTORATION

WORK INCLUDED

The Contractor shall, throughout the course of the work, maintain the site in a presentable condition to the satisfaction of the Engineer. The Contractor shall be responsible for all periodic clean-up and coordination or cooperative efforts of all subcontractors. All contractors involved in the work shall cooperate fully with direction by the Engineer and Owner in this regard.

Periodic clean-ups shall include, but is not necessarily restricted to, storage of equipment and material, removal of rubbish, and any material which may either become unsightly or impede progress of the work or cause unsafe conditions. In general, the site shall be maintained in the neat and orderly fashion at all times.

At the conclusion of the workday, the Contractor shall restore all areas damaged due to construction activity. Each contractor shall be responsible for damage due to his operations; however, the general contractor shall assume the overall responsibility for any damage. All contractors and subcontractors shall cooperate with the general contractor in this regard.

Grass, shrubs, walks and other site related work damaged during construction shall be restored to the satisfaction of the Engineer.

The Contractor is responsible to leave the site in a condition intended by the plans and all areas shall be left in a state equal to or better than that existing prior to the start of the contract.

MEASUREMENT AND PAYMENT

Separate payment will not be made. Payment for all clean-up and restoration related work shall be included in the prices bid for all work. A portion of the lump sum price bid for Bid Item 1 based on the approved schedule of values will be retained until final clean-up, restoration and demobilization are complete.