

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE  
DIVISION OF COASTAL ENGINEERING  
1510 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753

# OFFICIAL CONTRACT



MONEY ISLAND DEBRIS REMOVAL PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4303-21

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE  
1510 HOOPER AVENUE, SUITE 140  
TOMS RIVER, NEW JERSEY 08753

**MONEY ISLAND DEBRIS REMOVAL PROJECT**

TOWNSHIP OF DOWNE  
CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4303-21

Table of Contents

1. Advertisement of Bid Notification (2)
2. Contract (2)
3. State of New Jersey Wage Rates:
  - i. Official Prevailing Wage Rate Determination Request (1)
    1. Prevailing Wage Rate Determination (2)
      - a. Cumberland (63)
      - b. New Jersey (105)
  - ii. Davis Bacon
    1. NJ – 51 (8)
4. Original Specifications Package (131)
  - i. Project Description (8)
  - ii. Standard Specifications (46)
  - iii. Technical Specifications (16)
  - iv. Permits
    1. NJDEP Division of Land Use Regulation  
DLUR 0604-18-0002.1 CZM1 80001 - Dated September 06, 2019
    2. United States Army Corps of Engineers Regulatory Branch  
CENAP-OP-R-2018-00318-95 (NWP-3) – Dated August 10, 2018



3. FEMA National Environmental Policy Act (NEPA) Review for 57 Private Property Acquisition and Demolition Activities in Downe Township – Dated August 18, 2015
  4. FEMA-HMGP-DR4086-NJ-533-R-NJDEP-Downe Township, Cumberland County – Acquisition and Demolition Project – Time Extension Approval
- v. Diane B. Allen
  - vi. NJDEP Division of Coastal Engineering – Code of Ethics (2)
5. Addenda/Clarifications
  - i. Clarification #1 (10)
6. Bid Proposal (7)
7. Bid Bond (1)
8. Consent of Surety, Acknowledgment of Surety (1)
9. Power of Attorney (2)
10. Financial Statements (3)
11. Appendix A Forms
  - Ownership Disclosure Form (2)
  - Disclosure of Investigations and Actions Involving Bidder (2)
  - Disclosure of Investment Activities in Iran (1)
  - Source Disclosure Certification (1)
  - Statement of Joint Venture (3)
  - Contractor Qualification Affidavit (2).
  - Corporate Resolution (1)
12. Federal Funding Provisions (8)
13. Public Works Contractor Registration Certification (1)
14. New Jersey Business Registration Certificate (1)
15. Performance Bond (2)
16. Payment Bond (2)
17. Attorney-In-Fact Affidavit (2)

18. NJDEP Insurance Certificate (DC-175) (3)
19. NJ EEO Compliance Form (AA-201) (1)
20. Two Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political (3)



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Climate and Flood Resilience  
Division of Coastal Engineering  
1510 Hooper Ave., Suite 140  
Toms River, N. J. 08753

Telephone: (732) 255-0767 Fax: 732-255-0774

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

SHAWN M. LATOURETTE  
*Commissioner*

July 29, 2021

NJDEP PROJECT NO. 4303-21  
MONEY ISLAND DEBRIS REMOVAL  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

### ADVERTISEMENT FOR BID

Due to the current state of emergency as of the result of COVID-19, pre-qualified contractors can request to obtain hard copies of bid documents by contacting the Project Manager via the email address below. The Project Manager will then coordinate with the pre-qualified contractor regarding the best practicable means to obtain the bid documents while maintaining social distancing practices. Plans and Specifications may be examined at the above address; however, call (732) 255-0767 before visiting to assure availability and ability to maintain social distancing protocols.

Pre-qualified contractors can obtain bid documents from the Toms River address. Bidders must be pre-qualified with the Division of Coastal Engineering (Division) per N.J.S.A. 52:35 et seq. under the Division's "Special Miscellaneous Work" category prior to submitting a bid and are required to comply with the Affirmative Action provision as outlined in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Review and approval of new pre-qualification packages by the Division typically takes 10-12 calendar days, depending upon applicant's responsiveness.

Please use the following link provided to access the Division of Coastal Engineering pre-qualification package forms: <https://www.nj.gov/dep/shoreprotection/docs/prequalification.pdf>

All questions regarding the project are to be submitted by prospective Bidders no later than 4:00 PM on August 9, 2021. All questions will be addressed by 4:00 PM on August 11, 2021 by the Division. The Division will only answer questions received from an authorized representative of the Pre-Qualified Contractor. The authorized representative of the Pre-Qualified Contractor shall provide their contact information upon request of a project bid package.

Sealed bid proposals for the Money Island Debris Removal Project, in the Township of Downe, Cumberland County, New Jersey shall be delivered to Erick Doyle, Manager, Bureau of Construction, Division of Coastal Engineering, in person or by mail to 1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753, prior to 10:00 A.M. prevailing time on Thursday, August 19, 2021. No bids will be accepted after the aforementioned time.



The Division will proceed with the Bid Opening at the aforementioned time in person, as well as providing a virtual option through the use of Microsoft Teams. Please refer to the Specifications for more information pertaining to attending the Bid Opening in person. For directions to access the Bid Opening virtually through Microsoft Teams, please use the following link:

<https://www.nj.gov/dep/shoreprotection/index.html>

Contractors and Subcontractors must be registered under the “Public Works Contractor Registration Act”, N.J.S.A. 34:11-56.48 et seq. at time of bid. Appropriate proof of this registration should be provided to NJDEP prior to award of contract. All prospective Bidders must provide the following contact information for their designated authorized representative for all bid questions, bid documents, addenda, and correspondence. Please provide the following information to the Project Manager via email at [andrew.mctague@dep.nj.gov](mailto:andrew.mctague@dep.nj.gov):

- Contact Name & Title;
- Mailing/Shipping & Email Address;
- Office, Mobile, and Fax Number

No proposals will be considered unless accompanied by Certified Check or Bid Bond in the amount of ten percent (10%) of the total amount of the bid and a certified statement from a bonding company stating that it will furnish necessary performance and payment bonds in the amount of the contract in accordance with N.J.S.A. 2A:44-147 inclusive, with sureties satisfactory to the State of New Jersey.

Minimum wage rates for this project shall be as specified in the “Prevailing Wage Determination of the New Jersey Department of Labor and Workforce Development” on file with NJDEP. The entire work is to be completed with the CONTRACT TIME STATED WITHIN THE BID DOCUMENTS.

The Department of Environmental Protection reserves the right to waive any minor informality in a bid or to reject any or all bids pursuant to law.



William Dixon, Director  
Division of Coastal Engineering

## CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand twenty one, between the Department of Environmental Protection, Division of Coastal Engineering of the State of New Jersey, herein after referred to as the Division and AGATE CONSTRUCTION COMPANY, INC. with a principal office location at 1030 Route 83, Clermont, NJ 08210 herein after referred to as the Contractor.

**WITNESSETH**, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Department, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement of

**MONEY ISLAND DEBRIS REMOVAL PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4303-21**

in strict and entire conformity with the plans and specifications on file at the Division of Coastal Engineering and by the Specification and Proposal Form, Appendix, and Clarification #1 that contain plans marked as "(3) 4303-21 Project Plans\_FINAL\_w CWL added" and "(10) 4303-21 Project Plans\_FINAL" applying to this particular work, which were duly approved by the State Commissioner of the Department of Environmental Protection under the power and authority vested in the Department under Chapter 148, Laws of 1992 which said plans, specifications and documents are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Division hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of one hundred sixteen thousand three hundred dollars and no cents (\$116,300.00) for the total bid.



MONEY ISLAND DEBRIS REMOVAL PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4303-21

IN WITNESS WHEREOF, the Contractor and the Division have hereunto set  
their respective names on the day and year first written.

(COMPANY SEAL)

James E. Johnston, III

PRESIDENT (Print)

BY

PRESIDENT (Signature)

ATTEST:

NOTARY

SUSAN D. SHARP  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2299665  
My Commission Expires 4/25/2023

THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE

WILLIAM DIXON, DIRECTOR  
DIVISION OF COASTAL ENGINEERING

NOTARY

Kimberly A. Kavanagh (SEAL)

Notary Public of New Jersey

My Commission Expires 11-16-2021

NOTARY

APPROVED:

DAVE ROSENBLATT, ASSISTANT COMMISSIONER  
CLIMATE AND FLOOD RESILIENCE

The aforementioned agreement  
has been reviewed and  
approved as to form.

Andrew J. Bruck  
ACTING ATTORNEY GENERAL OF NEW JERSEY

Name: David C. Apy  
Assistant Attorney General

Kimberly A. Kavanagh (SEAL)  
Notary Public of New Jersey  
My Commission Expires 11-16-2021

**Confirmation Page**

You have successfully completed your request for an Official Prevailing Wage Rate Determination. The wage rate determination details are displayed below. These details will also be emailed to the email address you provided.

Save the Confirmation No. for your records. Save and print all documents listed below. Please do not forget to complete the [PWConfirmation.pdf](#) and send it to the NJ Dept. of Labor and Workforce Development, Public Contracts Section.

If any of the links/attachments are not working, please email [PWRIssues@dol.nj.gov](mailto:PWRIssues@dol.nj.gov). Explain which of the links/attachments are not working and provide the Confirmation No. Please note that this email address is for online technical issues only; any law or wage rate questions sent to this email address cannot be answered and will be deleted.

**Confirmation No.: 76625**

**Date of Determination: 09/09/2021 11:29:25**

**NAME AND ADDRESS OF PUBLIC BODY AWARDING THE CONTRACT**

<b>Name</b>	Department of Environmental Protection	<b>FEIN</b>	XXXXX9999
<b>Street</b>	1510 Hooper Avenue	<b>City</b>	Toms River
<b>State</b>	NJ	<b>Zip</b>	08753
<b>Project No.</b>	4303-21		

**NAME AND ADDRESS OF REQUESTING OFFICER**

<b>First Name</b>	Andrew	<b>Last Name</b>	McTague MI
<b>Title</b>	Environmental Engineer	<b>Phone No.</b>	732-255-0765 Ext.
<b>Company Name</b>	Department of Environmental Protection	<b>Email</b>	andrew.mctague@dep.nj.gov
<b>Street</b>	1510 Hooper	<b>City</b>	Toms River
<b>State</b>	NJ	<b>Zip</b>	08753

**NAME AND ADDRESS OF CONTRACTOR WHO IS BEING AWARDED THE CONTRACT**

<b>Company Name</b>	Agate Construction Co., Inc.	<b>FEIN</b>	
<b>Contact First Name</b>	Susan	<b>Contact Last Name</b>	Sharp MI
<b>Street</b>	1030 Route 83	<b>City</b>	Clermont
<b>State</b>	NJ	<b>Zip</b>	08210
<b>Contract Amount</b>	\$116,300.00		

**DESCRIPTION OF WORK**

Debris removal

**LOCATION WHERE WORK WILL BE PERFORMED**

<b>Street</b>	<b>City</b>
Bayview Road	Downe

**County Rate(s)**

CUMBERLAND	<a href="#">236132601-cumberland-8-24-21.pdf</a>
STATE WIDE RATES	<a href="#">182112750-statewide-7-1-21.pdf</a>
PWConfirmation.PDF	<a href="#">PWConfirmation.pdf</a>

Print This Page

New Official Wage Rate Request



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

### PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

#### Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour

**B** = Fringe Benefit Rate per Hour\*

**T** = Total Rate per Hour

- \* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

#### Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.



## Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

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

**County - CUMBERLAND**

**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**

I

**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 - CUMBERLAND**

**Craft: Boilermaker**

**PREVAILING WAGE RATE**

	01/01/21
Foreman	W52.51 B45.60 T98.11
General Foreman	W54.51 B46.63 T101.14
Journeyman	W47.51 B43.91 T91.42

**Craft: Boilermaker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	37.08	37.99	39.49	39.84	40.78	41.70	42.61			

**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**

APPRENTICE RATE SCHEDULE AS OF 1-1-21:

INTERVAL	PERIOD AND RATES							
1000 Hours	65%	70%	75%	80%	85%	90%	95%	
Benefits	37.72	38.20	39.20	40.14	41.09	42.03	42.96	

**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.

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

**County - CUMBERLAND**

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

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

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

**County - CUMBERLAND**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/21
Foreman	W34.62 B17.57 T52.19
General Foreman	W35.25 B17.57 T52.82
Mechanic	W33.25 B17.57 T50.82

**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 - CUMBERLAND**

**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 - CUMBERLAND**

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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - \***

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - CUMBERLAND**

**Craft: Diver                      PREVAILING WAGE RATE**

	05/07/21
Diver	W52.48 B38.14 T90.62
Tender	W43.73 B38.14 T81.87

**Craft: Diver                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	27.67	28.48	29.27	30.09						

**Craft: Diver                      COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Dockbuilder**

**PREVAILING WAGE RATE**

	05/07/21
Foreman	W52.48 B38.14 T90.62
Journeyman	W43.73 B38.14 T81.87

**Craft: Dockbuilder**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefit	22.82	24.44	26.87	29.27						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Dockbuilder**

**COMMENTS/NOTES**

**Creosote Handling:**

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

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

**Hazardous Material Work:**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT WORK:**

- Shift work pertains to both land and water work.

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

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

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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



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

**County - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Electrician**

**PREVAILING WAGE RATE**

	09/28/20
Asst. General Foreman	W58.78 B51.66 T110.44
Foreman	W54.86 B48.62 T103.48
General Foreman	W63.67 B55.47 T119.14
Journeyman, Cable Splicer	W48.98 B44.04 T93.02
Lead Foreman	W56.33 B49.76 T106.09
Working Foreman, Welder, Crane Operator (all types)	W51.43 B45.94 T97.37

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	14.93	19.16	23.40	27.63	31.87					
Benefits	7.50	8.69	9.90	11.11	12.31					

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

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

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

FOREMAN REQUIREMENTS (number of Electricians on site):

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

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

**County - CUMBERLAND**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

	01/08/21
Master Technician/Gen. Foreman (31+ Workers on Job)	W49.88 B36.24 T86.12
Senior Technician/Lead Foreman (21-30 Workers on Job)	W45.27 B34.80 T80.07
Technician A/Foreman (11-20 Workers on Job)	W43.14 B34.12 T77.26
Technician B/Working Foreman (4-10 Workers on Job)	W41.88 B32.74 T74.62
Technician C/Journeyman (1-3 Workers on Job)	W37.94 B30.50 T68.44

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

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits9.45	9.45	9.45	10.42	10.42	12.37	12.37	14.72	14.72		

**Ratio of Apprentices to Journeymen - 2:3**

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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

**County - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	09/28/20
Assistant General Foreman	W58.78 B51.55 T110.33
Foreman	W54.86 B48.48 T103.34
General Foreman	W63.67 B55.40 T119.07
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W24.49 B24.60 T49.09
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W34.29 B32.32 T66.61
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W41.63 B38.08 T79.71
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W48.98 B43.86 T92.84
Lead Foreman	W56.33 B49.63 T105.96
Working Foreman	W51.43 B45.78 T97.21

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22			
Benefits	10.30	10.92	11.52	12.15	12.76	13.38	14.00			

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - CUMBERLAND**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

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

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

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

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

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

(runs one foreman).

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

(runs two foremen).

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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



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

**County - CUMBERLAND**

**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 - CUMBERLAND**

**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	29.70	32.18	34.65	37.13	39.60	42.08	44.55			
Benefits	26.19	27.65	29.10	30.58	32.04	33.51	34.95			

**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 - CUMBERLAND**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/21
Helper-Over 5 Years	W43.00 B39.80 T82.80
Helper-Under 5 Years	W43.00 B38.94 T81.94
Mechanic (Journeyman) over 5 years	W61.43 B41.27 T102.70
Mechanic (Journeyman) under 5 years	W61.43 B40.04 T101.47
Mechanic in Charge (Foreman) over 5 years	W69.11 B41.88 T110.99
Mechanic in Charge (Foreman) under 5 years	W69.11 B40.50 T109.61
Probationary Helper (1st 6 months)	W30.72 B38.20 T68.92

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Glazier**

**PREVAILING WAGE RATE**

	06/04/21
Foreman	W49.67 B34.38 T84.05
Journeyman	W45.67 B34.38 T80.05

**Craft: Glazier**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.00	22.00	28.50	36.00						
Benefits	18.50	20.34	21.78	23.72						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Glazier**

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENT:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

- Benefits on overtime hours are as follows:

Time and one-half = \$42.32/hr.

Double time = \$50.26/hr.

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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PREVAILING WAGE RATE DETERMINATION**

**County - CUMBERLAND**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	07/06/21
Foreman	W52.00 B36.25 T88.25
Journeyman	W50.50 B36.25 T86.75

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	45%	55%	65%	75%	80%					
Benefit	33.00	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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

**County - CUMBERLAND**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	07/06/21
Foreman	W52.00 B36.25 T88.25
Journeyman	W50.50 B36.25 T86.75

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

**MECHANIC-TO-APPRENTICE RATIO:**

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

**OVERTIME:**

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

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



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

**County - CUMBERLAND**

**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 - CUMBERLAND**

observed the following Monday.

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

**County - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

	07/15/21
Foreman- Fence and Guardrail	W50.30 B35.64 T85.94
Foreman-Rod/Mesh	W53.80 B36.42 T90.22
Foreman-Structural	W54.92 B36.42 T91.34
Journeyman- Fence and Guardrail	W46.57 B35.64 T82.21
Journeyman-Rod/Mesh	W48.04 B36.42 T84.46
Journeyman-Structural	W49.04 B36.42 T85.46

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	75%	85%							

**Ratio of Apprentices to Journeymen - \***

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

**Craft: Ironworker**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.

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

**County - CUMBERLAND**

- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

For Rod/Mesh and Structural-

When wages are time and one-half, benefits = \$41.13.

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$39.96.

When wages are double, benefits = \$44.28.

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

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

**County - CUMBERLAND**

**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						
Benefits	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 - CUMBERLAND**

**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 - CUMBERLAND**

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 - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.55 B5.45 T36.00
Laborer	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W17.05 B2.95 T20.00

**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 - CUMBERLAND**

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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Paperhanger**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W47.34 B27.22 T74.56
Journeyman	W43.04 B27.22 T70.26

**Craft: Paperhanger**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER	NEW	CONSTR	UCTION			

**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 - CUMBERLAND**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

See "Plumber" Rates

**Craft: Pipefitter**

**COMMENTS/NOTES**

\*\*\* See PLUMBER Rates\*\*\*

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

**County - CUMBERLAND**

**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 - CUMBERLAND**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/28/21
Foreman	W51.39 B48.39 T99.78
Journeyman	W46.72 B48.39 T95.11

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	30.05	31.40	34.09	35.42	36.76	38.10	39.46	40.79	42.14	43.47

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job having 2 or more Journeyman Plumbers, 1 must be designated a Foreman.
- There must be 1 additional Foreman for every 10 Plumbers on the job.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the hourly rate, per hour.

**OVERTIME:**

The first 4 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 12 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

**County - CUMBERLAND**

**Craft: Roofer**

**PREVAILING WAGE RATE**

	06/29/21
Foreman (5 workers or less)	W42.33 B33.12 T75.45
Foreman (6 workers or more)	W42.83 B33.12 T75.95
Journeyman	W40.33 B33.12 T73.45

**Craft: Roofer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	22.39	26.39	33.12	33.12						

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer**

**COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

	06/29/21
Foreman (3 workers or less)	W30.75 B21.55 T52.30
Foreman (4 workers or more)	W31.50 B21.55 T53.05
Helper	W15.25 B21.55 T36.80
Journeyman (shingle work)	W30.50 B21.55 T52.05

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%							

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

OVERTIME:

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

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

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

**County - CUMBERLAND**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	07/27/21
Foreman	W31.49 B23.90 T55.39
Journeyman	W29.49 B23.90 T53.39

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	23.36	23.41	23.45	23.50	23.54	23.59	23.63	23.67	23.72	23.81

**Ratio of Apprentices to Journeymen - 1:2**

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

**FOREMAN REQUIREMENTS:**

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

**OVERTIME:**

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

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



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

**County - CUMBERLAND**

**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 - CUMBERLAND**

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 - CUMBERLAND**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	04/05/21
Foreman	W54.94 B29.33 T84.27
General Foreman	W57.19 B29.33 T86.52
Journeyman	W52.19 B29.33 T81.52

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
Benefits	8.52	8.52	19.47	19.47	20.72	20.72	20.72	20.72	20.72	20.72

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all projects. If there is only 1 Sprinkler Fitter on the project, he/she shall be designated a Foreman.
- On any job with 22 or more Sprinkler Fitters 1 shall be designated a General Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd and/or 3rd shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Friday.

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

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

**County - CUMBERLAND**

**Craft: Tile Worker**

**PREVAILING WAGE RATE**

	07/01/21
Finisher	W42.05 B28.21 T70.26
Setter	W48.94 B33.79 T82.73

**Craft: Tile Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Worker**

**COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.

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

**County - CUMBERLAND**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	07/15/21
Bucket, Tack Spreader trucks	W38.75 B29.42 T68.17
Concrete mobile unit; Seeding/Fertilizing/ Mulching truck	W38.75 B29.42 T68.17
Dump, Water, Form, Vacuum or Vac-All, Pick-up trucks	W38.75 B29.42 T68.17
Helper on Straight 3-axle truck; Mechanic's helper	W38.55 B29.42 T67.97
Large, off-road Dump or Water truck, Transit Mix Driver	W39.10 B29.42 T68.52
Mechanic	W39.25 B29.42 T68.67
Shop Steward	W40.10 B29.42 T69.52
Straight 3-axle truck	W38.75 B29.42 T68.17
Tow truck	W38.90 B29.42 T68.32
Tractor-Trailer (any), Fuel, Winch, Asphalt Oil Distributor trucks	W39.10 B29.42 T68.52

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIALS:**

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

**County - CUMBERLAND**

- Second and Third shifts shall receive an additional \$1.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

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

**County - CUMBERLAND**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	07/15/21
Driver	W33.35 B29.42 T62.77

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

These rates apply to delivery of materials TO a jobsite.

**SHIFT DIFFERENTIALS:**

- Second and Third shifts shall receive an additional \$1.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

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

**County - CUMBERLAND**

**Craft: Welder**

**PREVAILING WAGE RATE**

Journeyman

**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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, 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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.25	33.23	79.48	80.78	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.95	33.23	79.18	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.45	33.23	78.68	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
47.95	33.23	81.18	82.48	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.90	33.23	78.13	79.43	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.55	33.23	77.78	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.40	33.23	77.63	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:**

<b>03/03/2021</b>			<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	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:**

**10/01/2020**

Rate	Fringe	Total
41.42	15.29	56.71

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
35.82	14.84	50.66

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
33.72	14.67	48.39

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
32.80	14.30	47.10

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
31.74	14.21	45.95

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
26.37	13.48	39.85

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
36.91	14.93	51.84

**CLASSIFICATIONS:**

Crane Operator

**MICROSURFACING/SLURRY SEAL**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

**SHIFT DIFFERENTIALS:**

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

**OVERTIME:**

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**    **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.30	33.23	77.53	78.83	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

**CLASSIFICATIONS:**

Screedman

**ASPHALT LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.90	33.23	77.13	78.43	81.18	83.68

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.15	33.23	77.38	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:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

**CLASSIFICATIONS:**

Foreman



**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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:**

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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 coatiers of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	81.28	85.03	88.53

**CLASSIFICATIONS:**

general foreman

HEAVY & GENERAL LABORERS - SOUTH

Rates Expiration Date :

Effective Dates:

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	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:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper



**ASPHALT LABORERS- NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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 7:00 AM and 6:30 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:**

**11/29/2020**

Rate	Fringe	Total
57.30	39.54	96.84

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
53.52	36.92	90.44

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
51.90	35.80	87.70

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
45.41	31.32	76.73

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
67.57	46.62	114.19

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
62.17	42.88	105.05

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
60.55	41.77	102.32

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
43.79	30.20	73.99

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
35.14	24.24	59.38

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
32.44	22.36	54.80

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
53.52	36.92	90.44

**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:**

**12/02/2020**

Rate	Fringe	Total
63.56	51.00	114.56

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**

**Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
56.43	46.88	103.31

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
53.46	45.13	98.59

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Welder



**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
39.60	36.94	76.54

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
34.65	34.00	68.65

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
32.18	32.55	64.73

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
29.70	31.09	60.79

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
27.23	29.62	56.85

**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:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

**CLASSIFICATIONS:**

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/03/2021</b>		<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
69.38	33.23	102.61	104.31	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/03/2021</b>		<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
68.93	33.23	102.16	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.18	33.23	101.41	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
71.93	33.23	105.16	106.86	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
67.35	33.23	100.58	102.28	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.83	33.23	100.06	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.60	33.23	99.83	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:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.00	33.23	99.23	100.93	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

**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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**OPERATING ENGINEERS**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
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 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift 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 Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, 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 Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, 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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.25	33.23	79.48	80.78	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.95	33.23	79.18	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.45	33.23	78.68	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
47.95	33.23	81.18	82.48	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.90	33.23	78.13	79.43	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.55	33.23	77.78	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.40	33.23	77.63	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:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	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:**

**10/01/2020**

Rate	Fringe	Total
41.42	15.29	56.71

**CLASSIFICATIONS:**

Lead Dredgeman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
35.82	14.84	50.66

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
33.72	14.67	48.39

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
32.80	14.30	47.10

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
31.74	14.21	45.95

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
26.37	13.48	39.85

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
36.91	14.93	51.84

**CLASSIFICATIONS:**

Crane Operator

**MICROSURFACING/SLURRY SEAL**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

**SHIFT DIFFERENTIALS:**

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

**OVERTIME:**

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man



TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**     **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.30	33.23	77.53	78.83	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

**CLASSIFICATIONS:**

Screedman

**ASPHALT LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.90	33.23	77.13	78.43	81.18	83.68

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.00	33.23	77.23	78.53	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

03/19/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.15	33.23	77.38	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:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2020			10/18/2021	10/18/2022
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

**CLASSIFICATIONS:**

Foreman

**HEAVY & GENERAL LABORERS - NORTH**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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:**

	03/03/2021		09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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 coatiers of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	78.73	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
48.00	33.23	81.23	82.53	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/10/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
46.75	33.23	79.98	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:**

<b>03/10/2021</b>			<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	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:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/02/2020			11/01/2021	11/01/2022
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
45.75	33.23	78.98	80.28	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.45	33.23	77.68	78.98	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
44.20	33.23	77.43	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:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
43.50	33.23	76.73	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 7:00 AM and 6:30 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:**

**11/29/2020**

Rate	Fringe	Total
57.30	39.54	96.84

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
54.06	37.30	91.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
53.52	36.92	90.44

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
51.90	35.80	87.70

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
45.41	31.32	76.73

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
67.57	46.62	114.19

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
62.17	42.88	105.05

**CLASSIFICATIONS:**

Assistant General Foreman



**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
60.55	41.77	102.32

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
43.79	30.20	73.99

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.63	28.71	70.34

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
41.08	28.35	69.43

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
35.14	24.24	59.38

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
32.44	22.36	54.80

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

**11/29/2020**

Rate	Fringe	Total
53.52	36.92	90.44

**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:**

**12/02/2020**

Rate	Fringe	Total
63.56	51.00	114.56

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**

**Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
56.43	46.88	103.31

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
53.46	45.13	98.59

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Welder

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
49.50	42.79	92.29

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
39.60	36.94	76.54

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
34.65	34.00	68.65

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
32.18	32.55	64.73

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
29.70	31.09	60.79

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/02/2020**

Rate	Fringe	Total
27.23	29.62	56.85

**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:

12/02/2020

Rate	Fringe	Total
21.78	26.40	48.18

**CLASSIFICATIONS:**

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/03/2021</b>		<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
69.38	33.23	102.61	104.31	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/03/2021</b>		<b>09/01/2021</b>	<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total	Total
68.93	33.23	102.16	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
68.18	33.23	101.41	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
71.93	33.23	105.16	106.86	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
67.35	33.23	100.58	102.28	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.83	33.23	100.06	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:**

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.60	33.23	99.83	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:

03/03/2021			09/01/2021	03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total	Total
66.00	33.23	99.23	100.93	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

"General Decision Number: NJ20210051 06/04/2021

Superseded General Decision Number: NJ20200051

State: New Jersey

Construction Type: Heavy

County: Cumberland County in New Jersey.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	05/28/2021
2	06/04/2021

CARP0006-013 05/01/2021

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 51.89	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

-----  
CARP0454 009 05/01/2016

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.95	31.32

#### PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days

in the five-day work week preceding the holiday and the first work day after the holiday.

-----  
CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

-----  
ELEC0351 013 09/30/2019

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.	\$ 46.51	72.54% + .65
Electrician and cable splicer.....	\$ 47.52	79.72%+.65

ENGI0825-019 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down the hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd.

and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

## GROUP 2:

Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

## GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Crusher; Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

## GROUP 4:

Broom; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Roller, Grade; Pump

## GROUP 5:

Oiler

-----  
IRON0350 008 07/01/2016

CUMBERLAND COUNTY (east of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet)

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 47.02	37.75
Structural and Ornamental...	\$ 48.02	37.75

-----

IRON0399-006 07/01/2018

CUMBERLAND COUNTY (west of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet)

	Rates	Fringes
IRONWORKER (Structural, Reinforcing and Ornamental).....	\$ 49.43	29.70

-----

\* LAB00172-007 03/01/2021

	Rates	Fringes
Laborers:		
Landscape Laborer, Power		
Tool Operator.....	\$ 43.50	32.35
Pipelayer.....	\$ 44.20	32.35

## Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B,

or C personal protection: \$1.00 per hour additional.

## PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

-----  
LAB00222-013 07/01/2012

	Rates	Fringes
--	-------	---------

## LABORER

MASON TENDER:

Cement/Concrete.....	\$ 29.35	23.07
----------------------	----------	-------

-----  
PAIN0711-023 05/01/2017

	Rates	Fringes
--	-------	---------

Painters:

Work on bridges (Major Bridges Designed for Commercial Navigation).....	\$ 54.13	27.12
---	----------	-------

-----  
PAIN0711-024 05/01/2017

	Rates	Fringes
--	-------	---------

Painters:

New Construction Brush and roller.....	\$ 40.19	22.72
Repaint work, on projects on which no major alterations occur. Brush and roller.....	\$ 29.05	18.91

-----  
PLAS0592-036 05/01/2018

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...	\$ 42.09	32.82
-----------------------------------	----------	-------

-----  
PLUM0322-010 05/01/2021

	Rates	Fringes
--	-------	---------

PIPEFITTER.....	\$ 46.72	45.69
-----------------	----------	-------

-----  
TEAM0676-005 05/01/2020

	Rates	Fringes
--	-------	---------

Truck drivers:

Dump Truck Drivers; Pickup Truck.....	\$ 37.75	28.241
Off the Road Truck; Flatbed Truck.....	\$ 38.10	28.241

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: \$1.00 per hour additional.

#### SHIFT WORK:

An owner mandated irregular shift starting any time other than between 6:00 am and 8:00 am to receive \$1.00 per hour, for each hour worked, in addition to the regular rate of pay.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

#### BEREAVEMENT PAY:

In case of a death in the worker's immediate family (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

-----  
SUNJ2004-027 01/02/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 25.30	11.92
OPERATOR: Backhoe Loader		
Combo.....	\$ 31.28	20.79

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative



Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE  
1510 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753

NOTICE TO BIDDERS  
SPECIFICATIONS  
AND  
PROPOSAL FORM  
FOR



MONEY ISLAND DEBRIS REMOVAL  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4303-21

JULY 2021

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE  
1510 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753

MONEY ISLAND DEBRIS REMOVAL PROJECT

TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4303-21

Table of Contents

<u>General Sections:</u>	<u>Page #</u>
<b>Section 1:00 – Project Description</b>	<b>D-1 – D-8</b>
1:01 – Location	
1:02 – Work Description	
1:03 – Contract Time	
1:04 - Determination of Lowest Bid and Contract Award	
1:05 – Project Sign	
1:06 – Permit Conditions	
1:07 – Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents	
1:08 – Federal Funding Provisions	
1:09 - Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms	
1:10 – Project Plans	
 <b>Section 2:00 to 10:00 – Standard Specifications</b>	 <b>S-1 – S-46</b>
2:00 – Project Plans and Specifications	
2:01 – Project Specifications	
2:02 – The Project Plans	
2:03 – General Statement	
2:04 – Tides and Datums	
 3:00 – Bidding and Contract Award	
3:01 – Definitions	
3:02 – Proposal and Estimated Quantities	
3:03 – Qualifications of Bidders	
3:04 – Joint Venture	

**Section 2:00 to 10:00 – Standard Specifications (cont.) S-1 – S-46**

- 3:05 – Submitting Bids
- 3:06 – Bid Modifications
- 3:07 – Contract Award
- 3:08 – Reserved
- 3:09 – Addenda of Clarifications
- 3:10 – Social Distancing

**4:00 – Bid Evaluation**

- 4:01 – Right to Waive
- 4:02 – Director’s Right to Final Bid Acceptance
- 4:03 – Reserved
- 4:04 – Reserved
- 4:05 – Clarification of Bid
- 4:06 – Evaluation Criteria
  - 4:06.1 – Bidder’s Cost Proposal
  - 4:06.2 – Bid Discrepancies
  - 4:06.3 – Reserved

**5:00 – The Department of Environmental Protection**

- 5:01 – Definition
- 5:02 – Supervision and Inspection
- 5:03 – Construction Field Office
- 5:04 – Other Facilities to be Furnished

**6:00 – The Contractor**

- 6:01 – Definition
- 6:02 – Official Address
- 6:03 – Safety
- 6:04 (A) – Federal, State, and Local Laws
- 6:04 (B) – Affirmative Action Plan
- 6:05 – Stakes and Bench Marks
- 6:06 – Property Protection
- 6:07 – Patients
- 6:08 (A) – Indemnification
- 6:08 (B) – Owner’s and Contractor’s Protective Liability Insurance
- 6:08 (C) – Pollution Liability Insurance
- 6:09 – Measurement and Payment

**7:00 – General Construction**

- 7:01 – Investigation of Site and Conditions
- 7:02 – Obstruction of Drainage
- 7:03 – Misplaced Material
- 7:04 – Water
- 7:05 – Rights-Of-Way

- 7:06 – Access to Roadway and Trestle
- 7:07 – Damage to Structures
- 7:08 – Construction Materials
- 7:09 – Project Sign

- 8:00 – Contract Conditions
  - 8:01 – Contract Time
  - 8:02 – Sundays and Legal Holidays
  - 8:03 – Liquidated Damages
  - 8:04 – Stopping Work
  - 8:05 – Substantial Completion of Work
  - 8:06 – Claim for Delay
  - 8:07 – Abandonment of Contract
  - 8:08 – Breach of Contract
  - 8:09 – Review of Contracts

- 9:00 – Payment and Acceptance
  - 9:01 – Payments
  - 9:02 – Conditions of Acceptance
  - 9:03 – Contract Quantities
  - 9:04 – Site Restoration

- 10:00 – State Provisions
  - 10:01 – New Jersey Prevailing Wage Act
  - 10:02 – Division of Motor Vehicles Regulations
  - 10:03 – Americans With Disabilities Act (A.D.A.)
  - 10:04 – Business Registration
  - 10:05 – Subcontractors
  - 10:06 – Buy America
  - 10:07 – Diane B. Allen Equal Pay Act
  - 10:08 – Notice of Child Support
  - 10:19 – Conflict of Interest Law/EO 189
  - 10:10 – State Use Tax
  - 10:11 – Public Works Contractor Registration Act
  - 10:12 – Statement of Corporate Ownership
  - 10:13 – Disclosure of Investment Activities in Iran

## **Section 11:00 – Technical Specifications**

**T-1 – T-16**

- 11:01 – Item No. 1 – Base Bid – General Work
- 11:02 – Item No. 2 – Base Bid – Debris Removal
- 11:03 – Soil Erosion and Sediment Control
- 11:04 – Site Grading
- 11:05 – Onsite Material
- 11:06 – Stockpiling
- 11:07 – Contract Time
- 11:08 – Payment
- 11:09 – Access

11:10 – Construction Schedule  
11:11 – Project Meetings  
11:12 – Permit Conditions  
11:13 – Subcontractors

Permits:

NJDEP Division of Land Use Regulation 10 pages  
DLUR 0604-18-0002.I CZM1 80001 - Dated September 06, 2019

United State Army Corps of Engineers Regulatory Branch 21 pages  
CENAP-OP-R-2018-00318-95 (NWP-3) – Dated August 10, 2018

FEMA National Environmental Policy Act (NEPA) Compliance 14 pages  
Review for 57 Private Property Acquisition and Demolition Activities in  
Downe Township – Dated August 18, 2015

FEMA-HMGP-DR4086-NJ-533-R-NJDEP-Downe Township, 1 page  
Cumberland County – Acquisition and Demolition Project – Time  
Extension Approval

Diane B. Allen Equal Pay Act Form 2 pages

NJDEP Code of Ethics 2 pages

Appendix A: Forms

Ownership Disclosure Form 2 pages

Disclosure of Investigations and other Actions Involving  
Bidder Form 2 pages

Disclosure of Investment Activities in Iran 1 page

Source Disclosure Certification form 1 page

Statement of Joint Venture (if applicable) 3 pages

Contractor Qualification Affidavit 2 pages

Corporate Resolution 1 page

Appendix B: Site Photographs

Appendix C: FEMA Best Practices for Lower Impact Debris Removal and  
Demolitions

Appendix D: Reserved

Appendix E: Reserved

Appendix F: Federal Funding Provisions

6 pages

Bid Proposal: Proposal/Bid Schedule

P-1 – P-7





**1:00 (1) PROJECT DESCRIPTION:****1:00 PROJECT DESCRIPTION:****1:01 LOCATION:**

The proposed related work to be performed under this project is located at the Delaware Bayshore community of Money Island along the street known as Bayview Rd. in Downe Township, Cumberland County, New Jersey, directly fronting the mouth of Nantuxent Creek. Specific details as to the location are shown on Sheets 1-4 of the project plans.

**1:02 WORK DESCRIPTION:**

The work to be performed under these specifications consists of the furnishing of all construction materials, equipment, labor, supplies and facilities, and the performing of all work necessary to remove debris and all related work per project description, together with all appurtenant work, as required by and in conformance with these Specifications and Project Plans in four (4) sheets, dated February 17, 2021, and identified as "2021 Blue Acres Restoration Debris Removal Project".

**NOTES:**

1. All construction operations shall be planned, executed and in compliance with Executive Orders 122, 142, 192 and 196 to address COVID-19. The Contractor and Sub-contractors must comply with the executive orders until they are rescinded, replaced, or construction is complete. Furthermore, the Contractor and Sub-contractors must comply with any subsequent executive orders issued by the Governor until same is rescinded, replaced, or construction is complete. Any additional restrictions shall be addressed by the Contractor immediately in their daily operations at no additional cost to the Department.
2. During the contract construction window, the New Jersey Department of Transportation's (DOT) Office of Maritime Resources (OMR) will be conducting a beneficial reuse of dredge material project within the 4303-21 project area. DOT-OMR may begin to stage equipment and dredge pipe onto the beach as early as Sept 15, 2021, with beachfill to begin as early as October 1, 2021. Contractor shall coordinate with DCE, the dredging contractor and DOT-OMR and adjust their workplan as necessary to accommodate dredging/beachfill operations.
3. The Contractor shall be required to protect the existing bridge on Bayview Rd. throughout the course of construction. In

order to ensure this, the Contractor shall be required to either 1) have a structural engineer licensed in the State of New Jersey evaluate and certify the structural integrity and load rating of the bridge and abutments, or 2) temporarily reinforce/bolster the bridge and abutments. Regardless of protection method, the Contractor shall be required to take pre and post construction photographs both above and below the bridge and abutments. Any damage identified as a result of the Contractor's operations prior to substantial completion of debris removal shall be repaired at no additional cost to the State. Should the Contractor decide to temporarily reinforce/bolster the bridge, these reinforcements are to be left in place until project site is demobilized.

4. Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:
  1. No work in-water March 1 – June 30 to allow for migration of anadromous fish.
  2. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection
  3. In-water work shall be avoided from April 15 – September 15 to avoid *affecting* the sandbar shark pupping period.
  4. To protect horseshoe crabs, debris removal shall be avoided from April 15 – June 30.
  5. To protect terrapin turtle nesting habitat, debris removal and all other beach activities shall be avoided from May 15 – August 31. (In addition to the timing restrictions outlined in the attached permits).

See NJDEP Permit DLUR 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review located herein.

5. The Division of Coastal Engineering (DCE or Division) permits the Contractor a maximum of fourteen (14) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety upon receipt of the Intent to Award Letter. Failure to do so could result in the Contractor's disqualification of their bid.

6. The contractor shall be fully mobilized and begin work within Five (5) days after receiving the Notice to Proceed Letter from the Division of Coastal Engineering.
7. All Contractor questions must be submitted by 4:00 PM on Monday, August 9<sup>th</sup>, 2021 via email to the Project Engineer at [Andrew.mctague@dep.nj.gov](mailto:Andrew.mctague@dep.nj.gov). DCE will answer all questions by 4:00 PM on Wednesday, August 11<sup>th</sup>, 2021. Only questions submitted by an authorized representative of the Pre-Qualified Contractor to DCE via email will be addressed.
8. It is highly recommended and encouraged that all prospective bidders visit the site(s) to satisfy themselves of the site(s), proposed work, and existing conditions prior to submitting their bid. Should the contractor decide not to visit the site(s), this will not relieve them of performing the job for the total price bid.
9. To achieve eligibility for award of contract, the NJDEP Division of Coastal Engineering requires that the apparent low bidder register with NJ Start prior to contract execution. All bidders can register with NJ Start at <https://www.njstart.gov/bsa/>. For any questions regarding how to register or the registration process, please contact the Project Manager.
10. All Bidders MUST designate an Authorized Representative upon receipt of the Project Bid Package. All official correspondence must be submitted through that representative during the solicitation process. Please refer to the Project Advertisement for more information.
11. Any information given for bidding purposes, prior to construction, are for general information only, and are not warranted to show actual conditions, nor intended to substitute for personal investigation.
12. Where referenced, the term "Manager" shall be deemed to include the Manager or Director of the NJDEP Division of Coastal Engineering or his/her Authorized Representative. Where referenced, the terms "Engineer or Project Manager" shall mean the Project Engineer or Project Manager of the Division as designated by the Manager. Where referenced, the terms "Division or DCE" shall mean the Division of Coastal Engineering and its authorized representatives.

- 13. Prior to any site disturbance, the Contractor shall field verify the existing topography and advise the Engineer in writing of any discrepancies. Should discrepancies arise, the Engineer reserves the right to provide a change of plan within seven (7) working days of said notification. The Contractor shall make no claims if a change of plan is necessary.**
- 14. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.**
- 15. Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property the Contractor shall recover and remove the item(s) at their expense and notify the Division.**
- 16. The Contractor shall coordinate with DCE Project Manager to ensure that all necessary Federal, State, and Local Permits have been acquired prior to commencement of construction.**
  - a. DCE has secured the appropriate NJDEP and USACE permits for this project (See attached permits). All other required permits, if applicable, shall be the responsibility of the Contractor to obtain.**
  - b. All debris shall be disposed of in accordance with all State and Federal regulations. Debris shall be sent to a waste facility approved by the DCE Project Manager.**
- 17. The Contractor shall maintain access to the shoreline throughout the duration of the project for Division of Coastal Engineering (DCE) Staff.**
- 18. A complete Bid Checklist has been provided in Appendix A. Bidders are to utilize this checklist to ensure that all deliverables required at the time of bid are submitted.**
- 19. Contractor shall abide by the staging areas as shown on the plans unless the Contractor seeks additional staging or access areas at their own expense.**

- 20. The NJDEP reserves the right to take as long as 60 days after bids have been received to fully execute a contract. Failure to submit all necessary paperwork to the Division of Coastal Engineering in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until a final determination has been made. The clock shall continue from the elapsed time prior to the formal protest moving forward.**
- 21. Contractor shall take full responsibility of the work zone and staging areas until the project is closed out. The Contractor will assume responsibility to prepare the work site for any potential storms and cooperate with both the State and Local officials during such events.**
- 22. Any sand excavated for construction purposes must be stockpiled for reuse as backfill material. Any sand loss will be the sole responsibility of the Contractor to replace.**

**The work under this project is to be bid upon and executed under the two (2) work items, more particularly described as follows:**

**ITEM NO. 1 – GENERAL WORK:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required to mobilize/de-mobilize all necessary plant and equipment to perform the work items and all other items not specified for the completion of the project as a whole, as described herein.

See Subsection 11:01 for further details and specifications.

**ITEM NO. 2 – DEBRIS REMOVAL:**

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to remove and legally dispose of all miscellaneous non-natural debris scattered along the 1,300 feet of project shoreline, as depicted on the Project Plans. Materials to be removed include but are not limited to concrete, rock, brick, asphalt, timber, tires, metal, plastics, carpeting and crushed concrete.

See Subsection 11:02 for further details and specifications.

**1:00 (6) PROJECT DESCRIPTION:****1:03 CONTRACT TIME:**

The allowed contract time is **30** calendar days from completion of the pre-construction meeting after the issuance of the Notice to Proceed, or September 1, 2021; whichever is later. In the event of severe weather, which would not allow for work during these days, the Contractor will be credited by the Project Manager against total elapsed work time. See Section 8:01 for further details. Contractor must contact DCE Project Manager prior to mobilization.

**NOTES:**

- 1. THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK FIVE (5) DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE DIVISION OF COASTAL ENGINEERING.**
- 2. NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT.**

**1:04 DETERMINATION OF LOWEST BID AND CONTRACT AWARD:**

Bids will be compared and awarded on the basis of the **total amount of bid** for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.

If the total amount of the lowest acceptable base bid exceeds the available project funds, the Department reserves the right to reduce the quantity of work so that a total dollar amount produced is within the available funds, and to award a contract on such a reduced basis.

The Department reserves the right either to award a contract for all work as bid upon, or to reject all bids, as may be deemed in the best interest of the State of New Jersey as pursuant to law.

In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the unit price shall govern. In the event of an omitted unit price or extended total for any one line item, the inferred price (either unit price or extended total) shall govern. In the event that a line item is not filled out, the bid shall be deemed nonresponsive and subsequently removed from consideration.

**1:05 PROJECT SIGN:**

The Contractor shall furnish and erect one project sign, and shall

**1:00 (7) PROJECT DESCRIPTION:**

maintain the sign throughout the contract operations. The sign shall be placed at a specific location designation in the field by the Project Manager. The cost of the sign and of its erection, maintenance and removal shall be included in the lump sum price bid for Item No. 1 - General Work. The text of the sign shall be as follows:

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. SHORE PROTECTION PROJECT NUMBER 4303-21
  
4. THE MONEY ISLAND DEBRIS REMOVAL PROJECT
5. IS DESIGNED TO ENHANCE THE ENVIRONMENT OF
6. NEW JERSEY'S SHORELINE AND TO FURTHER
7. IMPROVE OUR RECREATIONAL FACILITIES
  
8. PHILIP D. MURPHY, Governor
9. SHEILA Y. OLIVER, Lt. Governor
10. SHAWN M. LATOURETTE, Commissioner

NOTE: Lines 1 to 3 to be 4 inches high  
Lines 4 to 7 to be block letters 2 1/2 inches high  
Lines 8 to 16 to be 2 inches high

The upper portion of the sign, Lines 1 to 3, shall be gold letters on a blue field. The lower portion, Lines 4 to 10 shall be blue lettering on a gold field. All lettering shall be upper case standard block form. To this, the DEP logo and State Seal shall be affixed to the bottom corners as one-foot by one-foot squares. Digital files of these logos will be provided by the State after the Contract is awarded. The Contractor shall submit the sign design to the Division prior to its construction and erection.

**1:06 PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth in NJDEP Permit, DLUR File No. 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

**1:07 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS:**

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting

such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<https://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>.

The contract resulting from this invitation to bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the invitation to bid, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's failure to designate such information as confidential in submitting a bid shall result in a waiver of such claim.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

**1:08 FEDERAL FUNDING PROVISIONS:**

The Contractor must comply with all the terms and conditions outlined in the Federal Funding Provisions included in Appendix F.

**1:09 CONTRACTING WITH MINORITY BUSINESS ENTERPRISE (MBE) AND WOMAN BUSINESS ENTERPRISE (WBE) FIRMS:**

It is the Federal Government's policy to award a fair share of contracts to Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs). For definitions of MBEs and WBEs please refer to Appendix F. The instructions regarding the reporting of MBEs/WBEs under grants and cooperative agreements awarded by the Department of the Interior (DOI) bureaus and offices can be found in 2 CFR 200.321. Affirmative steps must be taken to assure that MBEs/WBEs are utilized



when possible as sources of supplies, equipment, construction, and services. The affirmative steps shall include the following:

1. Including qualified MBEs/WBEs on solicitation lists;
2. Assuring that MBEs/WBEs are solicited once they are identified;
3. Smaller tasks or quantities so as to permit maximum MBE/WBE participation;
4. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U. S. Small Business Administration to identify MBEs/WBEs, as required;
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed above.

**1:10 PROJECT PLANS**

The Project Plans for the base bid consist of 4 pages, dated February 17, 2021 and titled as 2021 Blue Acres Restoration Debris Removal Project and are attached. In addition to the conformance to the Project Plans, the Contractor shall adhere to all approved requirements shown/identified on the various permit plans submitted with the federal, state and local permits. Copies shall be provided to the awarded Contractor electronically, and a copy of each shall be maintained in the field office to the Contract lifespan. Deviations to the Project Plans must be updated, approved and signed/sealed by the Engineer, and shall be provided to the Contractor for replacement as deemed necessary during construction.

**--End of Project Description--**

**4303-21**  
**Standard Specifications (1)**

**2:00      PROJECT PLANS AND SPECIFICATIONS:**

**2:01      SPECIFICATIONS:**

See Section 3:01 for Contract definitions.

**2:02      PROJECT PLANS:**

See Section 3:01 for Contract definitions.

**2:03      GENERAL STATEMENT:**

All labor, material and appliances to be furnished and all work to be done by the Contractor shall strictly conform to the Specifications and Project Plans. The Specifications and Project Plans are intended to be consistent with each other, but should there be any inconsistency in either, the Specifications or Project Plans shall take precedence as decided by the Project Manager.

The work herein involved is to be complete in every way notwithstanding that every detail is not particularly mentioned. Any discrepancy shall be called to the attention of the Director, in writing, in which the Director will provide a decision in writing.

Any desired change or modification of the Project work herein specified must be evidenced by a written Change Order by the Director. Where a change or modification involves work, materials, products, or structures not specified herein, it must be evidenced by a Change Order describing and specifying the additional work and fixing the amount of compensation. Such Change Orders shall extend and be part of the original Contract and surety bond.

All orders issued by the Director and all Change Orders shall be delivered to the Contractor or their representative before the work thereunder is begun with the exception of a written correspondence, from the Director or authorized representative, allowing authorization for work to begin prior to a formal Change Order.

If in the opinion of the Contractor, the construction operations as shown on the Project Plans or staked on the ground will damage or undermine existing structures or properties adjacent to the site of the work, the Contractor shall request an examination and determination by the Director before proceeding with the work.

Such examination and determination by the Director shall not relieve the Contractor in any way

**4303-21**  
**Standard Specifications (2)**

from their proper responsibility for damages caused to structures or properties adjacent to the site of the work by their operations.

The Contractor shall be responsible for notifying NJDEP within a sufficient timeframe to address any concerns pertaining to the project to help alleviate the need to claim any delay charges.

**2:04      TIDES AND DATUM:**

The datum plane of reference is indicated on the Project Plans. It has been established at the site of the work and will not be changed during the progress of the work. The range of tide is shown on the Project Plans.

**3:00      BIDDING AND CONTRACT AWARD:**

**3:01      DEFINITIONS:**

- 1. Assistant Commissioner** – is defined as the Assistant Commissioner of the Climate and Flood Resilience Program within the New Jersey Department of Environmental Protection.
- 2. Bid** – Refers to the solicitation for the Project or the package assembled by the Contractor that contains the pricing and required documentation to be submitted.
- 3. Beach** – As defined in N.J.A.C. 7:7-9.22.
- 4. Bidder** – An entity, such as a Contractor, offering a Proposal in response to the Division's Bid Solicitation.
- 5. Bid Option** – Refers to the line items within the bid identified as Options.
- 6. Bid Proposal Form** – refers to the form attached herein as part of the Request for Proposal (RFP) to be completed and submitted by the Bidder which identifies the breakdown of work and quantities in which the Bidder shall be paid by.
- 7. Bid Solicitation** – The Division's Request for Proposal (RFP) which is made public through advertising, mailings, or some other method of communication.
- 8. Change Order** – Additional work to the original scope of work for the Project evidenced by a written order by the Director, which specifies the change or modification of work, materials, products, or structures not specified within the original scope of work, and describing and specifying the additional work and fixing the amount of compensation. Refer to section 2:03 for additional information.
- 9. Climate and Flood Resilience** – is defined as the Climate and Flood Resilience Program within the Department.
- 10. Commissioner** – is defined as the Commissioner of the New Jersey

**4303-21**  
**Standard Specifications (3)**

Department of Environmental Protection.

- 11. Completion of Construction** - is defined as the condition at which all of the following have occurred:
  - a)** The work, which includes all requirements for the construction/installation of items and sub-items has been satisfactorily completed in all respects according to the Contract.
  - b)** The Project is ready for use by the Department as required by the Contract and has been accepted by the Division.
  - c)** The Contractor has satisfactorily executed and delivered to the Engineer all documents, certificates, permit clauses and proofs of compliance required by the Contract and fully demobilized from the Project.
  - d)** Punchlist requirements have been successfully addressed and accepted by the Division.
- 12. Contract** – is defined as the formal and legally binding agreement between the Department and the Contractor, which includes all items identified in the Contract Documents.
- 13. Contract Documents** – are defined as the Specifications, Project Plans, permits, permit plans, and all other items contained within the RFP documents, and as amended, in which the Contractor signs into legal contract with the Department.
- 14. Contractor** – The Bidder or first party awarded a Contract resulting from this Bid Solicitation. The Contractor is further defined in Section 6:01 in context with specific obligations of the Contractor. The Contractor is solely responsible for performing the work as defined in the Contract Documents, for the completion of the Project work as a whole, and is therefore responsible for all work done by the Sub-Contractor(s) they so hire to satisfactorily complete the work as defined in the Contract Documents for this Project.
- 15. Department** – is defined as the New Jersey Department of Environmental Protection (NJDEP) and all of entities within the organizational structure that may or may not be directly involved with the Project.
- 16. Director** – Director, Division of Coastal Engineering, Climate & Flood Resilience, Department of Environmental Protection, who is the Contract Manager for projects administered by the Division.
- 17. Division of Coastal Engineering (DCE) or Division** – is defined as the Division of Coastal Engineering within the Climate and Flood Resilience Program that is duly authorized by the State of New Jersey and NJDEP to award this Contract and administer its requirements pursuant to the Contract's terms and conditions for Completion of Construction for the Project.
- 18. Inlet** - As defined in N.J.A.C. 7: 7-9.9(a).
- 19. Inspector(s)** – is defined as the Director's appointed representative on the Project whose duty it shall be to exercise supervision of operations and to enforce compliance with the Contract and Contract Documents. See Section 5:02 for further responsibilities. The Inspector's duties are performed in

**4303-21**  
**Standard Specifications (4)**

coordination with the Director's appointed Project Manager.

- 20. Intent to Award** – Notification provided by the Division to the lowest qualified Bidder that they have been selected for the construction of the Project. The Notice to Proceed shall be provided following execution of the Contract and pre-construction public meeting.
- 21. Joint Venture** – The arrangement in which two or more parties agree as one entity characterized by a shared ownership or partnership.
- 22. Limit of Disturbance** – is defined as the Project limits/Contractor work limits and the limit to which work is being done, shown as the LOD or Contractor Work Limit (CWL) line on the Project Plans. The Contractor **SHALL NOT DISTURB, ENTER OR PERFORM WORK IN ANY AREA OUTSIDE OF THE LOD/CWL LINE.** The Contractor shall obtain approval from the Project Manager if he or she wishes to enter or work in any area outside of the LOD/CWL line. If the Contractor disturbs, enters or performs work in areas outside of the Limit of Disturbance, after obtaining approval from the Project Manager, it is the responsibility of the Contractor to restore those areas to their previous conditions.
- 23. Manager** - Manager, Division of Coastal Engineering, Climate & Flood Resilience, Department of Environmental Protection, who is the Project Manager for projects administered by the Division.
- 24. Notice of Completion** – is defined as the written notice required by the Contract and issued by the Contractor to notify the Division and other concerned parties that Completion of Construction for the Project has occurred and items as defined by Completion of Construction have been met.
- 25. Notice to Proceed** – is defined as the date the Department provides the Contractor the instructions, in writing, to commence with work operations at the Project site pursuant to the Specifications and Contract.
- 26. Project** - is defined as titled and detailed in these Contract Documents and shown within the Limit of Disturbance on the Project Plans.
- 27. Jetty** – A rigid structure used to maintain the opening to a navigational channel such as an inlet.
- 28. Project Manager or Project Engineer** – The individual employed by the Division that is tasked with the management and oversight of the project.
- 29. Project Plans** – Are issued to accompany and be a part of the Specifications. The plans are identified by date and number of sheets in Section 1:00 of these specifications.
- 30. Proposal** – Bidder's timely response, or bid, to the Bid Solicitation including, but not limited to, Cost Proposal/Quote, Contractor Experience, Stone Setter Experience, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

**Standard Specifications (5)**

- 31. Punchlist** – All outstanding items to be completed by the Contractor defined by the Department at the time of Substantial Completion of Work. These items must be completed prior to final contract closeout and release of retainage.
- 32. Revetment** - As defined in N.J.A.C. 7:7-1.5.
- 33. Specifications** – is defined as these legal documents herein, detailing the requirements, measurement and payment of each item and sub-item making up the project, and includes: the Project advertisement; terms and conditions of bidding and Contract award; Specifications (both general and technical) and all appendices/attachments; and the Project proposal form. The Specifications will be annexed to and become part of the Contract.
- 34. State** – The State of New Jersey.
- 35. Sub-Contractor** – is defined as the specialty personnel from other firms hired by the Contractor to perform the work required as defined in the Contract Documents but is not recognized as a party of the Contract.
- 36. Substantial Completion of Work** – The completion of all features of work that is substantiated or approved by the Department. Declaration of Substantial Completion is made upon the completion and acceptance of a preliminary walkthrough and development of Punchlist items. See Section 8:05 for more details.
- 37. Tidal Waters** - As defined in N.J.A.C. 7:9B-1.4.

**3:02**

**PROPOSAL AND ESTIMATED QUANTITIES:**

Bids are solicited and shall be submitted on the proposal form attached to these specifications. A unit price or lump sum as specified shall be bid for each item of work complete in place. In the event that there is a discrepancy between the unit price and extended total, the unit price shall govern. In the event of an omitted unit price or omitted extended total for any one line item, the inferred price (either unit price or extended total) shall govern.

For the purpose of competitive bidding, approximate quantities have been calculated from the Project Plans as shown, and are given in the attached proposal form for bidding. It must be distinctly understood that these quantities are approximate only, are the best obtainable at the present time, and will be used by all Bidders submitting proposals.

**3:03**

**QUALIFICATIONS OF BIDDERS:**

The receipt and opening of bids is subject to the proper qualifications of each Bidder in accordance with N.J.S.A. 52:35 et seq., together with all amendments thereto.

**4303-21**  
**Standard Specifications (6)**

The Contractor's qualifications affidavit, which is part of the proposal form, shall be executed under oath by each Bidder.

In determining the qualifications of a Bidder, the Division will consider their record in the performance of any contracts for similar work into which they may have entered with the State of New Jersey, or with any federal department or agency or with other public bodies. The Division expressly reserves the right to reject the bids of such Bidder if such record discloses that such Bidder, in its opinion, has not properly performed such contract or has habitually, and without just cause, neglected the payment of bills, or has otherwise disregarded their obligation to Sub-Contractors, employees, or who has failed to satisfactorily complete a previous contract.

**3:04      JOINT VENTURE:**

Any Bidder interested in entering a Joint Venture shall complete and provide a Statement of Joint Venture to be included with their bid proposal. The statement of Joint Venture template has been attached herein.

**3:05      SUBMITTING BIDS:**

Bids received after the time named in the Project Advertisement, or if and when applicable after any revised date or time as stated in any addendum, or in unsealed envelopes will not be considered. Bids and guarantees must be submitted sealed in the bid envelopes furnished with the Bid Proposal Forms.

Bids received in envelopes other than the required bid envelopes may be considered informal by the Department. The bid envelope should be marked in the places designated thereon with the name and address of the Bidder, the number of the Project for which the bid is made, and the date and hour of the opening bids.

All bids must be upon the Bid Proposal Form attached thereto. Bidders are cautioned not to attach any conditions, limitations, or provisos to the proposals as such conditions, limitations or provisos will render their bid informal and may cause its rejection. The State reserves the right to waive any minor informality or to reject any or all bids pursuant to applicable law.

**The process for receiving and evaluating bids, in compliance with COVID-19 restrictions (refer to section 3:10) will commence as follows:**

**4303-21**  
**Standard Specifications (7)**

- 1. Contractors must deliver sealed bids to the Division on or prior to the prescribed bid opening date and time.**
- 2. At the prescribed time and date, sealed bids will be opened and prices announced.**
- 3. Responsive bids will be reviewed to ensure documentation required at opening of bid was included.**
- 4. A Department representative will confer with the Project Management Team regarding any base bid and options item costs.**
- 5. The lowest responsive bid will be awarded the contract based on the award of bid as described in the Bid Proposal. The final determination will be announced within thirty (30) business days from the receipt of bids.**

No proposal will be considered unless accompanied by a bid bond or certified check made payable to the order of the "DEPARTMENT OF ENVIRONMENTAL PROTECTION" for at least ten (10%) percent of the amount bid, a certified statement from a bonding company acceptable to the State of New Jersey; stating that it will furnish required Performance and Payment bonds for the Contractor upon the award of the work and the required qualification affidavit which is issued as part of the proposal. Failure to provide a sufficient bid bond, certified statement, and/or qualification affidavit shall be cause for rejection of the proposal.

The Contractor will be required to execute and deliver a performance surety bond to the Division as part of the Contract, within ten (10) days of the notification of the Intent to Award.

The Performance and Payment bond shall be in an amount equal to one hundred (100%) percent of the Contract amount, with such sureties as shall be approved by the State of New Jersey, to secure the faithful performance of the Contract; to indemnify and save harmless the said State of New Jersey from all proceedings, suits or actions of any name or description; to assure the payment of all persons performing labor and/or furnishing material in connection with the project.

All bonds required shall be paid for under "General Work". Any change in the Project Plans, Specifications, or quantities without the consent of the bondsmen, shall in no way violate said bond. The bond shall be given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of Contractors on public works (see N.J.S.A. 2A:44).

In the event that the representative(s) signing the proposal and required documents is/are acting as an agent(s) for a corporation, it is



**4303-21**  
**Standard Specifications (8)**

necessary that a certified corporate resolution, corporate acknowledgement, corporate bylaws, or similar documentation be submitted as evidence of the representative's(s') authority to act on behalf of the corporation. In the event the corporation does not already have documentation demonstrating the representative's authority to act on its behalf, an acceptable corporate resolution template is attached herein.

**3:06      BID MODIFICATIONS:**

A Bidder may modify its bid proposal by electronic mail or letter at any time prior to the scheduled closing time for receipts of bids, provided such communication is received by the DCE prior to such closing time. A mailed confirmation of any modification signed by the Bidder must be mailed and time-stamped by the US Postal Service prior to the specified closing time. Such confirmation, whether transmitted electronically or by mail, shall be accompanied by a newly executed Bid Proposal Form. Communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted, or modified so that the final prices or terms will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received within two (2) working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

Bids may be withdrawn upon receipts of a Bidder's written request prior to the time fixed for the bid opening. A Bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director. The written request shall be signed by an authorized corporate officer. A determination of whether the Bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five (5) working days of receipt of all pertinent information relating to such request for relief.

**3:07      CONTRACT AWARD:**

The Division reserves the right to award a Contract under this Project within the funds available for the Project on the basis of the lowest accepted bid received as determined by the provisions in Section 1:00 herein, or to reject any or all bids as it may deem best in the interests of the State of New Jersey.

The apparent qualified low Bidder must furnish Performance and Payment bonds, as detailed in Section 3:05, in order to receive the award. The terms and conditions of bidding and Contract award as set forth in these Specifications and in Section 1:00 of these

**4303-21**  
**Standard Specifications (9)**

Specifications shall become a part of the Contract agreement as though recited and contained therein.

The NJDEP reserves the right to take as long as 60 days after bids have been received, and the Intent to Award has been issued, to fully execute the Contract. Failure to submit all necessary paperwork to the Division in a timely fashion will delay the execution of the Contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until such time as the protest is officially dismissed. The clock shall continue from the elapsed time prior to the formal protest moving forward.

**3:08      RESERVED:**

**3:09      ADDENDA AND CLARIFICATIONS:**

The Division reserves the right at any time prior to the announced time for receipt of bids to amend the Specifications, Project Plans and Bid Proposal Form in the interest of the State of New Jersey. Addendums that may result in material changes to bid prices shall be given five (5) additional calendar days for the bid of the Project. Clarifications of such items will result in the issuance of a 'Clarification Statement' with no additional time being allotted.

If and when an addendum or clarification is issued, bid packages must include a signed copy of the "Acknowledgement of Receipt of Changes to Bid Document Form" that will accompany an addendum or clarification package if and when an addendum or clarification is issued. Failure to include the signed form in a bid package may cause said package to be deemed incomplete.

**3:10      SOCIAL DISTANCING:**

**ALL CONSTRUCTION OPERATIONS SHALL BE PLANNED, EXECUTED AND IN COMPLIANCE WITH EXECUTIVE ORDERS 122, 142, 192 AND 196. THE CONTRACTOR AND SUB-CONTRACTORS MUST COMPLY WITH THE EXECUTIVE ORDERS UNTIL THEY ARE RESCINDED, REPLACED, OR CONSTRUCTION IS COMPLETE. FURTHERMORE, THE CONTRACTOR AND SUBCONTRACTORS MUST COMPLY WITH ANY SUBSEQUENT EXECUTIVE ORDERS ISSUED BY THE GOVERNOR UNTIL SAME IS RESCINDED, REPLACED, OR CONSTRUCTION IS COMPLETE. ANY**

**ADDITIONAL RESTRICTIONS SHALL BE ADDRESSED BY THE CONTRACTOR IMMEDIATELY IN THEIR DAILY OPERATIONS AT NO ADDITIONAL COST TO THE DEPARTMENT.**

All bid openings are required to be public. Therefore, the Bid Opening will be conducted by the Project Management team in-person with a virtual option utilizing Microsoft Teams.

Potential Bidders may submit bids via certified mail or overnight delivery, or by hand delivery. Potential Bidders should coordinate with the Project Manager for instructions to properly submit and hand deliver a responsive bid in a contactless manner while limiting exposure to others. An office representative will be present at the office entrance one hour prior to the designated bid opening time the day of the bid opening to receive bid submissions. The representative will provide a box to deliver the bid package and cross reference that the Contractor submitting the bid is pre-qualified as outlined herein.

To ensure adequate social distancing practices amongst all participants during the bid opening, in-person attendance will be restricted to those who arrive first up to the determined social distance room capacity. All potential Bidders who would like to attend the in-person component of the bid opening will be required to adhere to the following:

- One representative per Bidder may attend.
- Keep a minimum distance of 6 feet between other people.
- Wear a mask at all times.

Other representatives of the potential Bidder, or if a representative does not want to attend the Bid Opening in person, may choose to view the Bid Opening by accessing the Microsoft Teams link posted on the NJDEP Division of Coastal Engineering's website at: <https://www.nj.gov/dep/shoreprotection/index.html>

**Standard Specifications (11)**

**4:00      BID EVALUATION:**

**4:01      RIGHT TO WAIVE:**

The Director reserves the right to waive minor irregularities or omissions in a bid. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

**4:02      DIRECTOR'S RIGHT TO FINAL BID ACCEPTANCE:**

The Director reserves the right to reject any or all bids, or to award whole or in part if deemed to be in the best interest of the State to do so.

**4:03      RESERVED**

**4:04      RESERVED**

**4:05      CLARIFICATION OF BID:**

After the submission of bids, unless requested by the State as noted below, Bidder contact with the State is not permitted.

During the Department's review, one, some, or all of the Bidders may be asked, by the designated representative, to clarify certain aspects of its bid via email.

Clarifying information requested by the Division is for the purpose of resolving minor ambiguities, irregularities, informalities, clerical errors, or to clarify the detail in the descriptive elements within the bid package only. Clarifying information cannot remedy any deficiencies or material omissions in the bid, including lack of project experience or missing forms.

**4:06      EVALUATION CRITERIA:**

All bids will be received and initially reviewed by a designated representative from the Division to determine whether the bid is responsive. In order for the bid to be deemed responsive, the bid must include all required completed forms, bonds, a completed cost proposal, and other required documents.

Bidders that are deemed non-responsive will be notified. Responsive bids will be determined as follows:

## **4303-21**

### **Standard Specifications (12)**

Prequalification Documentation: The documentation required as part of the "Contractor's Financial and Equipment Statement," submitted to the Division by the Contractor prior to receiving Project Plans and Specifications.

- a. Bid Package Documentation: All necessary forms, bonds, and other documents required in the Specifications for the bid to be deemed responsive.
- b. Bid Proposal: See Section 4:06.1 below.

#### **4:06.1      BIDDER'S COST PROPOSAL:**

The Bidder submitted cost proposal will be considered by the Division in the evaluation process. The pricing evaluation methodology will be date-stamped and entered into the record system. If any changes or revisions are to be made to the evaluation process, it will occur during the solicitation phase and will be recorded in an Addendum. No changes are to be made upon receipt of bids on the bid opening date.

#### **4:06.2      BID DISCREPANCIES:**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures. In the event of an omitted unit price or extended total for any one-line item, the inferred price (either unit or extended total) shall govern.

#### **4:06.3      RESERVED:**

**4303-21**  
**Standard Specifications (13)**

**5:00      THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:**

**5:01      DEFINITION:**

See Section 3:01, Department, for Contract definitions.

**5:02      SUPERVISION AND INSPECTION:**

The work will be conducted under the general direction of the Director. They will be represented on the work site by as many assistants as may be necessary. The Contractor shall give twenty-four (24) hours' notice when they need the services of the Director. The Director will appoint a designated Project Manager, along with Project Engineers and/or Inspectors whose duty it shall be to exercise supervision of operations for the Division and to enforce compliance with the evident intent and meaning of the Contract and these Specifications. The Director's appointed representatives shall work in coordination to ensure the proper inspection and execution of the Project work, as detailed herein.

The presence of the Director's appointed representatives shall not relieve the Contractor of their responsibility for proper execution of the work. If the Contractor considers any work required of themselves to be outside the requirements of the Contract, or considers any record or ruling of the Director's appointed representative unfair, the Contractor shall ask for written instructions or decision immediately and file a written protest with the Director against the same within five (5) days of the request, or be considered as having accepted the record or ruling of the Director's appointed representative.

The Contractor, if dissatisfied with a ruling of the Director, may request a hearing before the Assistant Commissioner of Climate and Flood Resilience and at the hearing may present evidence to justify a different ruling. The decision of the Assistant Commissioner shall be final. Request for such a hearing shall be made in writing to the Assistant Commissioner not more than two (2) days after the date of the ruling by the Director. No extensions of time will be allowed to the Contractor during the processing of such a request.

The order in which the work will be executed will be indicated from time to time by the Project Manager and/or Director. The locations and limits of the work, as established on the Project Plans, shall be plainly indicated in advance by stakes and ranges installed by the Contractor.

**4303-21**  
**Standard Specifications (14)**

**5:03      CONSTRUCTION FIELD OFFICE:**

The Contractor shall furnish and maintain a suitable field office at the site of the work for the use by the Division representatives on the Project. The Contractor may provide an additional trailer for themselves at no additional cost to the Department. The office must be complete in all respects, fully furnished as specified herein, and deemed habitable and ready for occupancy by the Project Manager and Inspector at least one day prior to the beginning of Project operations. The office shall be located as directed by the Project Manager, and insofar as possible shall be placed to allow all truck deliveries of materials to the Project to pass in front of the office for official inspection and signatures. The Project Manager may direct that the office be relocated during the course of the project work if conditions require, at no additional cost to the Department.

The office construction, location and facilities must be satisfactory to the Project Manager, with the facilities to include a toilet and two sinks with faucets (one vanity and one utility types), with associated wastewater collection and disposal. In addition, the trailer shall have all other furnishings hereinafter specified and detailed in Section 11:00. The office shall be waterproof and be equipped with close fitting door and windows that can be locked. The windows shall open and have an insect screen and venetian blinds. Furnish two sets of keys for each exterior door. Provide fully insulated skirting on all sides of the field office trailer. Provide steps, platforms, handrails, and boot scrapers for each exterior door. The Contractor shall provide one wall-mounted first aid kit and two smoke detectors with batteries. The Contractor shall provide light, air conditioning and heat the office to maintain a 68-72 degrees Fahrenheit temperature range when weather conditions require it. The Contractor shall maintain continuous electrical service to the field office during the duration of construction.

The Contractor shall provide a teleconferencing device, including a land line telephone and speaker system. with conferencing capabilities. The Contractor shall provide a multi-function photocopier, printer, and scanner with 50-sheet auto feeder minimum, capable of copying and printing letter size, legal size and 11x17 inch documents. The Contractor to provide paper and ink cartridges, as required, for the duration of the Project.

The Contractor shall provide a high-speed DSL data line or T1 cable line with internet access and wireless router for the duration of the Project and pay all costs for installation, maintenance and removal of telephone and internet service. (A mobile broadband device may be substituted for a hard line internet connection if approved by the Project Manager).

The Contractor shall provide the following supplies for the duration of the Project: copy paper, toner, toilet paper, paper towels, soap, hand sanitizer,

**4303-21**  
**Standard Specifications (15)**

light bulbs and other consumables required by the Director's appointed representative.

The office and all its facilities shall be maintained in good condition throughout the entire time the Project is in operation. The Contractor shall provide bottled water service and sanitary service (regular pumping of waste holding tank if applicable). The cost of furnishing and maintaining such office and facilities shall be included in the "General Work" line item cost.

The Contractor shall provide sufficient parking area adjacent to Construction Field Office for exclusive use by the Division. The Contractor shall clear snow and ice from all drives, walks and stairs to maintain safe vehicle and pedestrian access to the site and facilities.

The office shall be equipped with the equipment, tools and accessories as detailed in the technical specifications. The office and all its facilities shall be maintained in good condition throughout the entire time the Project is in operation. The cost of furnishing, maintaining, and cleaning such office and facilities shall be included in the unit price of Lump Sum bid for the project work and payment therefore shall be considered as included in the partial and final payment for contract work.

**5:04      OTHER FACILITIES TO BE FURNISHED:**

The Contractor will be required to furnish on request, such specialty equipment, vessels, plant, laboratories, labor, and material as necessary for supervision, surveying or control work. The Contractor will be required to furnish lumber and other material for the stakes, ranges, benchmarks and tide gauges.



**4303-21**  
**Standard Specifications (16)**

**6:00      THE CONTRACTOR:**

**6:01      DEFINITION:**

See Section 3:01, Contractor, for specific definitions.

The Contractor shall not award to, or allow any work to be done by, a Sub-Contractor for this Project without the written approval of the Director.

The Contractor shall formally request of the Director, in writing, approval of the Sub-Contractor and approval of their use on the Project. The judgment of their suitability for approval shall be made from a written statement to accompany the request. The statement shall contain the following: The Contractor's reason for employing a Sub-Contractor, the Sub-Contractor's history in detail, a performance of similar work, equipment, supervisory personnel, financial status and other information showing their ability to perform the proposed work in compliance with the Project Plans and Specifications to the satisfaction of the Director.

The Contractor must at all times either be personally present upon the work or be represented thereon by a responsible agent (i.e. superintendent) who shall be clothed with full authority to act for the Contractor to all cases and to carry out any instructions relative to the work which may be given by the Director either personally or through authorized representatives.

The Contractor shall employ competent individuals to do the work. Whenever the Engineer or Director or their appointed representatives shall notify the Contractor or their representatives in charge, in writing, that any individual on the work is unfit for the place or is working contrary to the provisions of the Specifications or the instructions of the Engineer or the Director's appointed representative, they shall thereupon be removed from the Project.

The Contractor must acquaint themselves fully of the conditions relating to the construction of the Project, the employment of labor thereon, all Federal and State Laws and Municipal Ordinances and Regulations pertaining thereon.

The Contractor, by the submission of the Proposal and Bid for this Project, agrees, that they have personal knowledge of the Project site, of the Project, of the physical conditions, of the surface and sub-surface conditions, of the tides and datum, and of all hazards (known or anticipated). Furthermore, by the submission of the proposal and bid for

**4303-21**  
**Standard Specifications (17)**

this Project, the Contractor agrees that the lack of any such knowledge of the above will not affect the performance and ability of the Contractor from fulfilling the provisions of the Contract.

**6:02      OFFICIAL ADDRESS:**

The Contractor shall establish and maintain an official address in the State of New Jersey for service of all notices and papers in connection with the Contract.

**6:03      SAFETY:**

The Contractor shall keep proper lights each night between the hours of sunset and sunrise, upon all facilities connected with the work. Upon all ranges or other markers in connection with it when deemed necessary by the Project Manager, and upon all buoys which may be dangerous or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect. All excavations or other obstructions, which may endanger lives or property, shall be properly lighted and marked with railings or other guards.

Any loss or damage arising through the nature of the work to be done, from the action of the elements, or from any unforeseen or unusual obstruction or difficulty which may be encountered in the prosecution of said work during the Contract period shall be borne by the Contractor.

The Contractor shall be responsible for the safety of their employees, facilities, and materials and for any damage or injury done by or to them from any source or cause and shall comply with all laws of New Jersey relating to insuring of employees employed on the Project.

**6:04      (A) FEDERAL, STATE AND LOCAL LAWS:**

**Affirmative Action:**

The Contractor shall be responsible for the strict observance of their employees and Sub-Contractors with the laws of the United States affecting operations under the Contract.

The Contractor shall comply with the provisions of N.J.S.A. 10:2-1 to and inclusive of Section 10:2-4. The Contractor agrees that:

- a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason of race, creed, color, national origin,

**4303-21**  
**Standard Specifications (18)**

ancestry, marital status, gender, identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No Contractor, Sub-Contractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the Contractor by the Division, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

d. This Contract may be canceled or terminated by the Division and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the Division of any prior violation of this section of the Contract.

**Prevailing Wage:**

The Contractor shall adhere to the requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 211 entitled "NJ State Prevailing Wage Act & Regulations", issued by the State of New Jersey, Department of Labor and Workforce Development, is available at <https://www.nj.gov/labor/wageandhour/tools-resources/laws/prevailingwageact.shtml>. In addition, the "Prevailing Wage Determination", issued by the commissioner of the Department of Labor and Workforce Development, will be attached to the Contract for the Project.

The Contractor, and any Sub-Contractors will be required to pay all workman engaged in the performance of services directly upon the Project the prevailing rate of wages specified in said determination. This determination is conclusive for a period of two (2) years from date of issuance unless superseded within said two (2) years by a later determination.

**4303-21**  
**Standard Specifications (19)**

Employers not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each payday.

The Contractor and any Sub-Contractor, will be required to keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by them in connection with the project. Such record shall be preserved for two (2) years from date of payment.

The Contractor, and any Sub-Contractor, will be required to post the prevailing wage rate for each craft and classification involved, as determined by the commissioner of the Department of Labor and Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the Project site, and at such place or places as are used by them to pay workman their wages.

Pursuant to N.J.S.A. 34:11-56.27, in the event it is found that any worker, employed by the Contractor or any Sub-Contractor covered by said Contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Department may terminate the Contractor's or Sub-Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

**Sales Tax Exemption:**

Reference is made to Chapter 30, P.L. 1966 as amended. The materials, supplies or services required for execution and completion of the work under this Project are not subject to the provisions of the New Jersey Sales and Use Tax Act, Chapter 30, P.L. 1966 as amended.

Copies of Form ST-4, EXEMPT USE CERTIFICATE may be obtained from the State Division of Taxation, at [http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st4.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st4.pdf). The Sales and Use Tax sections, which apply, are Nos. 8 (w) and 9 (a) (1). The Project number, name of the Department and brief description of the Project should be shown on the certificate for proper identification and reference.

The Contractor shall comply with the laws of the United States and the State of New Jersey as to the inspection of hulls or boilers, etc. and the licensing of masters and engineers or other members of the crews of their vessels or facility. They shall conform to such sanitary requirements as may be prescribed by the State or municipal laws. The Contractor shall comply with any State code or United States code, which applies to any of the work to be done under the Contract.

**4303-21**  
**Standard Specifications (20)**

All applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the Project shall apply to this Project throughout and they shall be deemed to be included in the Contract the same as though herein written out in full.

**6:04      (B) AFFIRMATIVE ACTION PLAN:**

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

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

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

The Contractor or its Sub-Contractor, 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;

**4303-21**  
**Standard Specifications (21)**

The Contractor or Sub-Contractor 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 Sub-Contractor, 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 (42 U.S.C. 12101 et. seq.).

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

**A.** If the Contractor or Sub-Contractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Sub-Contractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the Contractor or Sub-Contractor as it fulfills its affirmative action obligations under this Contract and in accordance with the rules promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-31 et seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.). If the Contractor or Sub-Contractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Sub-Contractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with the chapter. If the Contractor's or Sub-Contractor'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

**4303-21**  
**Standard Specifications (22)**

specified in this chapter, the Contractor or Sub-Contractor 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 section B below; and the Contractor or Sub-Contractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Sub-Contractor 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 Sub-Contractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
6. To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Sub-Contractor:

**4303-21**  
**Standard Specifications (23)**

(i) The Contractor or Sub-Contractor 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 Sub-Contractor shall in good faith determine the qualifications of such individuals. The Contractor or Sub-Contractor 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 Sub-Contractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Sub-Contractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individuals shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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



**4303-21**  
**Standard Specifications (24)**

**C.** The Contractor or Sub-Contractor agrees that nothing contained in paragraph B above shall preclude the Contractor or Sub-Contractor 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 Sub-Contractor shall consider for employment persons referred pursuant to paragraph B above without regard to such agreement or arrangement; provided further, however, that the Contractor or Sub-Contractor 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 Sub-Contractor agrees that, in implementing the procedures of B above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction Contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the Contractor, in accordance with *N.J.A.C. 17:27-7*. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this Contract to the 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 Sub-Contractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1* et seq.

**4303-21**  
**Standard Specifications (25)**

**E.** In the event the Contractor or its Sub-Contractors are in noncompliance with these Specifications or of any rules, regulations or orders promulgated by the State Department of the Treasury pursuant to N.J.S.A. 10:5-36 or with the provisions of N.J.S.A. 10:2 or rules or regulations promulgated thereunder, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible by the State Department of the Treasury for further public works contracts. Such other sanctions as may be adopted by the State Department of the Treasury pursuant to N.J.S.A. 10:5-36 may be imposed for the aforementioned violations.

**F.** The Contractor will include all of the clauses one (1) through ten (10) above in every subcontract or purchase order unless exempted by N.J.S.A. 10:5-36 or rules, regulations or orders promulgated thereunder by the State treasury department, so that all of the aforementioned clauses will be binding upon each Sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State treasury department may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**G.** For the purpose of these Specifications, the following terms shall have the following meanings:

**A.** *"Affirmative Action"* means procedures, which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

**B.** *"Minority group members"* means persons who are Native American, African-American, Alaskan Native, Asian or Pacific Islander, Hispanic or women.

**6:05      STAKES AND BENCH MARKS:**

The Contractor will be required to preserve all stakes and benchmarks established on the work until duly authorized by the Project Manager to remove the same. All stakes and benchmarks disturbed or removed without the permission of the Project Manager shall be replaced at the expense of the Contractor.

**6:06      PROPERTY PROTECTION:**

The Contractor will be required to protect all concrete pavement, curb, sidewalk, utilities, and existing structures inside the Limit of Disturbance and not specifically marked for removal or demolition from any damage during

**4303-21**  
**Standard Specifications (26)**

the construction of the work. The Contractor will also be required to protect all concrete pavement, curb, sidewalk, utilities, and existing structures outside of the Limit of Disturbance from any damage during the construction of the work. If any such property is damaged by the Contractor and their agents/employees, or Sub-Contractors and their agents/employees, the Contractor will be required to replace the damaged property to the entire satisfaction of the Project Manager and Director at no additional costs to the Department.

**6:07      PATENTS:**

The Contractor and their Sub-Contractors shall hold and save harmless the State of New Jersey from liability of any nature or kind including expenses and costs for, or on account of, any patented process material or method, used in this project, or royalties arising from their use of any patented process material or method in any way involved in this project.

**6:08      (A) INDEMNIFICATION:**

The Contractor acknowledges that at all times under this contract they shall be acting in the capacity of an independent Contractor, and as such shall be solely liable for all claims of any kinds and description including any and all damages awarded in any suit or proceeding including costs thereof, to which the Contractor may be subjected, by reason of injury to the person or property of others, including employees, resulting from the performance of the Project, or through negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the Project or through any act or omission on the part of the Contractor, their Sub-Contractor, employees, agents, or servants; the Contractor agrees that there shall be no liability upon the State of New Jersey, through or by any and all of its Departments, Divisions or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, arising out of the performance by the Contractor of their obligations as set forth herein, and the Contractor further agrees to indemnify and save harmless the State of New Jersey, through or by any and all of its Department, Division, or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, from any liability and from all costs and expenses of any kind to which the State of New Jersey through or by any and all of its Departments, Divisions, or sub-divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be put by reason of injury or claim of injury to persons or property resulting or arising from the performance by the Contractor, their servants, licensees, agents, or invitees of their obligations herein.

**6:08      (B) OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:**

The Contractor waives any right of recovery for contribution from the State of New Jersey, through or by any and all of its Departments, Divisions, or sub-divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, for any liability sustained by the Contractor under this Contract including but not limited to claims for injury to person or property resulting from any portion of the work performed under this Contract which may be deemed to be inherently dangerous.

**A. Policy Requirements.** Procure and maintain insurance until Completion of Construction. The Division will not consider the work or any portion as put to its intended use until acceptance of the Completion of Construction. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Before performing construction operations, provide the Project Manager with certificates of insurance and policy declaration pages. The Department's Insurance Certificate (Form DC-175) is the only acceptable form as evidence of insurance. Ensure that insurance policies are endorsed to provide written notice by certified mail to the Division 30 days before changes to and/or cancellation of the policy. Upon request, provide the Project Manager with a certified copy of each policy. Submit documentation to identify all exclusions and deductible clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

**B. Types.** At a minimum, provide the following insurances:

**1. Comprehensive General Liability Insurance.** Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State.

Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.

**4303-21**  
**Standard Specifications (28)**

4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.
8. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

1. Explosions.
2. Damage to underground utilities.
3. Collapse of foundations

Ensure the policy names the Municipality(s), the State, their officers, employees, agents and any additional parties identified in Section 1:00 of these specifications as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

**2. Comprehensive Automobile Liability Insurance.**

Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

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

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy. Ensure the policy is endorsed to include per project aggregate.

**4. Workers Compensation and Employer's Liability Insurance.**

**4303-21**  
**Standard Specifications (29)**

Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance with the following minimum

limits of liability:

1. \$1,000,000 each accident.
2. \$1,000,000 Disease each employee.
3. \$1,000,000 Disease aggregate limit.

If construction operations require marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

**5. Excess Liability Insurance.** Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

**6. Marine Liability Insurance.** If construction operations require the Contractor to use a boat, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
4. Per project aggregate.
5. Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured.

**C. Maintenance.** Submit an updated DC-175, Insurance Certificate, to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the Project Manager may suspend the work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above.

**4303-21**  
**Standard Specifications (30)**

Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

**6:08      (C) POLLUTION LIABILITY INSURANCE:**

Procure Contractor's Pollution Liability insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the pollution liability insurance meets the policy requirements specified in Section 6:08 (B) A. of these specifications. If the policy is written on an occurrence form, ensure it will remain in effect until acceptance of Completion of Construction, and ensure that completed operations coverage is provided for a period of no less than 2 years after acceptance of Completion of Construction. If the policy is written on a claims-made basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after acceptance of Completion of Construction.

Ensure the policy provides coverage for:

1. Bodily injury and property damage to third parties.
2. Natural resource damages.
3. Environmental cleanup including restoration or replacement costs.
4. Legal defense.
5. Transportation of waste material by or on behalf of the Contractor away from the Project Limits.
6. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.
7. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
8. Severability of Interest/Separation of Insureds.
9. Per project aggregate.

Ensure the policy does not contain any exclusions or limitations for:

1. Liabilities Assumed under an insured contract.
2. Lead, silica, or asbestos.
3. Underground storage tanks.
4. Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the Municipality(s), the State, their officers, employees, agents and any additional parties identified in Section 1:00 of these specifications as additional insured. Provide documentation from the

**4303-21**  
**Standard Specifications (31)**

insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

**6:09      MEASUREMENT AND PAYMENT:**

All costs associated with OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE and POLLUTION LIABILITY INSURANCE shall be included in the pay item "GENERAL WORK".

The Contractor shall provide all other insurance costs at the Contractor's expense.



**4303-21**  
**Standard Specifications (32)**

**7:00      GENERAL CONSTRUCTION:**

**7:01      INVESTIGATION OF SITE AND CONDITIONS:**

The Contractor, by the submission of a bid acknowledges as follows: that they have satisfied themselves with the nature and locations of the work; the general and local conditions, including but not limited to those bearing on accessibility, transportation, disposal, handling, and storage of materials; the availability of labor, water, supplies, materials, power, and roads; the uncertainties of weather, tides and similar physical conditions at the site of the work; the conformation and conditions of the ground; the surface and subsurface materials, conditions and obstacles; and the character of equipment and facilities needed prior to and during prosecution of the work. Any failure of the Contractor to acquaint themselves with any and all factors bearing on the project will not in any way relieve them from their responsibility for estimating properly the difficulty and the cost of successfully performing the work, or the responsibility for completing the project under the terms of the contract and at the prices bid in the proposal.

**NOTE: It is highly recommended and encouraged that all prospective bidders visit the Project Site to ascertain the scope of work under the proposed work items. Should the Contractor decide not to visit the site, this will not relieve them of performing the job for the total price bid.**

**7:02      OBSTRUCTION OF DRAINAGE:**

If it is necessary during the progress of the work to interrupt or obstruct the natural drainage or flow from artificial drains, waterways, or mosquito ditches, the Contractor shall make proper provisions for taking care of such drainage so that no damage of any kind or character shall result, and if the Contractor shall neglect to do so, they shall be liable therefore and shall indemnify and save harmless the State of New Jersey from all liability on damage which may result from such negligence.

**7:03      MISPLACED MATERIAL:**

Should the Contractor, during the progress of the work, lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to the property, they shall recover and remove the same with the utmost dispatch at no additional cost to the Department.

The Contractor shall be given immediate notice with description and location of such obstructions from the Project Manager, and when required shall mark or buoy such obstructions until the same is removed. Should they

**4303-21**  
**Standard Specifications (33)**

refuse, neglect, or delay compliance with the above requirements, such obstructions may be ordered removed by the Manager and the costs of such removal may be deducted from any money due or to become due to the Contractor.

**7:04      WATER:**

The Contractor shall furnish all water required to do the work and include the cost thereof in their bid.

**7:05      RIGHTS-OF-WAY:**

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Division, they shall be procured, used, and returned at their expense.

**7:06      ACCESS TO ROADWAY AND TRESTLE:**

The Contractor shall include in their bid for the work the cost of providing and removing all access roadways and trestles required by their operations. Ramps and trestles shall be constructed in such a manner as to make them safe to carry all construction loads. The Contractor shall be responsible for the design, construction, and complete removal of such structures.

**7:07      DAMAGE TO STRUCTURES:**

When necessary, and with the written approval of the Project Manager and/or Director, permission is given for the removal of any part of an existing permanent structure during the progress of the work, the Contractor shall replace the materials so removed or damaged with new materials of the same kind and quality as that removed or damaged and reestablish to a completed finished condition and appearance. No allowance will be made to the Contractor for such work, which shall be assumed as included in the bid for the new work.

**7:08      CONSTRUCTION MATERIALS:**

All construction materials furnished for the work shall be new and unused and shall strictly conform to the grade and quality hereinafter specified unless otherwise instructed by the Director. See Section 10:06 for more information on Buy America.

**4303-21**  
**Standard Specifications (34)**

**7:09      PROJECT SIGN:**

The Contractor shall furnish and erect one or more project signs, complete with necessary supports, at locations to be designated in the field by the Project Manager. The signs shall be placed at least one (1) day prior to the beginning of the Project operations, and shall be maintained by the Contractor throughout the Project operations. The number and text of the signs shall be as indicated in Section 1:00, and the construction and materials shall be as hereinafter described.

Upon Substantial Completion of Work for the Project, the signs shall be removed by the Contractor and shall become their property. Final payment under the Project will not be made until the signs have been removed.

The cost of the signs and appurtenant work shall be included in the bid as described in Section 1:00.

The signs shall be 3/4" plywood, Marine-Ext. DFPA, four (4) feet high by eight (8) feet long. The edges shall have two (2) coats of primer, plus one (1) intermediate and one (1) finish coat; the front and back, one (1) coat of primer and one (1) coat of intermediate.

The upper portion of the sign shall bear gold letters over a dark blue field. The lower portion shall bear blue letters over a gold field. All lettering shall be standard upper case block letters. The work and lettering shall be of professional quality. Should the sign flake or fade during the Contract duration, it shall be repainted as necessary.

The Project Manager may order changes in the names and category if required to convey existing conditions. The height and size of lettering may be varied to give proportion to the sign. See Section 1:00 for legend, sizes and wording.

**4303-21**  
**Standard Specifications (35)**

**8:01        CONTRACT TIME:**

The Contractor is required to begin work under the Contract within five (5) calendar days of the date of the written Notice to Proceed from the Director, and must prosecute the work with due dispatch and with sufficient machinery and appliances, in good order, to insure the completion of the work within the number of calendar days stated in Section 1:00 of these Specifications. If at any time after the date fixed for beginning work it be found that Project operations, in the opinion of the Director, are not being carried on at such a rate to complete the work within the time herein specified, the Director shall have the power, after due notice in writing to the Contractor, to employ such additional plant or labor as may be necessary to insure proper prosecution of the work and any excess cost thereto over what the work should have cost at the Contract rate, shall become due the Contractor. This provision, however, shall not affect the right of the Department to annul the Contract.

**8:02        SUNDAYS AND LEGAL HOLIDAYS:**

No work shall be done on Sundays, legal holidays, and at night unless approved in writing by the Division and municipality.

**8:03        LIQUIDATED DAMAGES:**

For each calendar day after the date of completion stipulated in the Contract that the work remains incomplete, the Division may withhold from the Contractor's total compensation for the work the sum of five-hundred (\$500.00) dollars, and the amount thus withheld shall not be considered as a penalty but as liquidated damages fixed and agreed to in advance by contracting parties because of the difficulty of fixing exact damages, as a proper compensation to the State of New Jersey for the loss, inconvenience, and expense caused it by such delay.

**8:04        STOPPING WORK:**

The Director may stop any portion of the work if in their judgment the same cannot or is not being properly done for any reason. No allowance of any kind will be made for such stopping except in extension of the time for the completion of the work. No claims shall be made for any stoppage of work arising from environmental concerns as permitted in the specification (beach nesting birds, seabeach amaranth, etc.), except for extension of the time for the completion of the work.

**4303-21**  
**Standard Specifications (36)**

**8:05      SUBSTANTIAL COMPLETION OF WORK:**

At any time during the contract period, the Contractor may submit to the Director through the Director's representative, a written notice claiming that work has been substantially completed. After the representative receives written notice, the Department will perform an inspection to determine whether the work is deemed substantially completed to the Department's satisfaction. If the work is not deemed substantially completed, the representative will respond within 14 days and provide necessary instructions for completion to the Contractor. Upon completing the instructions received from the representative, the Contractor shall re-notify the representative that the work is substantially complete, and the Department will perform another inspection. This procedure is repeated until the Department determines that the work is deemed substantially complete.

Upon acceptance of the Substantial Completion of Work, a Punchlist will be developed by the Department that is to be addressed by the Contractor prior to closeout.

**8:06      CLAIM FOR DELAY:**

At any time during the Contract period, the Contractor may submit to the Director a claim for allowance of additional Contract time, expressed in calendar days, to compensate for delay in prosecution of the work due to causes beyond the Contractor's control, such as severe weather. Such claims shall be submitted within ten (10) calendar days of the commencement of such delay. Each claim shall describe the delay and its effect on the work; the causes from which the delay arose; the efforts and lack of ability on the Contractor's part to overcome the delay; the actual or projected length of such delay; and the number of calendar days of compensatory time required for such delay. In the case of extended delay, the Contractor shall file a supplementary statement, upon resumption of work, setting forth the total period of delay and requested compensatory number of calendar days. In acceptance the filing of claims, the Division reserves the right to deny any such claims or to approve and fix the compensatory time in each case, such time to be additive to the contract time stated in Section 1:00.

Flooding of the Project within or under the mean higher high water elevation and working within mucky soils or other natural tidal environment conditions are not considered as reasonable claims for delay by the Contractor and will not be accepted. Delays due to timing restrictions and regulatory requirements, as detailed in the Project permits, are not considered as reasonable claims for delay by the Contractor and will not be accepted.

**4303-21**  
**Standard Specifications (37)**

Severe weather delays will be considered as a period of consecutive rainfall/snowfall of over 6 inches in a 24 hour period, results in flooding of the Project in depths that exceed the mean higher high water elevation, produces winds in excess of 40 miles per hour (tropical storm classification) that result in unsafe working conditions, and/or declaration of a "State of Emergency" is made by the Governor of New Jersey.

**8:07      ABANDONMENT OF CONTRACT:**

If at any time the Director should judge that the work herein described, or any part thereof, has been abandoned, that it is unnecessarily delayed, or that the Contractor is violating any faith, then, in that case, the Director shall notify the Contractor in writing to discontinue all work under this Contract. The Division may employ other parties to complete the work in accordance with these Specifications and use such equipment and materials as may be found upon the site of aforesaid work, and if necessary, procure other materials, equipment and labor for its completion.

The Department shall recover the cost of the work thus done by deducting the amount thereof out of any monies which may be due the Contractor, or by an action at law against the Contractor or their surety, or by either or both of these methods.

**8:08      BREACH OF CONTRACT:**

If the Division finds the Contractor in violation of any of the State and/or Federal Provisions provided within the Project Plans and Specifications, the Contractor will be subject to a penalty which may be monetary or punitive. Each offense and the circumstances regarding the offense will be reviewed by the Department and evaluated by the Director. The penalty enforced will be determined upon the completion of the Director's evaluation. The Director may choose to utilize a more severe penalty depending on the nature of the breach committed. Please see Section 8:07 Abandonment of Contract.

**8:09      REVIEW OF CONTRACTS:**

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

Furthermore, the Division, the Comptroller General of the United States, or any of their duly authorized representatives reserves the right to access any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making examination, excerpts,

and transcriptions for a period of three years after final payment has been made and all other pending matters are closed.

**4303-21**  
**Standard Specifications (39)**

**9:00        PAYMENT AND ACCEPTANCE:**

**9:01        PAYMENTS:**

Estimates and partial monthly payment for the work performed during the previous monthly period, in accordance with the terms of the Contract, and not previously paid for, will be made on the twentieth (20th) day of each month by the Director and payment there upon will be made by the Division within thirty (30) days thereafter upon acceptance of the payment estimate.

Prior to the issuance of a progress payment by the Division to the Contractor, the Contractor shall certify via affidavit executed by the President, CFO, or other authorized representative with knowledge of supplier and Subcontractor payments, to the State Agency that a Subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment or that there exists a valid basis under the terms of the Sub-Contractor's or supplier's contract to withhold payment from the Sub-Contractor or supplier and therefore payment is withheld.

If the Contractor withholds payment from a Sub-Contractor or supplier, the Contractor shall provide to the Sub-Contractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the Contractor, the Engineer, and the Division.

The reserved percentage of five (5%) percent of the total amount due monthly, and so reserved from such payment for the work performed under the Contract until the work has been completed, will be paid on final completion of the entire work, to the satisfaction of the Director, and upon presentation by the Contractor of a final certificate signed by the Contractor. Such final certificate shall be the Contractor's signed statement certifying to the Division that all lawful bills, charges and claims for payment whether due or which could become due, for all labor, materials and supplies of every kind in the completed Project or employed or used in its construction, including payment for all suppliers and Sub-Contractors, have been fully paid and discharged, and that the prevailing wage was paid for all labor employed in connection with the work, and that there remain no just liens, claims or demands whether presently asserted or which could become asserted against the work.



**4303-21**  
**Standard Specifications (40)**

The Contractor agrees that as a further condition precedent to the granting of such final certificate, he or she will furnish said Division with satisfactory evidence that he or she has completed the work or furnished materials under this Contract for which payment is sought and/or that whoever has sustained damage or injury by reason of any act, omission or carelessness upon its part, or its agents, employees or Sub-Contractors, in the prosecution of the work, has been paid in full or so secured that no liability of any kind or character can attach to the State of New Jersey on account of any claim.

It is specifically understood that in case either greater or lesser quantities under the various work items given herein are required finally to complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at their Contract price or lump sum bid for such item and shall make no claim for the variation of any anticipated profit, costs, or charges.

Pursuant to N.J.S.A. 2A:30A-2, disputes regarding whether a party has failed to make payments required under the Contract may be submitted to a process of alternative dispute resolution. Alternative dispute resolution shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts.

NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under

R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the Department to the taxpayer pursuant to any State law shall be stayed.

**4303-21**  
**Standard Specifications (41)**

**9:02      CONDITIONS OF ACCEPTANCE:**

It is the intent to accept the Substantial Completion of Work when all work is complete as described in the Project Plans and these Specifications (Completion of Construction defined in Section 3:01). At any time of final acceptance, the whole work must have been finished in a neat and workmanlike manner, and must be in that condition at that time. Defects arising from any cause at any time before acceptance must be made good and the whole work put in a condition as herein specified before acceptance.

After completion of the work, and before final payment is made, the Contractor shall promptly remove their plant, and all appurtenances placed by the Contractor under the contract both in the waterways and on the upland and shall leave the site in a clean, uninjured good condition. Any and all piles driven by the Contractor either to support a construction trestle or for any other purpose in connection with the execution of the work shall be removed by the Contractor, prior to final acceptance of the contract work for each section of work.

All construction materials will receive appropriate inspections and tests as provided elsewhere in these specifications. Final acceptance of materials shall be made only after the incorporation of materials into the finally accepted completed structure.

Upon final acceptance of each section of work, the Contractor shall be relieved of their liabilities for the structure itself, and may release that portion of work from their bonds. However, this shall not relieve them from any potential claims that may arise from the prosecution of work or insurance requirements, and as such, the Contractor shall be held accountable for the investigation and defense of all claims from adjacent property owners for structural or property damages as stated in Section 6:08 (A) & (B).

Conditions for substantial completion and final acceptance include conditions provided in the technical specifications Section 11:00.

**9:03      CONTRACT QUANTITIES:**

The Contractor obtaining the award will be paid upon the exact amount of work performed under each work item at the unit price or lump sum at which the Contractor bid such work item. It has been the endeavor to estimate the approximate quantity under each item to cover the outside requirements. In case either greater or lesser quantity under the various work items than those given herein for bidding are required to finally complete the work, the Contractor shall accept final payment for the actual quantity of work performed

under each work item at their unit price or lump sum bid under that work item, and shall make no claim for the variation or any anticipated profits, costs or charges.

**9:04****SITE RESTORATION:**

The Contractor shall photo document pre-existing site conditions of the work area, adjacent structures, and along haul routes to provide evidence of any potential damage that may occur due to construction activities. If it is determined that damages have occurred due to Contractor operations, the Contractor is to work with the Division to develop a Site Restoration Plan and implement accordingly.

The Site Restoration Plan should be developed upon Substantial Completion of the Project. Upon substantial completion, the Contractor shall perform a Walkthrough with the Project Manager and discern damages (if any) that are the responsibility of the Contractor. These damages shall be recorded by the Project Manager. The Contractor is then to prepare a restoration plan using programs such as ArcGIS, AutoCAD, or any other means to develop a plan that properly demarcates the damaged areas to be restored, the materials needed, and quantity of materials. The plan should be approved by the Project Manager prior to performance of the restoration work.

**4303-21**  
**Standard Specifications (43)**

**10:00      STATE PROVISIONS:**

**10:01      NEW JERSEY PREVAILING WAGE ACT:**

A copy of "NJ State Prevailing Wage Act & Regulations", issued by the State of New Jersey, Department of Labor and Workforce Development (LWD), is available at <https://www.nj.gov/labor/wageandhour/tools-resources/laws/prevailingwageact.shtml>. In addition, the "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Workforce Development, will be attached to the contract for the project.

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

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at <http://www.nj.gov/labor/index.html>. The State wage rates in effect at the time of award are part of this Contract, pursuant to N.J.S.A. 34:11-56.25, et seq.

By submission of bid, the Contractor assures and certifies that the Contractor and any Subcontractor will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

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

**10:02      DIVISION OF MOTOR VEHICLES REGULATIONS:**

All vehicles used on this project must meet current State regulations for travel on highways. The Contractor must conform to N.J.A.C. 7:27-14 "Diesel Idling Regulations".

**10:03      AMERICANS WITH DISABILITIES ACT:**

Bidders are required to comply with the provisions of the Americans with Disabilities Act (42 USC 12101). This shall also pertain to any and all Subcontractors.

**4303-21**  
**Standard Specifications (44)**

**10:04      BUSINESS REGISTRATION:**

All Contractors bidding the work under this contract shall comply with the provisions of N.J.S.A. 52:32-44 - Business Registration. No State agency can enter into a contract with Contractors unless first provided with proof of a valid business registration with the Division of Revenue.

A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new Contractor registration.

**10:05      SUB-CONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Sub-contractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed. Pre-Qualification must be achieved prior to commencement of the proposed activity the Subcontractor is to undertake.

The Division will require the following documents in order to pre-qualify a Subcontractor:

- Public Works Registration
- Business Registration
- Subcontractor Resume
- Proof of Licensure (If Needed)
  - i.e. Proof of Professional Licensed Surveyor for Surveying subcontractor.

Upon acceptance of the Sub-contractor by the Division, a copy of the Subcontract must be submitted to DCE for record.

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

**10:06      BUY AMERICA:**

This project must comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1, et seq., which prohibits the use by the Contractor or Subcontractors of materials produced or manufactured outside of the United States on public work. For steel and iron products incorporated into the Project, the Contractor must provide a certification from the manufacturer stating the country where the steel or iron product was melted and

**4303-21**  
**Standard Specifications (45)**

manufactured including the application of coatings which protect or enhance the value of the material.

The Contractor is to ensure that three (3) copies of the manufacturer's certification are provided with each delivery of steel and iron products. The Contractor may retain one (1) copy and submit two (2) copies to the Division. Certification must include: material Description, quantity of material represented, country of manufacture, and a notarized signature of a person having legal authority to bind the supplier.

**10:07      DIANE B. ALLEN EQUAL PAY ACT:**

As of July 1st, 2018, pursuant to N.J.S.A. 34:11-56.14(b), any employer regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Ford Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website:  
<https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online website:  
[https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

**10:08      NOTICE OF CHILD SUPPORT:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 54:49-19(b).

**10:09      CONFLICT OF INTEREST LAW/EO 189:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 52:32-44(g).

**10:10      STATE USE TAX:**

The Contractor and its subcontractor, if any, and each of their affiliates shall, for any and all Term(s) of the Agreement, collect and remit to the

**4303-21****Standard Specifications (46)**

Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c. 30 (N.J.S.A. 54:32B-1 et. seq.) on all their sales of tangible personal property delivered into this State. Any questions in this regard can be directed to the Division of Revenue that can be found below:  
<https://www.state.nj.us/treasury/revenue/revgencode.shtml>.

**10:11      PUBLIC WORKS CONTRACTOR REGISTRATION ACT:**

Contractors and Subcontractors must be registered with the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) at the time of the bid.

**10:12      STATEMENT OF CORPORATE OWNERSHIP:**

Contractors shall provide a Statement of Corporate Ownership, N.J.S.A. 52:25-24.2, at the time of the bid.

**10:13      DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN:**

Contractors shall provide the Disclosure of Investment Activities in Iran, N.J.S.A. 52:32-58, prior to the award of contract.

**--End of Standard Specifications--**

**Technical Specifications (1)**

**11:01      ITEM NO. 1 - GENERAL WORK:**

The work under this item shall be bid upon and executed on a per lump sum basis. The work to be performed shall include, but is not limited to the following:

1. All general and overhead work, materials, supplies, facilities and expenses not specifically provided for under any other item or sub-items and required to complete the project work as a whole.
2. There will be **NO** fuel or asphalt price adjustments for this contract.
3. **It is the Contractor's responsibility to locate and protect all underground utilities within project work area and fully comply with New Jersey's Underground Facility Protection Act.** The Contractor is required to call 811 three days prior to the start of construction to find locations of all utilities and will supply the Division representative with the confirmation number of the "One-Call" system prior to the start of construction. Utilities indicated on the project plans are for general reference only. The Contractor is also required to notify all utility companies prior to the start of construction. The exact type, number and locations of existing utilities has not been shown on the plans, and it is therefore the full responsibility of the Contractor to verify the exact location of all existing utilities and provide for their protection, or repair if damaged.

**If a conflict between any proposed project work and existing utilities is found by the Contractor, the Contractor shall notify the Project Manager immediately and protect said utilities until direction is given regarding the disposition of the said utilities.**

4. The Contractor shall accept the site as found upon commencement of work. The Owner assumes no responsibility for the continuation of conditions existing at the time of examination by the Contractor or thereafter.
5. The restoration and repair of all private and public property, access roads, and improvements disturbed, damaged, moved or changed in any way to their condition prior to the Contractor's operations, which shall adhere to subsection 9:04.
  - a. **The Contractor shall use methods and equipment to prevent damage to the Bayview Rd. pavement, bridge abutments and creek wing wall. Any damage to the Bayview Rd. pavement, bridge structure, abutments, wingwalls, etc. will be the responsibility of the**



**Technical Specifications (2)**

**Contractor to repair at no additional cost to the State. The Contractor shall take pre and post-construction photographs to document any potential damage. Should the Contractor also desire to utilize vibration monitoring equipment this shall be at no additional cost to the State.**

6. The removal of all debris, equipment and material created by the Contractor's operation, or used by the Contractor, from the site of the work.

**a. The debris referenced in this section is separate from the debris removal line item and refers to debris created and imported by the Contractor.**

7. The furnishing of a project sign, as specified in Subsection 1:05 and 7:09.
8. The furnishing and maintaining of a project office trailer SOLELY FOR THE ONSITE DIVISION REPRESENTATIVE, at the site of the work, complete with an all-in-one color printer/scanner, water cooler, microwave, and refrigerator, indoor toilet (optional, porta john is acceptable). For further specifications see subsection 5:03 of the Standard Specifications. NO WORK SHALL BEGIN UNTIL THE PROJECT TRAILER IS HABITABLE AND COMPLETE.
9. The Contractor shall also be responsible for establishing and maintaining lines and levels and assuring that all proposed fills are at their correct elevations. The Contractor will be responsible for the maintenance of stakes at all times throughout the construction process. Stakes shall remain in the ground until the Contractor is told by a Division representative they can be removed. Site grades shall be laid out by a competent engineer or land surveyor employed by the Contractor, who shall certify in writing to the Division the correctness of the layout of the stakes.
10. The Contractor shall also be responsible to bring any discrepancies between the plans and existing conditions to the attention of a Division representative immediately. Any excess quantity will not be paid for varying conditions by the Division without authorized approval by the Director.

**a. The excess quantity does not apply to lump sum bid items.**

11. The hiring of police personnel to control the flow of traffic for deliveries of materials and supplies or as may be required during

**Technical Specifications (3)**

construction of this project. Please coordinate with the Project Manager to determine if this is necessary.

12. The furnishing and maintaining of warning signs, signals, barricades, and watchmen, as necessary for the safety and protection of the public, particularly during construction. Also, the work area shall be sufficiently secured during the nighttime hours to prevent against trespassing and possible vandalism.

- a. **The contractor shall post appropriate signage on Bayview Rd. bridge to keep the public out of the active work zone.**

13. All labor, materials, equipment, and all other costs and accessories required to satisfy the requirements of soil erosion and sediment control and water quality control in conformance with Section 158 of the "NJDOT Standard Specifications for Road and Bridge Construction", 2019 Edition as revised herein and section 11:00 herein. Supplying and erection of all soil erosion and sediment control devices and structures as directed by the county Soil Conservation District and/or as directed by the Project Engineer if required.

14. The Contractor shall furnish a haul route and traffic control plan prior to commencement of trucking operations. This plan will be submitted to the Division for review and approval within seven (7) days. Upon approval, the Contractor may begin its hauling operations. Please contact Project Manager prior to submission.

All haul route roads utilized by the Contractor for the performance of the work under the project shall be regularly maintained by the Contractor for the duration of the project in a condition deemed safe and satisfactory by the Division. Road maintenance shall be performed promptly and as directed by the Office and shall include, but not be limited to, the filling of potholes or depressions with cold-mixed bituminous concrete material; and the control of excessive road dust by watering, or applying calcium chloride, or by other means satisfactory to the Project Manager.

15. The State has attained all easements and rights of ways for access onto the project area, including access roads to the project site necessary for the project. The Contractor is responsible for attaining any additional easements and right of ways for project areas not already attained by the State.

16. The Contractor is responsible for the removal from the site of all facilities, tools, surplus materials, equipment, scrap, debris, and waste immediately prior to the acceptance inspection. Where

**Technical Specifications (4)**

materials or debris have washed or flowed into or have been placed in watercourses, ditches, gutters, drains, or elsewhere, debris shall be entirely removed and satisfactorily disposed.

**a. Contractor shall only be required to remove debris within the designated work limit. However, all facilities, tools, surplus materials, equipment, scrap, and waste that drift outside of the work limit shall be removed by the Contractor.**

17. The installation and maintenance of orange safety fence within the project area to deter entry from non-authorized personnel.
18. The Contractor shall conduct operations to interfere as little as possible with bridges, roads, streets, sidewalks, driveways, or other passageways, and shall not close or obstruct any thoroughfares with equipment or materials.
19. The Contractor shall take all necessary precautions to guard against movement, settlement, or collapse of any bridges, passages, embankments or adjoining property; they shall be liable for any such movement, settlement or collapse, and repair promptly such damage when so directed.
20. The Contractor shall maintain public access to the beach when feasible. If public access is to be restricted, the Contractor shall notify a representative of the Division prior to commencement.
21. The Contractor shall arrange a pre-construction field meeting with the Division representatives prior to commencement, a preliminary Punchlist walkthrough to determine substantial completion, and a post-construction (final walkthrough) field meeting to approve the work completed. Furthermore, the Contractor shall coordinate with DCE to schedule a weekly progress meeting to be held onsite during the course of the construction. See Section 8:05 for detail on Substantial Completion of Work.
22. During the contract construction window, the New Jersey Department of Transportation's (DOT) Office of Maritime Resources (OMR) will be conducting a beneficial reuse of dredge material project within the 4303-21 project area. DOT-OMR may begin to stage equipment and dredge pipe onto the beach as early as Sept 15, 2021, with beachfill to begin as early as October 1, 2021. Contractor shall coordinate with DCE, the dredging contractor and DOT-OMR and adjust their workplan as necessary to accommodate dredging/beachfill operations.

**Technical Specifications (5)**

23. The Contractor shall be required to protect the existing bridge on Bayview Rd. throughout the course of construction. In order to ensure this, the Contractor shall be required to either 1) have a structural engineer licensed in the State of New Jersey evaluate and certify the structural integrity and load rating of the bridge and abutments, or 2) temporarily reinforce/bolster the bridge and abutments. Regardless of protection method, the Contractor shall be required to take pre and post construction photographs both above and below the bridge and abutments. Any damage identified as a result of the Contractor's operations prior to substantial completion of debris removal shall be repaired at no additional cost to the State. Should the Contractor decide to temporarily reinforce/bolster the bridge, these reinforcements are to be left in place until project site is demobilized.

**CONSTRUCTION SUBMITTALS:**

1. Pre and post-construction photographs of the Bayview Rd. bridge and abutments.
2. Signed and sealed certification from licensed engineer certifying structural integrity and load rating of Bayview Rd. bridge and abutments (if applicable).

**11:02****ITEM NO. 2 – DEBRIS REMOVAL:**

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to remove and legally dispose of all miscellaneous non-natural debris scattered along the 1,300 feet of project shoreline, as depicted in the attached project plans.

**CONSTRUCTION MATERIALS:**

1. Materials to be removed include, but are not limited to concrete, rock, brick, asphalt, timber, tires, metal, plastics, carpeting and crushed concrete (see "Appendix B" – Site Photographs).
2. Debris ranges in shape from large slabs down to fragments 3 inches in length. Debris is on the surface, partially buried or mostly buried. Project plans provide general location of debris within the project area, however, given the dynamic nature of sand movement in the project area debris may be covered or uncovered and shifted in exact location.
3. The location and number of debris fields, concrete holding tanks, and timber structures depicted on the project plans is approximate, based on visual observation. Any additional debris, tanks, or structures encountered above Mean Low Water (MLW) up to two feet

**Technical Specifications (6)**

below grade shall be removed by the Contractor at no additional cost (additional concrete holding tanks may need to be excavated more than two feet below existing grade). DCE does not anticipate a large amount of additional debris, concrete tanks, or structures to be encountered.

**CONSTRUCTION METHODS:**

1. All debris shall be demolished as necessary to facilitate removal offsite.
2. All debris shall be disposed of in accordance with all applicable federal and state, and local regulations.
3. Contractor shall make every effort to screen out and not remove existing sand material during excavation. Generally, all debris should be removed to 2 feet below existing beach grade and/or as directed by the Project Manager or his/her authorized representative. Screening size shall be no larger than 2-inch diameter. Limited excavation deeper than 2 feet may be required to remove concrete holding tanks, concrete slabs, and other pieces of large debris. Any sand excavated for construction purposes must be stockpiled and reused as backfill material.
4. Derelict timber structures including pilings and bulkheads/groins as identified on the plan map and additional timber structures identified in the field, if applicable, shall be removed to existing grade.
5. All debris removal work shall be performed to the satisfaction of the Project Engineer or authorized representative.
6. Site shall be screened of debris to the extents depicted on the project plans.
7. No trees are to be removed or damaged inside or outside the work area, Contractor shall be responsible for maneuvering around the trees. All work should take place in a manner to minimize disturbance to beach and existing vegetation.
8. Contractor shall request inspections of areas it believes to be clear of visible/accessible debris prior to any demobilization of equipment or personnel from the work area.
9. No debris shall be removed outside of the Contractor Work Limit (CWL).
10. After work is complete, Contractor shall return site to pre-construction conditions such as smoothing ruts and filling holes greater than 10-inches deep.
11. Should the Contractor, during the progress of the work lose, throw overboard, sink or misplace any material, plant,

**Technical Specifications (7)**

machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property be shall recover and remove the item(s) and notify DCE.

12. The Contractor shall maintain access to the shoreline throughout the duration of the project for DCE Staff.
13. Contractor shall take full responsibility of the work zone and staging areas until the project is closed out. The contractor will assume responsibility to prepare the work site for any potential storms and cooperate with both the State and Local officials during such events.
14. Beach access should only be from Bayview Rd. at non-vegetated entry points.
15. The Contractor shall adhere to the following conditions regarding work in wetlands as delineated on the project plans:
  - a. All equipment required to traverse wetland areas shall be supported on mats.
  - b. Material shall not be stockpiled in wetlands.
  - c. Use of tracking mats or other means to minimize ground disturbance in wetlands and wet areas is required. Any damage, ruts, or disturbance to the ground must be repaired to original conditions.
  - d. Protective mats must be used in the access areas within coastal wetlands areas to eliminate ground furrowing or rutting.
16. The Contractor shall also adhere to the conditions set forth in "Appendix C": FEMA Best Practices for Lower Impact Debris Removal and Demolitions.
17. All tasks performed under this Scope of Work shall be completed in accordance with OSHA regulations. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the sites and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.

**CONSTRUCTION SUBMITTALS:**

1. Contractor shall submit a Demolition and Removal plan to the Project Engineer for review and approval. No work shall begin until the plan is approved by the Project Engineer. Plan shall include the following:
  - a. Disposal facility(ies).

**Technical Specifications (8)**

- b. Methodology and equipment to demolish and dispose of above and below-grade debris.
  - c. Means and methods to protect the Bayview Rd. bridge.
2. After work is complete the Contractor shall submit the following:
  - a. Final estimated volumes and type of debris removed.
  - b. Dump and load receipts.
  - c. Description of any deviations from the Demolition and Removal Plan and how issues were resolved.

**11:03****SOIL EROSION AND SEDIMENT CONTROL:**

All work under this item shall be included under the item "General Work", as may be required by Federal, State, and Local regulations, and shall include all materials, required for the execution and completion of the project work as a whole, and not specifically provided for under any other work item.

1. Standards for Soil Erosion and Sediment Control in New Jersey, N.J.A.C. 2:90-1.3, including the following Sections:
  - (a) 3.11 Temporary Vegetative Cover for Soil Stabilization.
  - (b) 3.31 Stabilization with Mulch Only.
  - (c) 4.10.1 Dust Control.
  - (d) 4.13.1 Sediment Barrier.
2. Materials must be as specified under "Standards for Soil Erosion and Sediment Control in New Jersey", N.J.A.C. 2:90-1.3.(2)
3. Temporary vegetative cover shall consist of annual ryegrass applied uniformly at a rate of 0.9 lbs. per 1,000 sq. ft. (40 lbs/ac). Limestone (pulverized dolomitic equivalent to 50 percent calcium plus magnesium oxides) shall be applied at the rate of 135 lbs/1,000 sq. ft. (3 tons/ac) and fertilizer (10-20-10 or equivalent) at the rate of 14 lbs/1,000 sq. ft. (600 lbs/ac).
4. When required for sites difficult to vegetate (sands, slopes, hydro-seeding and off-season operations), mulching shall be accomplished as follows:
  - A. Mulch Materials should be unrotted salt hay, hay, or small grain straw at a rate of 1-1/2 to 2 tons per acre, or 70 to 90 pounds per 1,000 sq. ft. Mulch blowers should not grind or chop material.
  - B. Spread Uniformly by hand or mechanically so that approximately 75% to 95% of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into

**Technical Specifications (9)**

approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.

C. Mulch Anchoring shall be accomplished using either peg and twine, mulch netting, mulch-anchoring tool or liquid mulch-binder, per the accompanying "Stabilization with Mulch Only" specifications.

\* Seeding dates: 2/15 - 5/1 and 8/15 - 10/15

5. Mulch materials should be unrotted salt hay, hay or small grain straw at the rate of 1-1/2 to 2 tons per acre, or 70 to 90 lbs. per 1,000 sq. ft. Mulch blowers should not grind or chop the material.
6. Spread uniformly by hand or mechanically so that approximately 70 percent to 95 percent of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.
7. Mulch anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes and costs:

A. Peg and Twine - Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 ft. in all drive directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a crisscross and a square pattern. Secure twine around each peg with two or more round turns.

B. Mulch Netting - Staple paper, jute, cotton or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.

C. Mulch Anchoring Tool - A tractor-drawn implement especially designed to punch and anchor mulch into the soil surface. This practice affords maximum erosion control, but its use is limited to those slopes upon which the tractor can operate safely. Tool penetration should be about 3 to 4 inches. On sloping land, the operation should be done on the contour.

D. Liquid Mulch-binders - May be used to anchor salt hay, hay or straw mulches.

- i. Applications should be heavier at edges where wind catches the mulch, in valleys and at crests of banks. Remainder of area should be uniform in appearance.



**4303-21**  
**Technical Specifications (10)**

- ii. Use one of the following:
  - (a). Emulsified asphalt - (SS-1, CSS-1, CMS-2, MS-2, RS-2, CRS-1, and CRS-2). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat slopes and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.
  - (b). Cutback asphalt rapid curing (RC-70, RC-250, and RC-800) or medium curing (MC-250 or MC-800). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat areas and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.
  - (c). Synthetic or Organic Binders - binders such as Curasol, DCA-70, Petro-set and Terra-tack or equal may be used at rates recommended by the manufacturer to anchor mulch materials.

**NOTE: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products. Or equals may be deemed acceptable based upon review.**

- 8. Wood-fiber or paper-fiber mulch at the rate of 1,500 lbs. per acre may be applied by hydroseeder. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.
- 9. Irrigation - (where feasible) - If soil moisture is deficient, and mulch is not used, supply new seedlings with adequate water (a minimum of 1/4 in. twice a day until vegetation is well established). This is especially true when seedlings are made in abnormally dry or hot weather or on droughty sites.
- 10. Install and maintain temporary measures for soil erosion and sediment control in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey" and as shown on the plans.
- 11. Contractor shall be responsible for immediate repairs of damages incurred by failure to maintain temporary measures for soil erosion and sediment control.
- 12. Install temporary seeding on all areas exposed for three (3) months or more.
- 13. If applicable, Contractor must notify governing Soil Erosion Control Agency in writing at least 72 hours prior to beginning construction. Failure to do so may result in a fine by the Agency, which fine shall be the responsibility of the Contractor.

**4303-21**  
**Technical Specifications (11)**

**Dust Control:**

Dust control shall conform with and be performed in accordance with the construction plans, and/or as directed by the Engineer, Chapter 16 in the Standard for Soil Erosion Control in New Jersey, July 2017 and Section 107.28 of the New Jersey Department of Transportation Standard Specifications.

**Roadway Cleaning:**

If approved by the Engineer and the Contractor utilizes the roadways as a construction entrance, existing roadways shall be cleaned as needed and directed by the county Soil Conservation District and the Engineer.

The Contractor shall install all soil erosion and sediment control measures in accordance with Chapter 27 of the Standards for Soil Erosion and Sediment Control in New Jersey, July 2017. All measures shall be maintained and left in place until construction is complete and area is stabilized.

When seasons and/or other conditions are not suitable for growing an erosion-resistant cover, areas shall be temporarily stabilized in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, July 2017.

No specific payment will be made for Soil Erosion Control and should be included in the bid for Item No. 1 – General Work. The cost thereof will be included in Item No. 1 – General Work, which price shall include the cost of furnishing and installing all required hay bales and lath, silt fence and inlet protection structure materials, dust control, complete, any and all temporary stabilization as may be required, roadway cleaning, all labor, equipment and all else necessary therefore and incidental thereto.

**11:04**

**SITE GRADING:**

Site Grading shall consist of all grading required within the construction area including rough grading and final grading. Fine grading of the entire construction area shall consist of mechanically or manually raking, scraping, dragging, smoothing and rolling all surfaces for the preparation of the respective improvements. Fine grading shall remove all irregularities and undulations and shall follow the grades shown on the plan.

No specific payment will be made for Site Grading and should be included in the bid for Item No. 1 – General Work which includes all fine grading of the entire construction area, all embankment, all materials, labor, equipment and appurtenances required. Payment will be made

**4303-21**  
**Technical Specifications (12)**

for one occasion, no matter how many occasions are required to complete the site grading to the satisfaction of the Engineer.

**11:05      ONSITE MATERIAL:**

All existing debris, rubble, roots, stumps, logs, rocks, rip-rap, cable or hulks which come within the lines of the work or which interfere with the prosecution of the work shall be removed and disposed of in a manner satisfactory to the Engineer, or their appointed representative, by the Contractor, and the cost thereof shall be included in the bid for Item No. 2 – Debris Removal.

Bidders are encouraged to visit the site of the work, and to ascertain for themselves the kind of material to be met with and all other local conditions, and it will be assumed that their bids are based upon personal information. No extra allowance will be made for excavation of material different than herein specified, nor will extra allowances be paid should mechanical breakdowns occur due to the above-mentioned obstacles.

**11:06      STOCKPILING:**

The entire stockpile area should be delineated along the perimeter by approved safety fencing during construction, and the area shall be secured before leaving the site each night. The Contractor can make their own arrangements for areas of stockpiling of materials. However, all arrangements of any kind made by the Contractor relative to stockpiling will be subject to the approval of the Engineer and shall be submitted for approval prior to use of the subject area.

The stockpiling area mentioned herein and as delineated in the contract drawings shall be protected to ensure that debris or loose material displaced from passing vehicles will not leave the work site. It is the responsibility of the Contractor to provide adequate security personnel and security measures to restrict unauthorized entry into the work area during all times of operation. It is the responsibility of the Contractor to ensure that all stockpiles are managed properly.

**11:07      CONTRACT TIME:**

The allowed contract time is **30** calendar days from completion of the pre-construction meeting after the issuance of the Notice to Proceed, or September 1, 2021; whichever is later. In the event of severe weather, which would not allow for work during these days, the Contractor will be credited by the Project Manager against total elapsed work time. See Section 8:01 for further details. Contractor must contact DCE Project Manager prior to mobilization.

**4303-21**  
**Technical Specifications (13)**

Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:

1. No work in-water March 1 – June 30 to allow for migration of anadromous fish.
2. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection
3. In-water work shall be avoided from April 15 – September 15 to avoid *affecting* the sandbar shark pupping period.
4. To protect horseshoe crabs, debris removal shall be avoided from April 15 – June 30.
5. To protect terrapin turtle nesting habitat, debris removal and all other beach activities shall be avoided from May 15 – August 31. (In addition to the timing restrictions outlined in the attached permits).

See NJDEP Permit DLUR 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review located herein.

**NOTES:**

1. THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK FIVE (5) CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE DIVISION OF COASTAL ENGINEERING.
2. NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NOT ALREADY PROVIDED BY THE DIVISION.
3. THE CONTRACTOR SHALL HAVE A MAXIMUM OF FOURTEEN (14) CALENDAR DAYS FROM THE RECEIPT OF NOTIFICATION OF LOW BID FROM THE DIVISION TO RETURN TO THE DIVISION OF COASTAL ENGINEERING ALL COMPLETED FORMS, EXECUTED BONDS, AND SIGNED AND NOTARIZED NECESSARY PAPERWORK FOR THE CONTRACT IN ITS

**4303-21**  
**Technical Specifications (14)**

**ENTIRETY. FAILURE TO DO SO COULD RESULT IN THE CONTRACTOR'S DISQUALIFICATION OF THEIR BID.**

**11:08      PAYMENT:**

**ITEM NO. 1 – GENERAL WORK:**

This item shall be paid for on a lump sum basis. Estimate of percentage complete for monthly partial payments will be made.

Forty percent (40%) of the lump sum bid shall be paid when mobilization of plant, equipment, facilities and Inspector's trailer is complete and ready to begin operations.

The following thirty percent (30%) will be paid upon Substantial Completion of Work as determined by the Project Manager or Project Engineer. See Section 8:06 for more detail on Substantial Completion of Work.

Thirty percent (30%) will be paid only upon completion of all work under the contract, specifically including the complete and satisfactory clean-up of all areas used for the Contractor's operations, such as areas used for access or other operations as outlined in Subsection 11:01.

**ITEM NO. 2 – DEBRIS REMOVAL:**

The work under this item is to be paid on a lump sum basis, and shall include all labor, materials, equipment, rigging, tools, and accessories required to remove and dispose of the concrete, rock, brick, asphalt, timber, tires, metal, plastics, carpeting, crushed concrete, and other debris adjacent to and beneath the shoreline, to the lines and grades indicated on the project plans and as specified herein, or as directed in the field by the Project Manager or his or her representative. Contractor shall be paid on an estimated percentage of completed work on a monthly basis.

**11:09      ACCESS:**

The Contractor shall obtain all access and/or rights of way as necessary for his or her operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point will be used unless approved in writing by the Project Manager.

**11:10      CONSTRUCTION SCHEDULE:**

Within five (5) calendar days after the date of the contract award, the Contractor shall furnish to the Manager or representative, for approval, a construction schedule which shall include a statement as to the planned mode of operations; a listing of construction material orders including a delivery schedule, and a full description of the equipment the Contractor plans to use. The approximate dates for each phase of operations shall be furnished at the pre-construction meeting.

The Project Manager reserves the right to reject, modify, require different construction methods or operations, additional rigging, equipment and/or personnel as he/she deems necessary in order to accomplish the contract requirements.

Any changes to the approved construction plan shall be reviewed and approved by the Project Manager prior to implementation. Said schedule shall be updated at least twice a month and shall be updated prior to, and provided at, all project meetings.

In general terms, the Contractor shall be permitted to execute his or her work in the following fashion:

1. Set up inspector's trailer and make all appropriate connections for a fully functional project office.
2. Perform site preparation for material deliveries and safety procedures.
3. Mobilize equipment and perform debris removal work.
4. Due to the urgent nature of the work begin construction at the most vulnerable areas as indicated by the onsite representative.
5. Ensure all proper grades have been met and considered satisfactory by the Project Manager.
6. If any damages have occurred as a result of the Contractor's operations, the Contractor is to address prior to demobilization.
7. Demobilize all plant and equipment upon release from the Division.

**11:11      PROJECT MEETINGS:**

**4303-21****Technical Specifications (16)**

Project meetings shall be held on a weekly basis or at an interval determined by the Project Manager. The Contractor will be required to have all Superintendents, foremen and other persons involved in the oversight of the project in attendance, including same for all Subcontractors.

A 3-Week Look Ahead of the intended project schedule that is inclusive of tide predictions and weather forecasts should be distributed at each weekly meeting. DCE Project Manager will prepare weekly meeting agendas and the corresponding meeting minutes for distribution.

**11:12      PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth in NJDEP Permit DLUR File No. 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

**11:13      SUBCONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Subcontractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed.

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

--End of Technical Specification--

# PERMITS



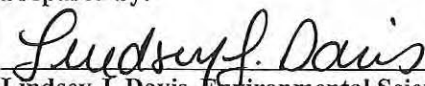


STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND USE REGULATION

Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 633-2289 or Fax: (609) 777-3656  
www.nj.gov/dep/landuse



# PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date <b>SEP 06 2018</b>
		Expiration Date <b>SEP 05 2023</b>
<b>Permit Number(s):</b> 0604-18-0002.1 CZM180001	<b>Type of Approval(s):</b> General Permit 24 Water Quality Certificate	<b>Enabling Statute(s):</b> N.J.S.A. 12:5-3 WFD N.J.S.A. 13:19-1 CAFRA N.J.S.A. 13:9A CW N.J.S.A. 58:10A WPCA
<b>Permittee:</b> Ms. Fawn McGee c/o NJDEP Blue Acres Program 428 East State Street, 2 <sup>nd</sup> Floor Trenton, New Jersey 08608	<b>Site Location:</b> Project: NJDEP Blue Acres Land Acquisition on Money Island Project Location: Bayview Road, Nantuxent Drive & East Nantuxent Drive Block: 3 Lots: 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 & 30 Block: 4 Lot: 2 Block: 5 Lots: 1, 2, 3, 4, 5 & 6 Block: 6 Lots: 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, & 18 Municipality: Downe Township County: Cumberland	
<b>Description of Authorized Activities:</b> This permit authorizes the demolition of structures such as dwellings, decking, docks, piers, pilings, etc. on the properties listed above, once acquired by the NJDEP's Blue Acres Program, in order to preserve the properties for open space and conservation purposes. The properties are shown on the plans referenced on the last page of this permit.		
<p>This project is authorized under and in conditional compliance with the applicable Coastal Zone Management Rules (N.J.A.C. 7:7-1.1 et seq.), as amended on April 16, 2018, provided that all conditions to follow are met.</p>		
<b>Prepared by:</b>  Lindsey J. Davis, Environmental Scientist 2		<b>Received and/or Recorded by</b> County Clerk:
<p>THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		



**SPECIAL CONDITIONS:**

1. The permittee must acquire ownership of the property(ies) listed on page 1 of this permit prior to any demolition activities on the property(ies).
2. To protect sensitive habitat for the State-listed Osprey, the permittee shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest along the project limit of disturbance from April 1 through August 31 of each calendar year. The initiation and implementation of work which generates disturbance (e.g., sound levels, visual interruption) that is out of character with what currently exists at or surrounding the anticipated work area during the restricted time period recommended above may result in the permittee being in violation of the "take" clauses within State of New Jersey (Endangered and Nongame Species Conservation Act, NJSA 23:2A-1) and federal (Migratory Bird Treaty Act, 16 USC 703-712) statutes. Please note that adherence to this seasonal restriction shall also be applied if nest building activity is observed at any given osprey nest location prior to April 1 of the given calendar year of work.
3. If an osprey nest is discovered at the project site (e.g., on a structure to be removed), all work shall cease until the permittee has coordinated with, and guidance has been dispensed by, the Department (Division of Land Use Regulation). Please note that this coordination may result in the need for the permittee's adherence to provisions as necessary to protect sensitive habitat and/or the listed species.
4. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of this authorization is at the project site throughout the period the work is underway and available for review by any person.
5. All areas of temporary disturbance shall be restored to its pre-existing condition and grade.
6. This permit does not authorize dredging activities. If dredging is required in the future, a new Waterfront Development application showing compliance with Maintenance Dredging at N.J.A.C. 7:7-12.6 or New Dredging at N.J.A.C. 7:7-12.7 will be required to be submitted to this Division.

**STANDARD CONDITIONS:**

1. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address listed on the first page of this permit.
2. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit;
3. The issuance of a permit does not convey any property rights or any exclusive privilege;
4. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit;
5. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District having jurisdiction over the site;

6. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit;
7. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit, pursuant to the regulations;
8. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties;
9. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores;
10. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
  - iii. Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action under;
11. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect so long as the regulated activity or project, or any portion thereof, is in existence, unless the permit is modified;
12. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment;
13. A permit shall be transferred to another person only in accordance with the regulations;
14. A permit can be suspended or terminated by the Department for cause;
15. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit;
16. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, P.O. Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities;
17. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris, or structures within or adjacent to the channel while the regulated activity(ies) is being undertaken. Upon completion of the regulated activity(ies), the permittee shall remove and dispose of in a lawful manner, all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas; and



18. The regulated activity shall not destroy, jeopardize, or adversely modify a present or documented habitat for threatened or endangered species, and shall not jeopardize the continued existence of any local population of a threatened or endangered species.

**ADDITIONAL CONDITION FOR A COASTAL PERMIT:**

1. This authorization for a General Permit is valid for five years from the date of issuance. This authorization may be extended one time for five years, in accordance with the requirements at N.J.A.C. 7:7-3.7. All regulated activities being conducted pursuant to this authorization shall immediately cease on the date the authorization expires. If the authorization expires and the permittee intends to commence or continue the regulated activities, the permittee shall obtain a new authorization or permit under this chapter authorizing the regulated activities. The Department shall issue a new authorization only if the project is revised where necessary to comply with the requirements in effect when the application for the new authorization is declared complete for review.

**APPROVED PLANS:**

The project is shown on plans in six (6) sheets entitled "Blue Acres Overall Map For Delaware River Acquisitions, N.J.D.E.P., Downe Township, Cumberland County, New Jersey", dated 08/11/2017, unrevised, prepared by Michael F. Burns, P.E. from Maser Consulting P.A., and highlighted by the NJ Department of Environmental Protection, Blue Acres Program on 7/26/2018.

In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request an adjudicatory hearing within 30 calendar days after public notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Adjudicatory Hearing Request form. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the form is available through the Division's website at [http://www.nj.gov/dep/landuse/download/lur\\_024.pdf](http://www.nj.gov/dep/landuse/download/lur_024.pdf). In addition to requesting a hearing, a request may be filed with the Department's Office of Dispute Resolution to determine whether the matter is suitable for mediation. Information concerning the dispute resolution process is available at [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr).

If you need clarification on any section of this permit or conditions, please contact Lindsey J. Davis by email at [Lindsey.Davis@dep.nj.gov](mailto:Lindsey.Davis@dep.nj.gov) or by phone at (609) 633-2289.

Approved By:



Ryan J. Anderson, Bureau Chief  
Bureau of Coastal Regulation  
Division of Land Use Regulation

9/6/18

Date

- c: NJDEP Bureau of Coastal and Land Use Enforcement, Trenton  
Downe Township Municipal Clerk  
Downe Township Municipal Construction Official









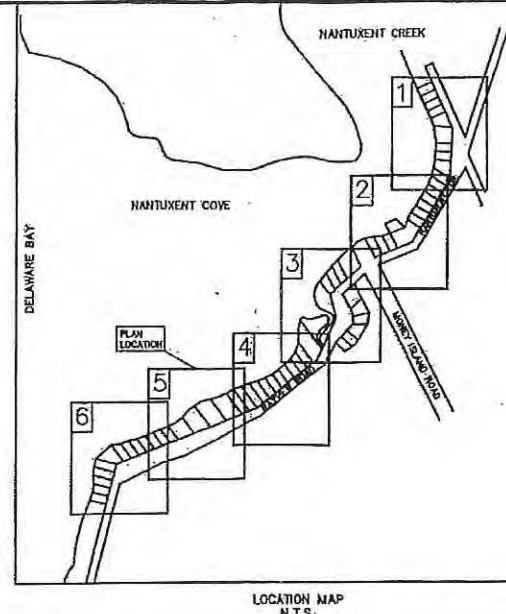
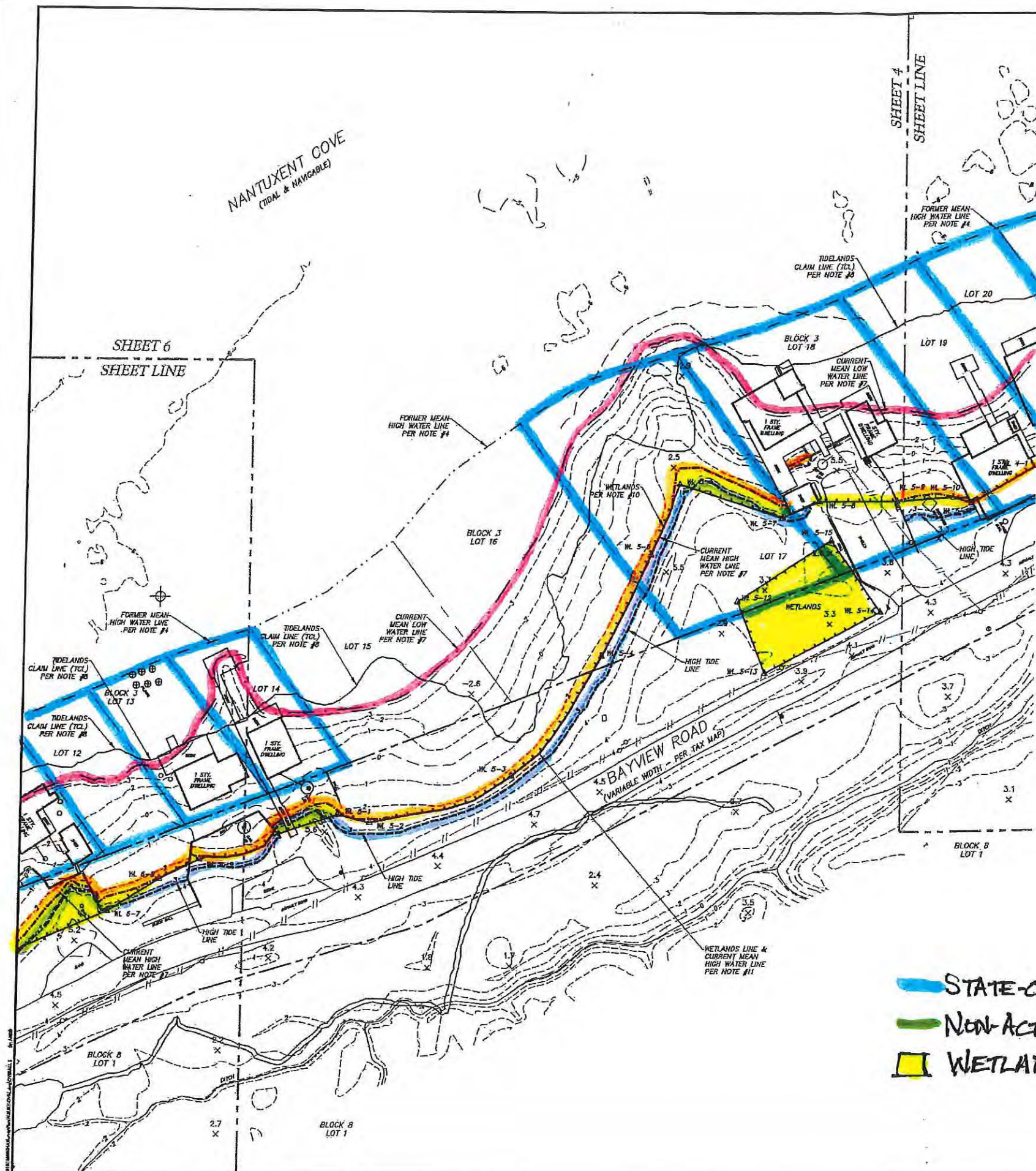










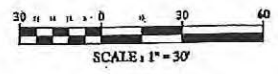


# INFORMATION OF FACT

1. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.
2. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
3. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.
4. MAP REFERENCE:  
A. SECTION A, PLAN OF LOTS ON MONEY ISLAND, LANDS OF SITTES AND BATEMAN, DOWNE TOWNSHIP, CUMBERLAND COUNTY, NEW JERSEY, DATED APRIL 10, 1940, FILED IN THE CUMBERLAND COUNTY CLERK'S OFFICE, MAP NO. 109.  
B. SECTION B PLAN OF LOTS ON MONEY ISLAND, LANDS OF SITTES AND BATEMAN, DOWNE TOWNSHIP, CUMBERLAND COUNTY, NEW JERSEY, DATED JUNE 10, 1940, FILED IN THE CUMBERLAND COUNTY CLERK'S OFFICE, MAP NO. 129.  
C. DOWNE TOWNSHIP TAX MAP SHEET #2  
D. DOWNE TOWNSHIP TAX MAP SHEET #3
5. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
6. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.
7. CURRENT MEAN HIGH WATER LINE (ELEVATION 2.65 (NAVD 88)) AND CURRENT MEAN LOW WATER LINE (ELEVATION -3.29 (NAVD 88)) ESTABLISHED USING GPS-OBSERVATIONS ON TIDAL BENCH MARKS 7101-C, LENGTH OF SERIES: 8 MONTHS, TIME PERIOD: NOVEMBER 1977, OCTOBER 1978; TIDAL EPOCH: 1956-1984, CONTROL TIDE STATION: 855-7300 LEMES, DE TIDE GAUGE SURVEYED ON FEBRUARY 26, 2017.
8. TIDE LANDS CLAIM LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY - NANTUXENT CREEK - ATLAS SHEET NO. 161-1836" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
9. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MARCH, 2017 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AXIS GEOSPATIAL, LLC, JOB NO. 16168, ON MARCH 8, 2017.
10. THE LIMITS OF WETLANDS SHOWN HEREON WERE FIELD DELINEATED ON AUGUST 7, 2017 BY SADAT ASSOCIATES, AND LOCATED BY MASER CONSULTING, PA ON AUGUST 8, 2017.
11. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE. IN SOME CASES THE WETLANDS LINE AND THE MEAN HIGH WATER LINE ARE COINCIDENT WITH EACH OTHER.

\*Map's content interpreted and highlighted (shown in color) by New Jersey Department of Environmental Protection, Blue Acres Program on July 26, 2018.

- STATE-OWNED OR IN-PROCESS
- NON-ACTIVE, BUT ELIGIBLE
- WETLAND AREA



LEGEND	
	UNDERWATER DEBRIS
	POLE
	UTILITY POLE
	DOCK PILE
	SIGN
	MANHOLE
	MAILBOX
	OVERHEAD WIRES
	TIDE LANDS CLAIM LINE
	CURRENT MEAN HIGH WATER LINE
	CURRENT MEAN LOW WATER LINE
	FORMER MEAN HIGH WATER LINE
	WETLANDS LINE
	HIGH TIDE LINE
	PROPERTY LINE
	RIGHT OF WAY LINE

**MASER CONSULTING P.A.**  
 Customary Land Surveying & Engineering  
 www.maserconsulting.com  
 Engineers & Planners & Surveyors  
 Landscape Architects & Environmental Scientists  
 Office Locations:  
 • Red Bank, NJ • Little Valley, PA  
 • Camden, NJ • Easton, PA  
 • Philadelphia, PA  
 • Haddonfield, NJ • Pottsville, PA  
 • Trenton, NJ • York, PA  
 • Philadelphia, PA • Columbia, SC  
 • Atlanta, GA • Fairfax, VA  
 • Silver Spring, MD • Norfolk, VA  
 • Washington, DC • Alexandria, VA  
 • Columbia, MD  
 Some of NJ Certified of Professional Surveyors: 3642788400

**PROFESSIONAL ENGINEER**  
 MICHAEL F. BURNS  
 NEW JERSEY PROFESSIONAL  
 LAND SURVEYOR - LICENSE NUMBER: 051441

**BLUE ACRES OVERALL MAP**  
 FOR  
 DELAWARE RIVER ACQUISITIONS  
 N.J.D.E.P.

**DOWNE TOWNSHIP CUMBERLAND COUNTY NEW JERSEY**

**MT. LAUREL OFFICE**  
 2000 Philadelphia Drive  
 Suite 100  
 Mount Laurel, NJ 08054  
 Phone: 856.797.0113  
 Fax: 856.797.1130

DATE	BY	REVISION
07/26/18	ADP	1

**BLUE ACRES OVERALL MAP**

5 of 6











REPLY TO  
ATTENTION OF

CERTIFIED MAIL- RETURN RECEIPT REQUESTED

**DEPARTMENT OF THE ARMY**  
PHILADELPHIA DISTRICT CORPS OF ENGINEERS  
WANAMAKER BUILDING, 100 PENN SQUARE EAST  
PHILADELPHIA, PENNSYLVANIA 19107-3390

**AUG 10 2018**

Regulatory Branch  
Application Section II

**SUBJECT:** CENAP-OP-R-2018-00318-95 (NWP 3)

Project Name: New Jersey Department of Environmental Protection – Blue Acres  
Program – Demolition and Removal of Structures in Nantuxent Creek, Nantuxent  
Cove, and Delaware Bay; Money Island in Downe Township, Cumberland  
County, New Jersey  
Latitude: 39.282°N Longitude: -75.239°W

NJDEP Blue Acres Program  
Attn: Fawn McGee  
Mail Code: 501-01  
P.O. Box 420  
501 E. State Street  
Trenton, New Jersey 08625

Dear Ms. McGee:

This is in regard to your proposal to perform maintenance activities in Nantuxent Creek, Nantuxent Cove, and Delaware Bay at Money Island in Downe Township, Cumberland County, New Jersey. Specifically, demolition and removal of existing structures within Waters of the U.S. shall be undertaken.

Under current Federal regulations, a Department of the Army permit is required for work or structures in navigable waters of the United States and/or the discharge of dredged or fill material into waters of the United States including wetlands.

**Based upon our review of the information you have provided, it has been determined that your project is approved by existing Department of the Army Nationwide Permit Number 3 (NWP 3) described below, provided the work is conducted in compliance with the NWP general conditions, regional conditions, and the project specific special conditions.**

**NWP 3. Maintenance.** (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or



fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (*e.g.*, bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

**Notification:** For activities authorized by paragraph (b) of this NWP, the permittee must submit a preconstruction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.

**[Authorities:** Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)]



**Note:** This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

You are advised that this verification of NWP authorization is valid until the Nationwide Permits expire on **March 18, 2022**, unless the NWP authorization is modified, suspended, or revoked prior to this date. In the event that the NWP authorization is modified during that time period, this expiration date will remain valid, provided the activity complies with any subsequent modification of the NWP authorization.

It is noted that CZM consistency from the State is only required for those activities in or affecting a State's coastal zone. Additionally, some of the NWPs do not involve a discharge of dredged or fill material, and as such, do not require a 401 WQC. If the State has denied the required WQC and/or not concurred with the Corps' CZM consistency determination, the NWP authorization is considered denied without prejudice until an individual project specific WQC and/or CZM approval is obtained.

**The State of New Jersey has denied 401 WQC and has not concurred with CZM consistency during the issuance of Philadelphia District's regional conditions for NWP 3. Therefore, you are being directed to seek further review by the state in which they will attach the required Federal consistency determination and certification as part of their review as applicable. This approval must be obtained in order for the activity to be authorized under the NWP and a copy provided to this office before work begins. Any project specific conditions required by the State for the WQC and/or CZM approval will automatically become part of the NWP authorization.**

The activities authorized by this NWP verification must comply with the NWP General Conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. A copy of the NWP General Conditions and the Philadelphia District 2017 NWP Regional Permit Conditions for New Jersey for which this verification is subject to, can be found at:

<http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017%20Nationwide%20Permit%20General%20Conditions.pdf>

[http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017\\_NJ\\_Reg\\_Cond\\_Final.pdf](http://www.nap.usace.army.mil/Portals/39/docs/regulatory/publicnotices/2017_NJ_Reg_Cond_Final.pdf)

In instances where you are unable to access a digital copy of the 2017 NWP General conditions and/or the 2017 NWP Regional Permit Conditions for New Jersey, a hard copy will be transmitted by registered mail to you per request. It is further noted that you may request a copy by email at any time in which the NWP General Conditions and Regional Permit Conditions will be provided to you by facsimile or other electronic means per your request.

Activities which have commenced (i.e. are under construction) or are under contract to commence in reliance upon an NWP will remain authorized provided the activity is completed within twelve months of the date of an NWP's expiration, modification, or revocation, unless

discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5 (c) or (d). Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

You should carefully note that this NWP authorization is based upon your agreement to comply with the terms and conditions of this NWP including any and all attached project specific special conditions listed below. Initiation of any authorized work shall constitute your agreement to comply with all of the NWP's conditions. You should also note that the authorized work may be subject to periodic inspections by a representative of this office. The verification of a Nationwide Permit including all general and special conditions is not subject to appeal.

#### **PROJECT SPECIFIC SPECIAL CONDITIONS:**

1. All work performed in association with the above noted project shall be conducted in accordance with the attached project plans identified as E-1 through E-8; E-1 entitled "Properties Eligible for Current SBABP Buyout", dated 12 July 2018, and prepared by NJDEP; E-2 entitled "Properties Within Project Area", dated 12 July 2018, and prepared by NJDEP; E-3 entitled "Blue Acres Overall Map 1 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.; E-4 entitled "Blue Acres Overall Map 2 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.; E-5 entitled "Blue Acres Overall Map 3 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.; E-6 entitled "Blue Acres Overall Map 4 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.; E-7 entitled "Blue Acres Overall Map 5 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.; and E-8 entitled "Blue Acres Overall Map 6 of 6", dated 11 August 2017, and prepared by Maser Consulting, P.A.
2. Construction activities shall not result in the permanent disturbance or alteration of greater than approximately 4.4-acres of waters of the United States.
3. Any deviation in construction methodology or project design from that shown on the above noted drawings or repair plan must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified prior to the commencement of authorized work by completing and signing the enclosed Notification/ Certification of Work Commencement Form (Enclosure 1). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed Notification/Certification of Work Completion/Compliance Form (Enclosure 2). All notifications required by this condition shall be in writing. The Notification of Commencement of work may be sent to this office by facsimile or other electronic means; all other notification shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall



cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. To ensure compliance with Regional Condition - 6 (G-6), to protect diadromous fish migrations and spawning, in-water work shall **NOT** be performed between 01 March and 30 June of any given calendar year.

7. The permittee and their agents shall not store or stage construction materials or equipment within existing wetlands.

Also enclosed is a pre-addressed postal card (Enclosure 3) soliciting your comments on the processing of your application. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. If you should have any questions regarding this matter, please contact Mr. Robert Youhas of my staff at 215-656-6729 or write to the above address.

Sincerely,

A handwritten signature in cursive script, reading "Edward E. Bonner".

Edward E. Bonner  
Chief, Regulatory Branch

Enclosures



# PROJECT PLANS

"PROPERTIES ELIGIBLE FOR CURRENT SBABP BUYOUT"

NAP-2018-00318-95





"PROPERTIES WITHIN PROJECT AREA"

NAP-2018-00318-95



E-2





---





**MASER**  
INCORPORATED  
1000 ROUTE 100, SUITE 100  
MANTON, NJ 08053  
TEL: 609.398.1111  
FAX: 609.398.1112  
WWW.MASERINC.COM

**80**

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF LAND ACQUISITION

DATE	DESCRIPTION	BY	CHKD
10/1/18	REVISION 1	MB	MB
10/1/18	REVISION 2	MB	MB
10/1/18	REVISION 3	MB	MB
10/1/18	REVISION 4	MB	MB
10/1/18	REVISION 5	MB	MB
10/1/18	REVISION 6	MB	MB
10/1/18	REVISION 7	MB	MB
10/1/18	REVISION 8	MB	MB
10/1/18	REVISION 9	MB	MB
10/1/18	REVISION 10	MB	MB

**MICHAEL F. BURNS**  
LAND SURVEYOR  
LICENSE NO. 123456789

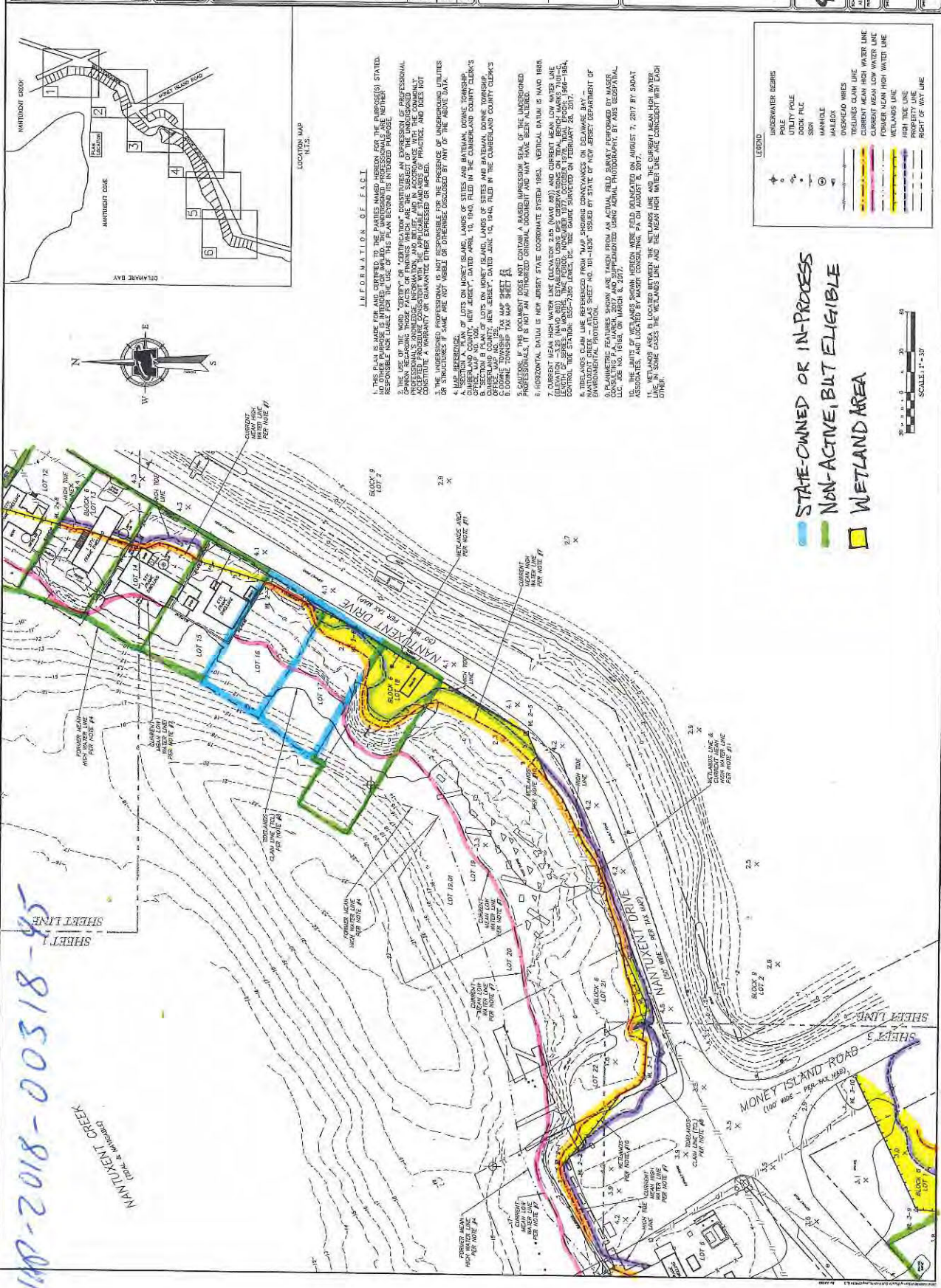
**BLUE ACRES OVERALL MAP**  
FOR  
**DELAWARE RIVER ACQUISITIONS**  
N.J.D.E.P.

**DOWNE TOWNSHIP**  
**CUMMINS COUNTY**  
**NEW JERSEY**

DATE: 10/1/18  
BY: MB  
CHKD: MB

**BLUE ACRES OVERALL MAP**

2 of 6



NAD-2018-00318-95-  
 81500-8102-20N  
 SHEET 1  
 SHEET LINE  
 NANTUXENT CREEK  
 ( creek, unnamed)

E-4



**MASER**  
LAND SURVEYING & ENGINEERING, INC.  
1000 ROUTE 100, SUITE 100  
MANTOLoking, NJ 08859  
Tel: 908.233.1100  
Fax: 908.233.1101  
www.maser-surveying.com

**PROJECT INFORMATION**

PROJECT NAME: DELAWARE RIVER ACQUISITIONS N.J.D.E.P.

CLIENT: DELAWARE RIVER ACQUISITIONS N.J.D.E.P.

DATE: 04/17

DRAWN BY: MICHAEL F. BURNS

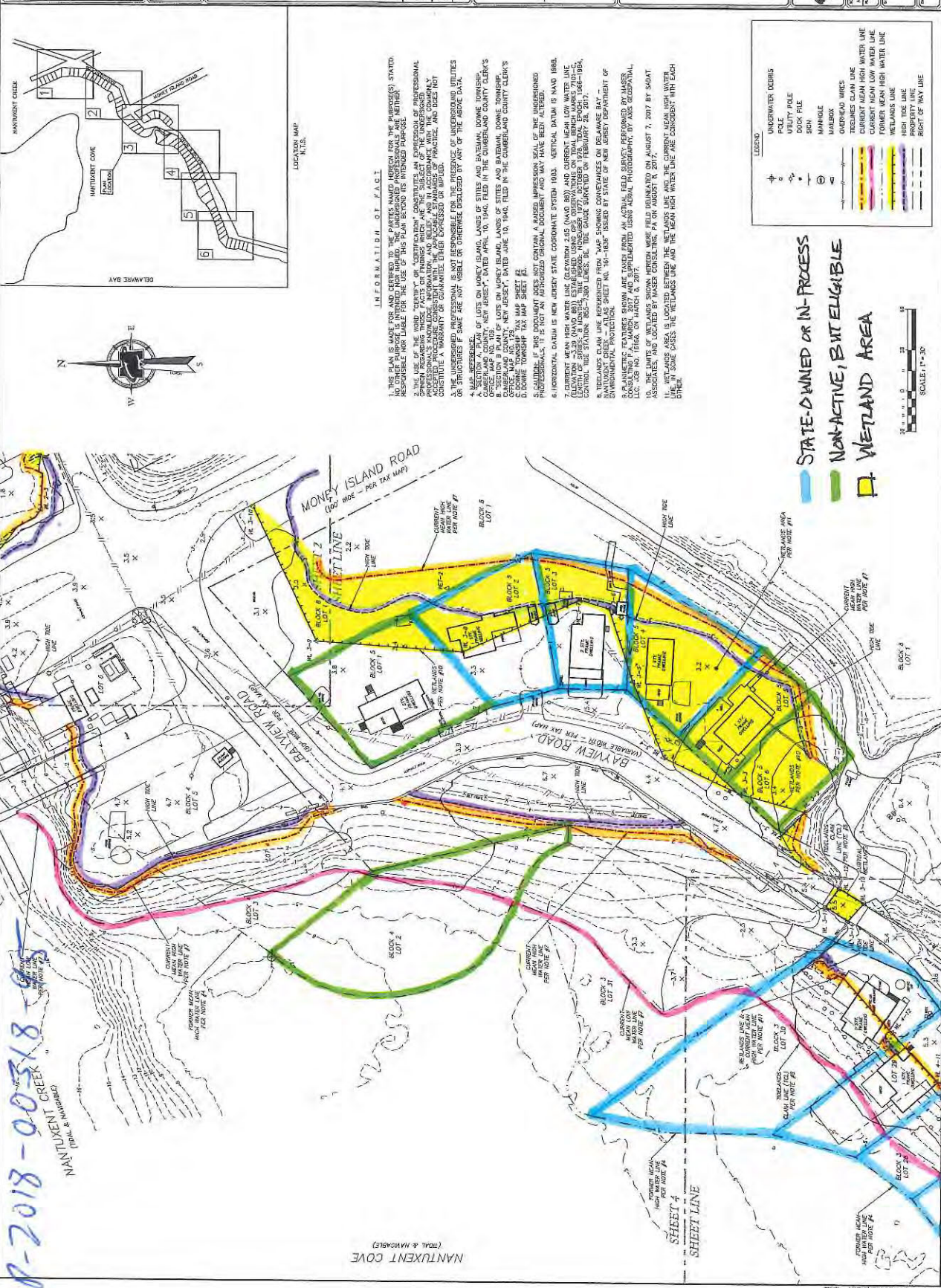
CHECKED BY: [Signature]

SCALE: 1" = 30'

**BLUE ACRES OVERALL MAP**

FOR DELAWARE RIVER ACQUISITIONS N.J.D.E.P.

3 of 6



**INFORMATION OF FACT**

1. THIS PLAN IS MADE FOR AND OFFERED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

2. THE LINE OF THE "PROPERTY" OR "ACQUISITION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL JUDGMENT. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

3. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

4. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

5. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

6. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

7. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

8. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

9. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

10. THE PARTIES NAMED HEREON ARE NOT TO BE BOUND BY THIS PLAN FOR ANY OTHER PURPOSE.

**LEGEND**

- UNDERWATER DEBRIS
- POLE
- UTILITY POLE
- DOCK PILE
- MANHOLE
- OVERHEAD WIRE
- TREES/CLAIM LINE
- CURRENT MEAN HIGH WATER LINE
- CURRENT MEAN LOW WATER LINE
- FORMER MEAN HIGH WATER LINE
- FORMER MEAN LOW WATER LINE
- WETLANDS LINE
- WETLANDS CLAIM LINE
- PROPERTY LINE
- RIGHT OF WAY LINE

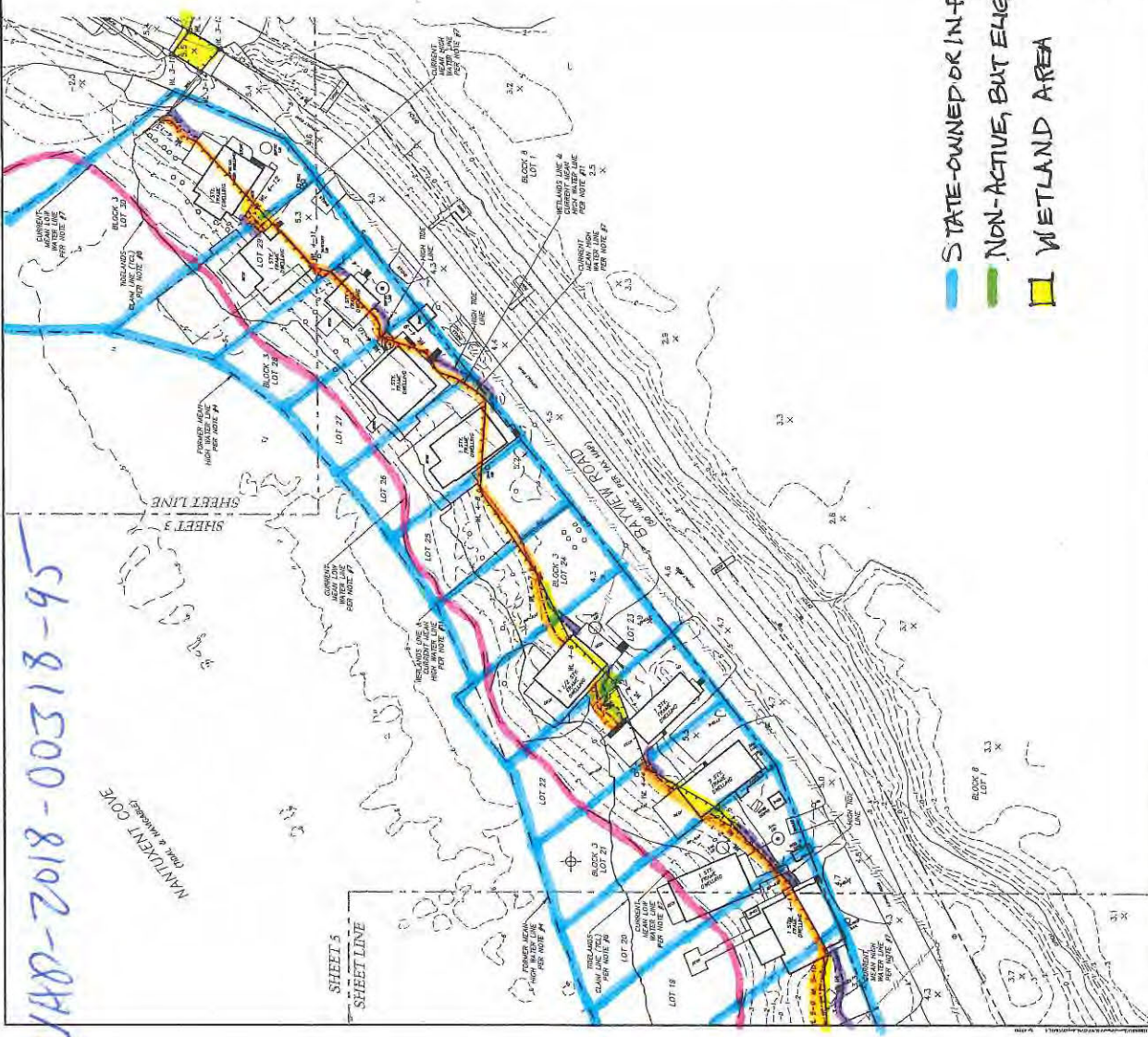
STATE OWNED OR IN-PROCESS  
NON-ACTIVE, BUT ELIGIBLE  
WETLAND AREA

N48-2018-00318-95

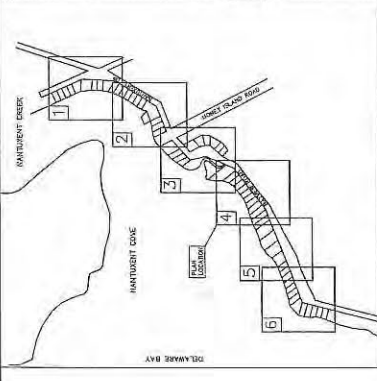
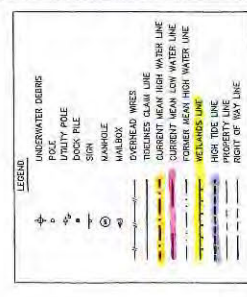
E-5



NAD-2018-00318-95



- STATE-OWNED OR IN-PROCESS
- NON-ACTIVE, BUT ELIGIBLE
- WETLAND AREA



**MASER**  
INCORPORATED  
1000 N. 10TH ST.  
SUITE 100  
NANTUCKET, MA 02546  
TEL: 508/824-1111  
WWW.MASERINC.COM

**811**  
UNIVERSITY OF MASSACHUSETTS  
LAND MANAGEMENT  
1000 N. 10TH ST.  
SUITE 100  
NANTUCKET, MA 02546  
TEL: 508/824-1111  
WWW.MASERINC.COM

NO.	DATE	REVISION
1	01/11/18	ISSUED FOR PERMIT
2	02/14/18	REVISED FOR PERMIT
3	03/14/18	REVISED FOR PERMIT
4	04/14/18	REVISED FOR PERMIT
5	05/14/18	REVISED FOR PERMIT
6	06/14/18	REVISED FOR PERMIT
7	07/14/18	REVISED FOR PERMIT
8	08/14/18	REVISED FOR PERMIT
9	09/14/18	REVISED FOR PERMIT
10	10/14/18	REVISED FOR PERMIT
11	11/14/18	REVISED FOR PERMIT
12	12/14/18	REVISED FOR PERMIT

**MICHAEL F. BURNS**  
LAND SURVEYOR  
1000 N. 10TH ST.  
SUITE 100  
NANTUCKET, MA 02546  
TEL: 508/824-1111  
WWW.MASERINC.COM

**BLUE ACRES OVERWATER MAP**  
FOR  
**DELAWARE RIVER ACQUISITIONS**  
NJDEP.

**DOWNE TOWNSHIP CUMBERLAND COUNTY NEW JERSEY**

**BLUE ACRES OVERWATER MAP**

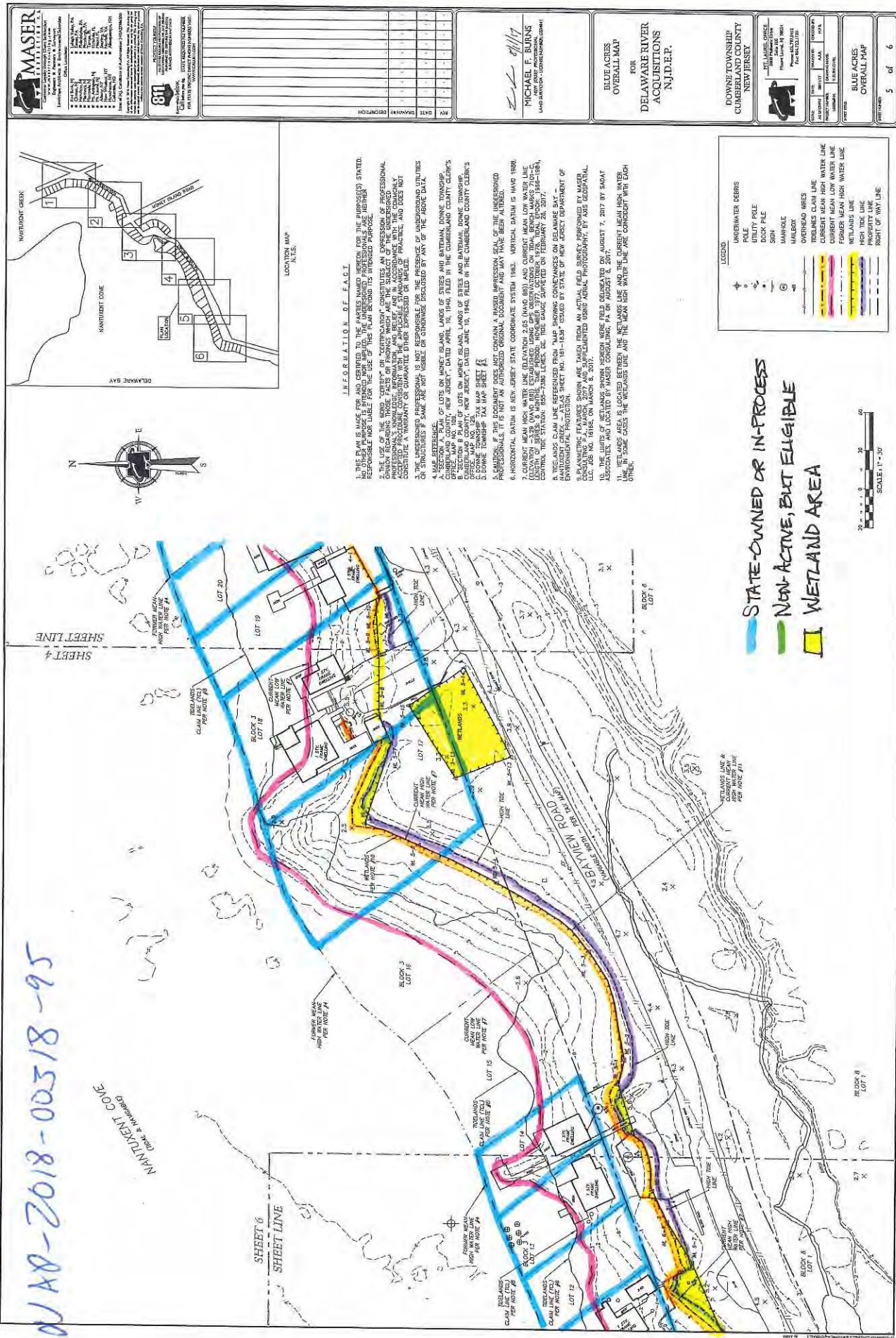
4 of 6

E-6



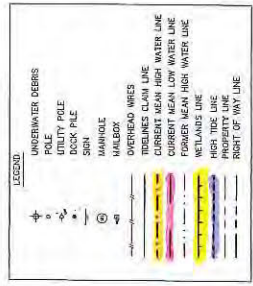
DA8-2018-00318-95

NANTUCKET COVE  
PARK & MARINA



STATE-OWNED OR IN-PROCESS  
NON-ACTIVE, BUT ELIGIBLE  
WETLAND AREA

SCALE: 1" = 30'



**INFORMATION OF FACT**

1. THIS PLAN IS MADE FOR AND SUBMITTED TO THE PARTIES NAMED HEREON FOR THE PURPOSES STATED. THE PARTIES HEREBY AGREE TO HOLD THE MASER ENGINEERING, INC. HARMLESS FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY OF THEM IN CONNECTION WITH THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

2. THE USE OF THE WORD "CERTIFICATE" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION BY MASER ENGINEERING, INC. AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION, DATA, AND RECORDS PROVIDED TO MASER ENGINEERING, INC. BY THE CLIENT. MASER ENGINEERING, INC. DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION, DATA, AND RECORDS PROVIDED TO MASER ENGINEERING, INC. BY THE CLIENT.

3. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT USABLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.

4. A SECOND PLAN OF LOTS ON MONEY ISLAND, LANDS OF STATES AND BATHMAN, DOWNE TOWNSHIP, CUMBERLAND COUNTY, NEW JERSEY, DATED APRIL 10, 1944, FILED IN THE CUMBERLAND COUNTY CLERK'S OFFICE, MAP NO. 10,144, IS HEREBY REFERRED TO AS THE "1944 PLAN".

5. DOWNE TOWNSHIP TAX MAP SHEET #1

6. IF THE DOCUMENT DOES NOT CONTAIN A MAILED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

7. PERSONAL DATA IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 83.

8. THE PARTIES HEREBY AGREE TO HOLD MASER ENGINEERING, INC. HARMLESS FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY OF THEM IN CONNECTION WITH THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

9. THE PARTIES HEREBY AGREE TO HOLD MASER ENGINEERING, INC. HARMLESS FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY OF THEM IN CONNECTION WITH THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

10. THE PARTIES HEREBY AGREE TO HOLD MASER ENGINEERING, INC. HARMLESS FOR ANY AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY OF THEM IN CONNECTION WITH THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

11. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

12. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

13. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

14. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

15. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

16. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

17. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

18. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

19. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

20. WETLANDS AREA IS LOCATED BETWEEN THE WETLANDS LINE AND THE CURRENT MEAN HIGH WATER LINE.

**MASER ENGINEERING, INC.**  
Professional Engineer  
New Jersey State License No. 12345  
Address: 123 Main Street, Suite 100, Newark, NJ 07102  
Phone: (973) 123-4567  
Fax: (973) 123-4568  
Email: info@masereng.com  
Website: www.masereng.com

DATE: 08/17  
BY: MICHAEL F. BURNS  
LAND SURVEYOR LICENSE NO. 12345

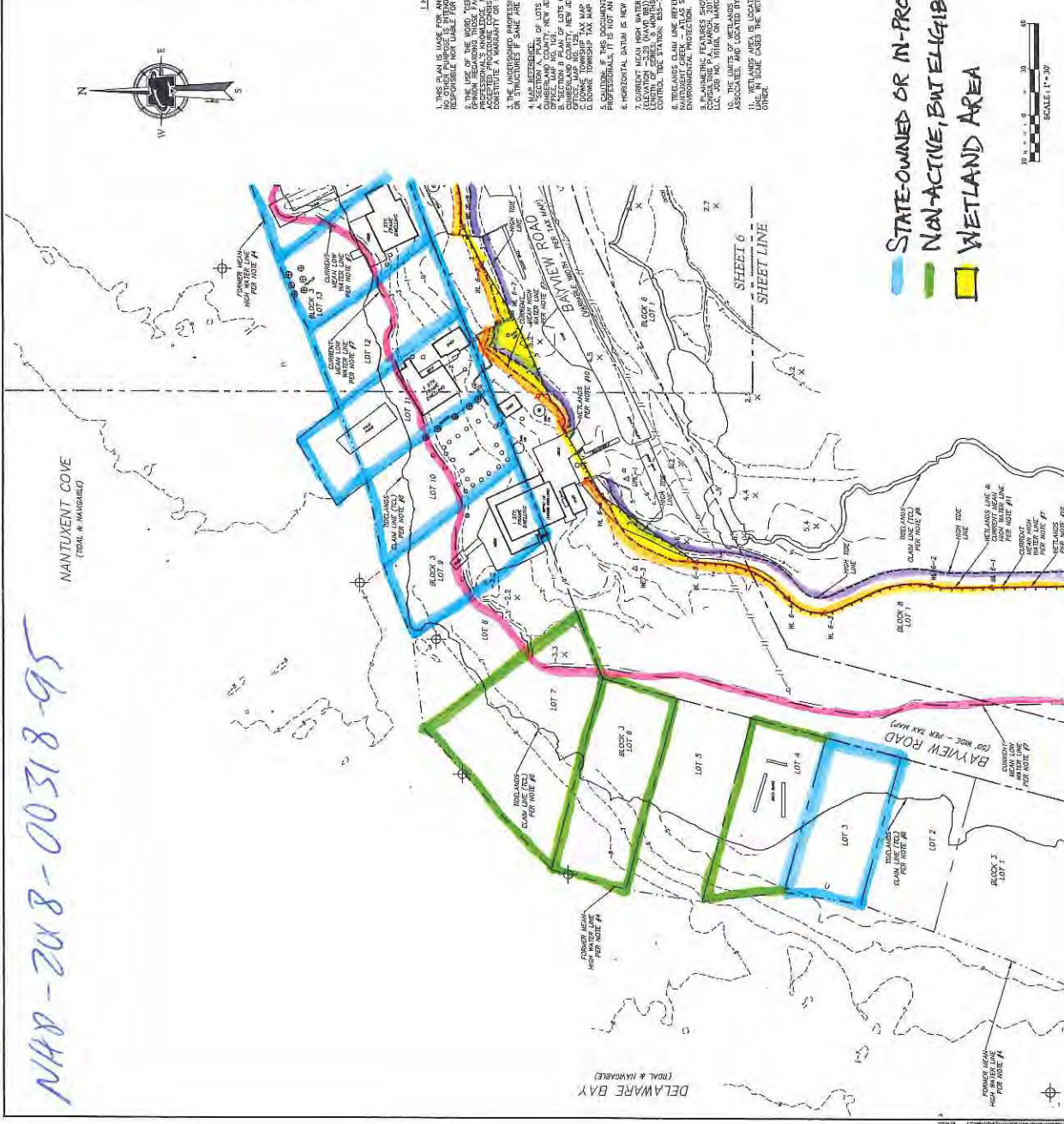
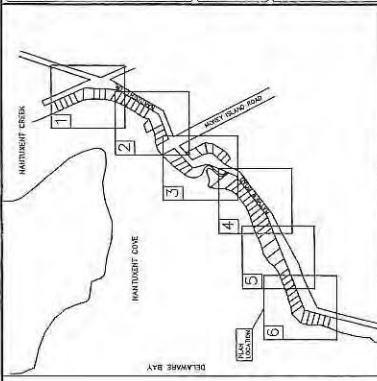
BLUE ACRES  
OVERALL MAP  
FOR  
DELAWARE RIVER  
ACQUISITIONS  
N.J.D.E.P.

DOWNE TOWNSHIP  
CUMBERLAND COUNTY  
NEW JERSEY

STANDARD MAP  
1" = 30'

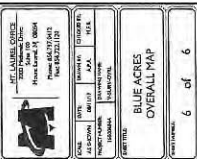
BLUE ACRES  
OVERALL MAP  
5 of 6



[illegible][illegible][illegible]

BLUE ACRES  
OVERALL MAP  
FOR  
DELAWARE RIVER  
ACQUISITIONS  
N.J.D.E.P.

DOWNE TOWNSHIP  
CLUMBERLAND COUNTY



STATE-OWNED OR IN-PROCESS  
NON-ACTIVE, BUT ELIGIBLE  
WETLAND AREA

# ENCLOSURE 1

NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OP-R-2018-00318-95  
Name of Permittee: NJDEP Blue Acres Program  
Project Name: Demolition and Removal of Structures at Money Island in Downe Township, Cumberland County, New Jersey  
Waterway: Nantuxent Creek, Nantuxent Cove, and Delaware Bay  
County: Cumberland State: New Jersey  
Compensation/Mitigation Work Required: Yes ☐ No ☒

TO: U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building – 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

I have received authorization to: perform maintenance activities in Nantuxent Creek, Nantuxent Cove, and Delaware Bay at Money Island in Downe Township, Cumberland County, New Jersey. Specifically, demolition and removal of existing structures within Waters of the U.S. shall be undertaken.

The work will be performed by:

Name of Person or Firm: \_\_\_\_\_

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

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about \_\_\_\_\_ and should be completed on or about \_\_\_\_\_.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

\_\_\_\_\_  
Permittee (Signature and Date)

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

\_\_\_\_\_  
Contractor (Signature and Date)

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

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office prior to commencing work.

# ENCLOSURE 2

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OP-R-2018-00318-95  
Name of Permittee: NJDEP Blue Acres Program  
Name of Contractor: \_\_\_\_\_  
Project Name: Demolition and Removal of Structures at Money Island in Downe  
Township, Cumberland County, New Jersey  
County: Cumberland State: New Jersey  
Waterway: Nantuxent Creek, Nantuxent Cove, and Delaware Bay

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390  
Attention: CENAP-OP-R

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on \_\_\_\_\_.

The authorized work was completed on \_\_\_\_\_.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

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

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

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

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

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading; sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Permittee

# ENCLOSURE 3



Department of the Army  
U.S. Army Corps of Engineers  
Philadelphia District  
Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3390

U.S. ARMY CORPS OF ENGINEERS  
PHILADELPHIA DISTRICT  
**ATTN: REGULATORY BRANCH**  
WANAMAKER BUILDING  
100 PENN SQUARE EAST  
PHILADELPHIA, PA 19107-3390



**US Army Corps  
of Engineers**  
Philadelphia District

This card is being sent to solicit your views and comments concerning the recent processing of your permit application. Any input, positive or otherwise, on procedures, timeliness, fairness, etc., would be appreciated.

Please write your comments in the space provided and return the card to the Philadelphia District.

Thank You

FILE NUMBER: CENAP-OP-R-2018-0318-95

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
-- DETACH UPPER PORTION OF CARD --

Department of the Army  
U.S. Army Corps of Engineers  
Philadelphia District  
Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3390







# FEMA

U.S. Department of Homeland Security  
NJ Sandy Recovery Office  
FEMA-4086-DR-NJ  
260 Industrial Way West  
Eatontown, NJ 07724

## Memorandum

**To:** Claude Hyacinthe, Mitigation Branch Director

**From:** Robert J. Lore, Environmental Planning and Historic Preservation Branch Director

**Date:** August 18, 2015

**RE:** National Environmental Policy Act (NEPA) Compliance Review for 57 Private Property Acquisition and Demolition Activities in Downe Township– HMGP List Provided on February 25, 2015

FEMA has completed its NEPA compliance review for 57 HMGP locations. Locations and specified undertakings at those locations were provided by Sandy Blick on February 25, 2015 for properties located in Downe Township. **To date, this memorandum provides verification of NEPA compliance for 57 of 57 proposed HMGP locations and associated undertakings submitted by Hazard Mitigation to EHP for review. Those HMGP locations or acquisitions and undertakings that have received verification of NEPA compliance are listed in Table 1 (below).**

Municipality	Number	Street	Type of Work
Downe Twp.	102	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	104	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	108	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	110	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	114	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	116	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	118	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	120	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	122	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	124	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	134-136	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	138	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	142	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	144	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	146	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	148	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	150	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	152	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	154	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	156	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	158	Bayview Road	HMGP Acquisition/Demolition

Downe Twp.	160	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	162	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	164	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	173	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	175	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	177	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	179	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	180-182	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	181	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	183	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	184	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	186	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	188	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	192	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	202	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	204	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	206-212	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	206-212	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	214	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	216	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	218	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	220	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	222	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	224	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	226	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	228	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	232	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	234	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	236-238	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	244	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	246	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	248	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	250	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	306	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	N/A	E. Nantuxent Dr	HMGP Acquisition/Demolition

**Table 1: 57 HMGP locations in Downe Township – EHP review complete.**

This Memorandum provides verification of NEPA compliance for those properties and specified undertakings specified in Table 1 only. Properties provided by Hazard Mitigation but not listed in this Table require further NEPA compliance reviews. EHP is currently in the process of completing these reviews and final clearance for the remaining properties will be issued through separate Memorandum.

## **ANALYSIS & CONCLUSIONS:**

### **National Environmental Policy Act (NEPA) and Other Environmental Laws**

The properties in Table 1 have been determined to be Categorically Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). A Record of Environmental Consideration has been attached to document compliance with all other Federal Laws and Executive Orders. Any conditions required to remain in compliance with all federal, state, and local laws regarding HMGP activities are noted in the below conditions section.

### **National Historic Preservation Act (NHPA)**

The properties listed in Table 1 above have been reviewed in accordance with Section 106 of the National Historic Preservation Act.

For standing structures (above ground historic properties), it has been determined that none of the properties in Table 1 are listed in or eligible for listing in the National Register of Historic Places.

For archaeological resources (below ground historic properties), Green Acres agreed to adhere to the Best Practices for Lower Impact Debris Removal and Demolitions on June 21, 2013. FEMA and the New Jersey State Historic Preservation Office (SHPO) are in agreement that the effects of demolition and debris removal activities do not have to be determined for historic properties of an archaeological nature if the Applicant and the Applicant's contractor adhere to the Best Practices mentioned above.

FEMA has also determined that there are no previously recorded archaeological sites in the HMGP locations listed in Table 1 and therefore will not require archaeological monitoring for any HMGP locations. However, FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with the Best Practices for Lower Impact Debris Removal and Demolitions.

## **CONDITIONS**

- **Failure to comply with any of these conditions or Best Practices for Lower Impact Debris Removal and Demolition may jeopardize the Applicant's receipt of federal funding.**
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- To the extent practicable, encroachment on wetlands and waterways must be avoided during demolition activities. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. The applicant will include these conditions in instructions to the demolition contractor.



- Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (*i.e.* asbestos, lead-based paint) or household hazardous waste.
- Applicant must comply with all applicable district solid waste management plans, solid waste and recycling regulations.
- Endangered Species Act & Migratory Bird Treaty Act: 1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10th 2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area. 3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990. 4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.
- Clean Water Act: Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA. 2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC). 3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.
- Coastal Zone Management Act & Section II: B: E.O11990 Wetlands: Applicant must follow conditions and reporting requirements of all permits. 1. If work is being done above the mean high water line, a CAFRA Individual Permit will be required. 2. If work is below the mean high water line, a Waterfront Development Individual Permit will be required. 3. If work is in mapped coastal wetlands, a Coastal Wetlands Permit is required.
- Magnuson - Stevens Fishery Conservation & Management Act: 1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek. 2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction). 3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project. 4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.
- Resource Conservation and Recovery Act: Solid and hazardous waste including, but not limited to, asphalt for driveways, roof shingles, sheetrock, lead paint and asbestos materials must be properly handled and disposed in a waste disposal facility approved by the State.

- E.O.11990 Wetlands: The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
- Follow all conditions and stipulations laid out in the Best Practices for Lower Impact Debris Removal and Demolition dated June 11, 2013 and agreed upon by the New Jersey State Historic Preservation Office on June 21, 2013 (SHPO project # 13-1256).
- Follow all conditions and stipulations laid out in the Record of Environmental Compliance.

#### **ATTACHMENTS**

- See Record of Environmental Consideration, Downe Twp., Cumberland Co., 8/17/15

## **Record of Environmental Consideration**

See 44 Code of Federal Regulation Part 10.

**Project Name/Number:** 57 properties located on Bayview Road and Nantuxent Drive, referenced in NEPA Compliance Memo dated 8/17/15

**Project Location:** Downe Township, Cumberland County, New Jersey 08345

**Project Description:** Hazard Mitigation Grant Program (HMGP) Acquisitions

### **Documentation Requirements**

- ☐ No Documentation Required **(Review Concluded)**
- ☐ **(Short version)** All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. **(Review Concluded)**
- ☒ **(Long version)** All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

### **National Environmental Policy Act (NEPA) Determination**

- ☐ Statutory Exclusion from NEPA review. **(Review Concluded)**
- ☒ Categorical Exclusion - Category XII Type
- ☒ No Extraordinary Circumstances exist.
- Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Extraordinary Circumstances exist (See Section IV).
- ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Environmental Assessment required. See FONSI for determination, conditions and approval.
- ☐ Environmental Assessment required. See FONSI for determination, conditions and approval.

**Comments:** Acquisition of properties, associated demolition/removal, and the restoration of the aforementioned land is from a willing seller. The buyer coordinated the acquisition planning with affected authorities and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices.



## Reviewer and Approvals

FEMA Environmental Reviewer

Name: Allison Shiffner

Signature Allison Shiffner Date 8/17/15

FEMA Historic Reviewer

Name: Cindy Thomack, Historic Preservation Specialist

Signature Cindy Thomack Date 8/17/15

FEMA Environmental and Historic Preservation Branch Director

Name: Emily L. Hodecker for Robert J. Lore

Signature Emily L. Hodecker For Robert J. Lore Date 8/18/2015

## I. Compliance Review for Environmental Laws (other than NEPA)

### A. National Historic Preservation Act

- ☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**  
☐ Applicable executed Programmatic Agreement. May 2, 2013 Otherwise, conduct standard Section 106 review.  
☐ Activity meets Programmatic Allowance #  
Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**

### HISTORIC BUILDINGS AND STRUCTURES

- ☐ No historic properties 50 years or older in project area. **(Review Concluded)**  
☒ Building or structure 50 years or older in project area and activity not exempt from review.  
☒ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments  
☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)  
☐ Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

### ARCHEOLOGICAL RESOURCES

- ☐ Project affects only previously disturbed ground. **(Review Concluded)**  
☒ Project affects undisturbed ground.  
☐ Project area has no potential for presence of archeological resources  
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**  
☒ Project area has potential for presence of archeological resources  
☒ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required ☒ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Determination of historic properties affected  
☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).



- Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ Resolution of Adverse Effect completed. (MOA on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

*Comments:* FEMA finds and the SHPO concurs there are no historic properties located within the Area of Potential Effect (APE) of this project. See attached correspondence H2015-072 dated 08/10/2015. Consultation under Section 106 of the National Historic Preservation Act is concluded. See attached Best Practices for Lower Impact Debris Removal & Demolition concurrence dated June 21, 2013.

*Conditions:*

*Correspondence/Consultation/Reference:* SHPO Concurrence letter dated 08/10/2015

## B. Endangered Species Act

- ☐ No listed species and/or designated critical habitat present in the action area. **(Review Concluded)**
- ☒ Listed species and/or designated critical habitat present in the action area.
- ☐ No effect to species or designated critical habitat. (See comments for justification) **(Review Concluded)**
- ☒ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**
- ☐ Likely to adversely affect species or designated critical habitat
- ☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* FEMA, in consultation with the United States Fish and Wildlife Service (USFWS), has determined the proposed undertaking is not likely to adversely affect federally listed or candidate species or designated critical habitat when recommended conservation measures are followed. See attached correspondence dated 06/29/2015.

*Conditions:*

1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10<sup>th</sup>
2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area.
3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.

*Correspondence/Consultation/Reference:* USFWS Concurrence Letter Dated 6/29/15

## C. Coastal Barrier Resources Act

- ☒ Project is not located in Coastal Barriers Resource System or Otherwise Protected Area.
- ☐ Project does not affect a coastal barrier within the COBRA System (regardless of in or out) **(Review Concluded)**
- ☐ Project is located in a coastal barrier system and/or affects a coastal barrier. (FEMA determination/USFWS consultation on file)
- ☐ Proposed action an exception under Section 3505.a.6? **(Review Concluded)**
- ☐ Proposed action not excepted under Section 3505.a.6.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:*

*Correspondence/Consultation/References:*

## D. Clean Water Act

- ☐ Project site located outside of and would not affect any waters of the U.S. **(Review Concluded)**
- ☒ Project site located in or would affect waters, including wetlands, of the U.S.

- ☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**  
☒ Project requires Section 404/401/10 permit, including qualification under Nationwide Permits.  
Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* The activity described in the scope of work may be authorized by the existing US Army Corps of Engineers (USACE) Nationwide Permits #22 and #27. The sub grantee shall contact U.S. Army Corps of Engineers, Philadelphia District, Regulatory Branch at 100 Penn Square East Wanamaker Building Philadelphia, PA 19107 or (215) 656-6728, for project specific requirements. The sub grantee shall comply with USACE application and reporting requirements and comply with all conditions of the permit.

*Conditions:*

1. Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA.
2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC).
3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.

*Correspondence/Consultation/References:* Email Correspondence with Sam Reynolds, Chief, Application Section II, Regulatory Branch, Philadelphia District, United States Army Corps dated 6/25/15

## E. Coastal Zone Management Act

- ☐ Project is not located in a coastal zone area – **(Review concluded)**  
☒ Project is located in a coastal zone area and/or affects the coastal zone  
☐ State administering agency does not require consistency review. **(Review Concluded)**  
☒ State administering agency requires consistency review.  
Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Per NJDEP Division of Land Use Regulation, the proposed undertaking will require a CAFRA Individual Permit for work above the mean high water line, a Waterfront Development Individual Permit for work below the mean high water line, and a Coastal Wetlands Permit for work in mapped coastal wetlands. Applicant must contact NJDEP, Division of Land Use Regulation, to obtain required permits before starting work.

*Conditions:* Applicant must follow conditions and reporting requirements of all permits.

*Correspondence/Consultation/Reference:* Email correspondence with Kara Turner, Department of Land Use, New Jersey Department of Environmental Protection, on 7/22/15

## F. Fish and Wildlife Coordination Act

- ☒ Project is not located in or affects a waterway/body of water. **(Review Concluded)**  
☐ Project affects, controls, or modifies a waterway/body of water.  
☐ Coordination with USFWS conducted  
☐ No Recommendations offered by USFWS. **(Review Concluded)**  
☐ Recommendations provided by USFWS.  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* This law is not applicable.

*Correspondence/Consultation/References:*

## G. Clean Air Act

- ☒ Project will not result in permanent air emissions. **(Review Concluded)**  
☐ Project is located in an attainment area. **(Review Concluded)**  
☐ Project is located in a non-attainment area.  
☐ Coordination required with applicable state administering agency..  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:*

*Correspondence/Consultation/References:*

## H. Farmlands Protection Policy Act

- ☒ Project does not affect prime or unique farmland. **(Review Concluded)**



- ☐ Project causes unnecessary or irreversible conversion of prime or unique farmland.
- ☐ Coordination with Natural Resource Conservation Commission required.
- ☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

### I. Migratory Bird Treaty Act

- ☐ Project not located within a flyway zone. **(Review Concluded)**
- ☒ Project located within a flyway zone.
- ☐ Project does not have potential to take migratory birds. **(Review Concluded)**
- ☒ Project has potential to take migratory birds.
- ☒ Contact made with USFWS
- Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

Comments: FEMA, in consultation with the United States Fish and Wildlife Service (USFWS), has determined the proposed undertaking is not likely to adversely affect federally listed or candidate species or designated critical habitat when recommended conservation measures are followed. See attached correspondence dated 06/29/2015.

Conditions:

1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10th
2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area.
3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.

Correspondence/Consultation/References: USFWS Concurrence Letter dated 6/29/15

### J. Magnuson-Stevens Fishery Conservation and Management Act

- ☐ Project not located in or near Essential Fish Habitat. **(Review Concluded)**
- ☒ Project located in or near Essential Fish Habitat.
- ☐ Project does not adversely affect Essential Fish Habitat. **(Review Concluded)**
- ☒ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
- ☐ NOAA Fisheries provided no recommendation(s) **(Review Concluded)**.
- ☒ NOAA Fisheries provided recommendation(s)
- ☐ Written reply to NOAA Fisheries recommendations completed.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: Pursuant to the Magnuson Stevenson Fisheries Conservation and Management Act, in consultation with the National Oceanic and Atmospheric Agency/National Marine Fisheries Service (NOAA/NMFS) dated August 12<sup>th</sup> 2015, FEMA has determined that the undertaking is not likely to adversely affect any species or designated critical habitat when the conservation measures listed in the attached correspondence are performed.

Conditions:

1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek.
2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction).
3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project.
4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.

Correspondence/Consultation/References: Email correspondence with Karen Green, Fisheries Biologist, Habitat Conservation Division, National Marine Fishery on 8/12/15

## K. Wild and Scenic Rivers Act

- ☒ Project is not along and does not affect Wild or Scenic River - **(Review Concluded)**  
☐ Project is along or affects Wild or Scenic River  
☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.**  
(NPS/USFS/USFWS/BLM consultation on file)  
☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

## L. Other Relevant Laws and Environmental Regulations

### 1. Resource Conservation and Recovery Act (RCRA)

*Conditions:* Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (i.e. asbestos, lead-based paint) or household hazardous waste.

### 2. State Hazardous Materials and Solid Waste Laws

*Comment:* Work involves removal, staging, transporting, and/or disposal of debris.

*Conditions:* Applicant must comply with all applicable district solid waste management plans, solid waste and recycling regulations.

## II. Compliance Review for Executive Orders

### A. E.O. 11988 - Floodplains

- ☐ Outside Floodplain and No Effect on Floodplains/Flood levels - **(Review Concluded)**  
☒ Located in Floodplain or Effects on Floodplains/Flood levels  
☐ No adverse effect on floodplain or can be adversely affected by the floodplain. **(Review Concluded).**  
☒ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**  
☐ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment  
☐ 8 Step Process Complete - documentation on file  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Property acquisition, removal of structures, and the restoration of the aforementioned land to open space, will restore the floodplain's natural and beneficial functions and values.

Correspondence/Consultation/References:

### B. E.O. 11990 - Wetlands

- ☐ Outside Wetland and No Effect on Wetland(s) - **(Review Concluded)**  
☒ Located in Wetland or effects Wetland(s)  
☒ Beneficial Effect on Wetland - **(Review Concluded)**  
☐ Possible adverse effect associated with constructing in or near wetland  
☐ Review completed as part of floodplain review  
☐ 8 Step Process Complete - documentation on file  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Per NWI/NJDEP project is located in or adjacent to a wetland. Property acquisition and removal of the structure will allow land to be returned to open space; thus restoring its natural and beneficial functions.

*Conditions:* The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.



Correspondence/Consultation/References:

### C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

- ☒ No Low income or minority population in, near or affected by the project - **(Review Concluded)**  
☐ Low income or minority population in or near project area  
☐ No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**  
☐ Disproportionately high or adverse effects on low income or minority population  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

### III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:

Correspondence/Consultation/References:

### IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

\* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

#### Yes

- ☐ (i) Greater scope or size than normally experienced for a particular category of action  
☐ (ii) Actions with a high level of public controversy  
☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;  
☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;  
☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;  
☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;  
☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;  
☐ (viii) Potential for adverse effects on health or safety; and  
☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.  
☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

## **V. Environmental Review Project Conditions**

### **Standard Conditions**

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

### **Special Conditions**

1. Section I: B: Endangered Species Act & Section I: I Migratory Bird Treaty Act: 1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10<sup>th</sup> 2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area. 3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990. 4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.
2. Section I: D – Clean Water Act: Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA. 2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC). 3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.
3. Section I: E: Coastal Zone Management Act & Section II: B: E.O.11990 Wetlands: Applicant must follow conditions and reporting requirements of all permits. 1. If work is being done above the mean high water line, a CAFERA Individual Permit will be required. 2. If work is below the mean high water line, a Waterfront Development Individual Permit will be required. 3. If work is in mapped coastal wetlands, a Coastal Wetlands Permit is required.
4. Section I: J: Magnuson - Stevens Fishery Conservation & Management Act: 1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek. 2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction). 3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project. 4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.
5. Section I: L: Resource Conservation and Recovery Act: Solid and hazardous waste including, but not limited to, asphalt for driveways, roof shingles, sheetrock, lead paint and asbestos materials must be properly handled and disposed in a waste disposal facility approved by the State.
6. Section II: B: E.O.11990 Wetlands: The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

## **VI. Archaeological Review Project Conditions**

### **Special Conditions**

1. If potential historic properties are encountered during project implementation, the contractor shall cease all ground-disturbing activities and contact FEMA at 732-804-9269 and the New Jersey Historic Preservation Office at 609-292-0061.
2. If potential human burials or skeletal remains are encountered, all ground disturbing activities in the vicinity shall cease immediately. The potential burial shall be left in place unless imminently threatened by human or natural displacement. Reversible actions such as careful obscuring and/or securing the burial(s) through backfilling of soils or other means shall be undertaken. FEMA at 732-804-9269 and the New Jersey Historic Preservation Office at 609-292-0061 shall be contacted immediately.
3. The applicant is required to notify FEMA of the method of access to each site and identify the location for all associated staging areas prior to the commencement of demolition activities.





## State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
POST OFFICE BOX 7068  
WEST TRENTON, NJ 08628-0068  
(609) 882-2000

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

GURBIR S. GREWAL  
*Attorney General*

PATRICK J. CALLAHAN  
*Colonel*

December 4, 2020

*via email*

Ms. Fawn Z. McGee  
Director Blue Acres Program  
New Jersey Department of Environmental Protection  
PO Box 420  
Trenton, New Jersey 08625

**Re: FEMA-HMGP-DR4086-NJ-533-R – NJDEP – Downe Township, Cumberland County – Acquisition and Demolition Project – Time Extension Approval**

Dear Ms. McGee:

New Jersey Office of Emergency Management (NJOEM) has received your letter dated, December 2, 2020, requesting a time extension for the acquisition and demolition project funded under HMGP-DR4086-NJ-533-R. The Federal Emergency Management Agency (FEMA) has given authorization to NJOEM to extend the Activity Completion Timeline until December 31, 2021. All other requirements and conditions contained in the most recent Amended Sub-grant Agreement and related FEMA approval letters will remain in effect through the completion of this project.

If you have any questions regarding this correspondence, please contact me at (609) 882-2000 ext. 3021 or at [Sylvia.Hastry@njsp.org](mailto:Sylvia.Hastry@njsp.org). Thank you for your continued support of New Jersey's Hazard Mitigation Program.

Sincerely,

FOR COLONEL PATRICK J. CALLAHAN

Sylvia Hastry  
Hazard Mitigation Grant Specialist  
NJ Office of Emergency Management

SH/sh



*"An Internationally Accredited Agency"*

*New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable*





Payroll Certification for Public Works Projects  
for Contractor and Subcontractor’s Weekly and Final Certification

Name of <input type="checkbox"/> Contractor or <input type="checkbox"/> Subcontractor			Business Address		Project Name		<div>SUBMIT form by email: <a href="mailto:equalpayact@dol.nj.gov">equalpayact@dol.nj.gov</a>  <b>IMPORTANT:</b> For purposes of law, you must <i>also</i> submit this form to the appropriate public body or lessor.</div>
Payroll No.			Date Wages Due & Paid		Contract I.D. or Project I.D.		
Week Ending Date			Project Location		Contractor Registration #		
or <input type="checkbox"/> Final Certification							

1.  Employee Name and Address	2. Work		3. Demographics			Straight Time or Overtime	4. Day and Date							5.  Total Hours	6.  Hourly Rate of Pay	7.		8.						9.  Net Wages Paid for Week	10.  Total Fringe Benefit Cost/Hour		
	Job Title  <i>e.g., apprentice, journeyman, foreman</i>	Work Classification/ Occupational Category  <i>e.g., carpenter, mason, plumber</i>	Sex  M Male F Female X Non-Binary	Race  See Key	Ethnicity  H Hispanic N Non-Hispanic		SU	MO	TU	WE	TH	FR	SA			Gross Amt. Earned		Deductions					Total Deductions				
							mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd			mm/dd	This Project	This Week	FICA	Withholding Tax							
							Hours worked each day																				
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					
						S																					
						O																					

KEY W= White; B= Black or African American;  
A= Asian; N= American Indian or Native Alaskan;  
I = Native Hawaiian or Pacific Islander; M= 2 or More

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11- 56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
CODE OF ETHICS FOR VENDORS

**Introduction**

The New Jersey Department of Environmental Protection Division of Coastal Engineering (NJDEP-DCE) considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDEP-DCE must avoid all situations where proprietary or financial interests or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public thus compromising the integrity of the NJDEP-DCE.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A 52:13D-12 et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be attached to every contract and agreement to which the NJDEP-DCE is a party. It shall be distributed to all parties who presently do business with the NJDEP-DCE and, to the extent feasible, to all those parties anticipating doing business with the NJDEP-DCE.

**NJDEP Code of Ethics for Vendors**

1. No vendor\* shall employ and NJDEP officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDEP officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDEP officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or

her official duties. In addition, officers or employees of the NJDEP will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

*Note: This section would permit an NJDEP officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).*

*Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.*

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

**This code is intended to augment, not to replace, existing administrative order and the current Department Code of Ethics.**

**\*Vendor** is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDEP.

---

Phil Murphy  
Governor

Sheila Y. Oliver  
Lt. Governor

Shawn M. LaTourette  
Commissioner



September 2021



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Climate and Flood Resilience  
Division of Coastal Engineering  
1510 Hooper Ave., Suite 140  
Toms River, N. J. 08753

Telephone: 732-255-0767 Fax: 732-255-0774

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

SHAWN M. LATOURETTE  
*Commissioner*

Date: August 11, 2021

To: All Interested Bidders

Re: Clarification #1  
MONEY ISLAND DEBRIS REMOVAL  
NJDEP DIVISION OF COASTAL ENGINEERING  
PROJECT NUMBER 4303-21

This clarification is being issued to the contract for the advertisement of the Money Island Debris Removal Project, Township of Downe, New Jersey as advertised on July 29, 2021.

This Clarification consists of the following:

1. Page D-2 of the Project Description and T-13 of the Technical Specifications have been modified to show:
  - a) The Contractor must coordinate with the NJDEP Division of Land Resource Protection if an active Osprey Nest is discovered within 300 meters of the project area.
  - b) The timing restriction related to horseshoe crabs has been changed to April 15 – June 30.
  - c) The timing restriction related to terrapin turtles has been changed to May 15 – August 31.
2. The Project Plans have been updated to include a Contractor Work Limit.
3. Project Questions and Answers have been provided.

Please note that security protocols have change at 1510 Hooper Avenue, Toms River, NJ 08753. All bidders must enter through the main entrance located in the front of the building and check in at the security desk. A DCE staff member will be stationed at the security desk to receive all official submissions. All bidders must adhere to Social Distancing protocols as listed within Section 3:10 of the Contract Specification and Project Advertisement.

The Bid Date for this project **shall remain Thursday, August 19, 2021 at 10:00AM (prevailing time)**. Except as amended in Clarification No. 1, all other terms and conditions of the Project Plans and Specifications remain the same.

Submit bids for this work with the understanding and full consideration of this clarification. The revisions declared in this clarification shall supersede the Specifications and Project Plans and are



an essential part of the contract. Please note that a signed copy of the “Acknowledgement of Receipt of Changes to Bid Document Form” is attached and must accompany your bid submission to be deemed complete, indicating receipt of this clarification issued for this solicitation. Failure to include this form in your bid package shall show cause for dismissal of said bid.

This clarification is being distributed to all current plan-holders via email only. If you fail to receive the Nine (9) pages (Cover Letter, Clarification Questions and Answers, modified Specification pages D-2 & T-13, updated Project Plans and Acknowledgement Form) of this Clarification No. 1, please contact Andrew McTague at [andrew.mctague@dep.nj.gov](mailto:andrew.mctague@dep.nj.gov).

Sincerely,

A handwritten signature in black ink that reads "Erick Doyle". The script is cursive and fluid.

Erick Doyle  
Manager, Bureau of Construction  
Division of Coastal Engineering  
Climate & Flood Resilience

Attachments:

4303-21 – Money Island Clarification #1 – New Specification Pages (2 pages)

4303-21 – Project Plans\_FINAL\_w CWL added (4 pages)

4303-21–Money Island Clarification #1 Questions\_and\_Answers (1 page)

Acknowledgement of Receipt Form (1 page)

order to ensure this, the Contractor shall be required to either 1) have a structural engineer licensed in the State of New Jersey evaluate and certify the structural integrity and load rating of the bridge and abutments, or 2) temporarily reinforce/bolster the bridge and abutments. Regardless of protection method, the Contractor shall be required to take pre and post construction photographs both above and below the bridge and abutments. Any damage identified as a result of the Contractor's operations prior to substantial completion of debris removal shall be repaired at no additional cost to the State. Should the Contractor decide to temporarily reinforce/bolster the bridge, these reinforcements are to be left in place until project site is demobilized.

4. Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:

1. No work in-water March 1 – June 30 to allow for migration of anadromous fish.
2. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection
3. In-water work shall be avoided from April 15 – September 15 to avoid *affecting* the sandbar shark pupping period.
4. To protect horseshoe crabs, debris removal shall be avoided from ~~March-April~~ 15 – June 30.
5. To protect terrapin turtle nesting habitat, debris removal and all other beach activities shall be avoided from May 15 – ~~August 31~~ September 15. (In addition to the timing restrictions outlined in the attached permits).

See NJDEP Permit DLUR 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review located herein.

5. The Division of Coastal Engineering (DCE or Division) permits the Contractor a maximum of fourteen (14) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety upon receipt of the Intent to Award Letter. Failure to do so could result in the Contractor's disqualification of th

Technical Specifications (2)

Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:

1. No work in-water March 1 – June 30 to allow for migration of anadromous fish.
2. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection
3. In-water work shall be avoided from April 15 – September 15 to avoid affecting the sandbar shark pupping period.
4. To protect horseshoe crabs, debris removal shall be avoided from ~~April~~March 15 – June 30.
5. To protect terrapin turtle nesting habitat, debris removal and all other beach activities shall be avoided from May 15 – ~~September 15~~August 31. (In addition to the timing restrictions outlined in the attached permits).

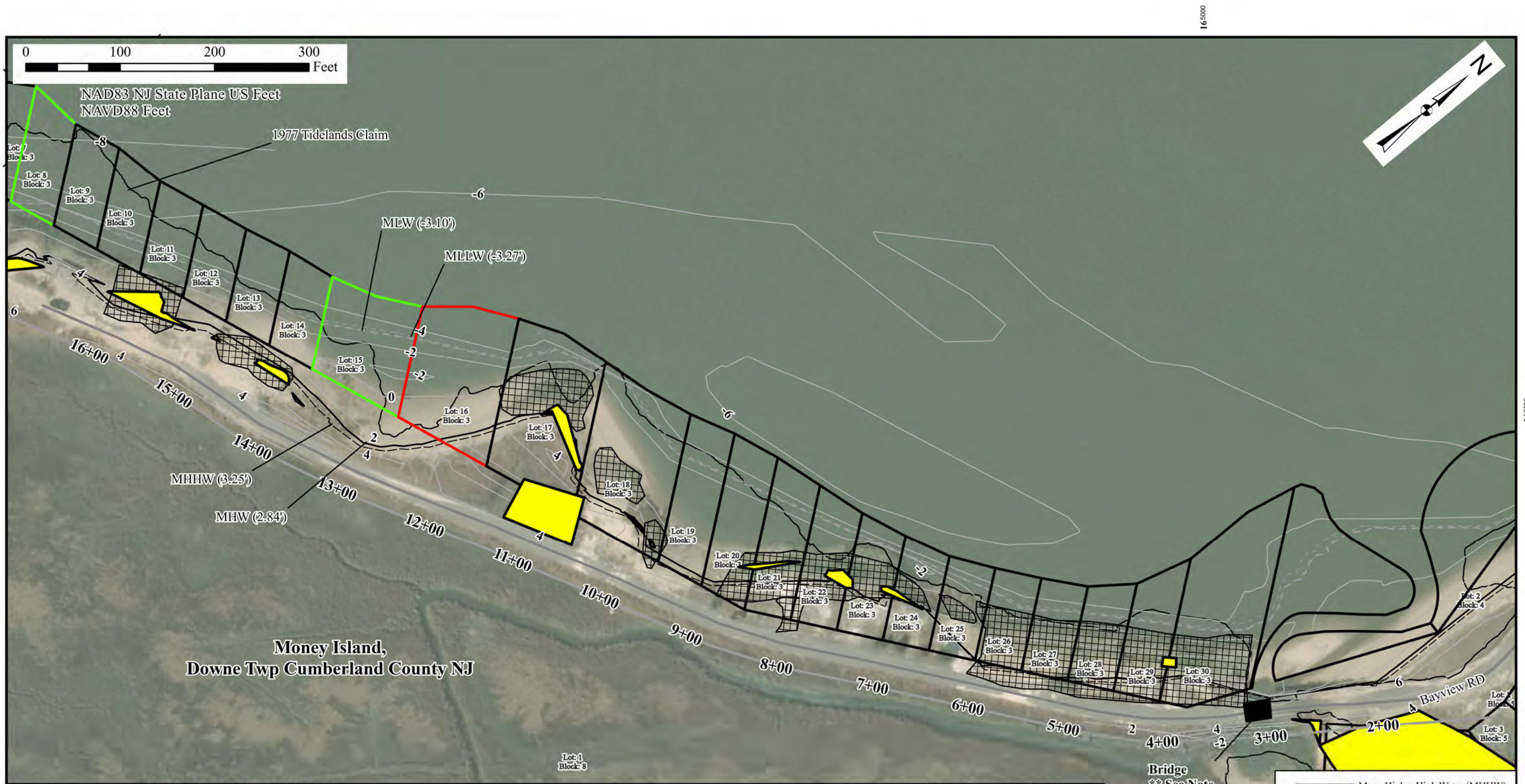
See NJDEP Permit DLUR 0604-18-0002.I CZM1 80001, Department of the Army Nationwide Permit No. 3, File No. CENAP-OP-R-2018-00318-95, and FEMA NEPA Compliance Review located herein.

NOTES:

1. THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK FIVE (5) CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE DIVISION OF COASTAL ENGINEERING.
2. NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS HAVE BEEN ISSUED FOR THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NOT ALREADY PROVIDED BY THE DIVISION.

THE CONTRACTOR SHALL HAVE A MAXIMUM OF FOURTEEN (14) CALENDAR DAYS FROM THE RECEIPT OF NOTIFICATION OF LOW BID FROM THE DIVISION TO RETURN TO THE DIVISION OF COASTAL ENGINEERING ALL COMPLETED FORMS, EXECUTED BONDS, AND SIGNED AND NOTARIZED NECESSARY PAPERWORK FOR THE CONTRACT IN ITS





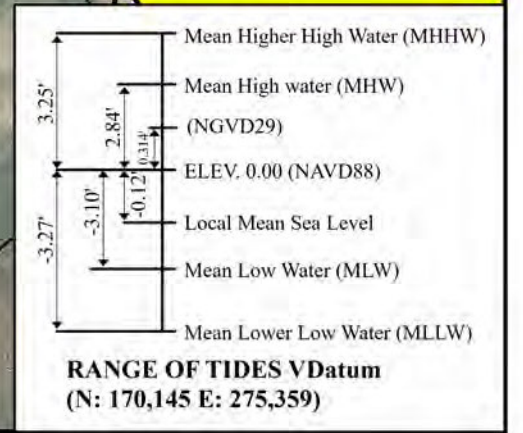
Money Island,  
Downe Twp Cumberland County NJ

<b>STOCKTON UNIVERSITY</b>	
<b>COASTAL RESEARCH CENTER</b>	
<b>30 WILSON AVE., PORT REPUBLIC, NJ 08241</b>	
<b>NJDEP, Green Acres Program</b>	
<b>2021 Blue Acres Restoration Debris Removal Project:</b>	
<b>Money Island, Downe Townships</b>	
<b>DRAWN BY: M. Deibert Jr</b>	
<b>DATE: 02/17/2021</b>	
<b>Scale: 1" = 100'</b>	<b>J. Richard Weggel Ph.D., P.E., D.CE</b>
<b>SHEET 1 OF 4</b>	<b>NJ License GE 31450</b>

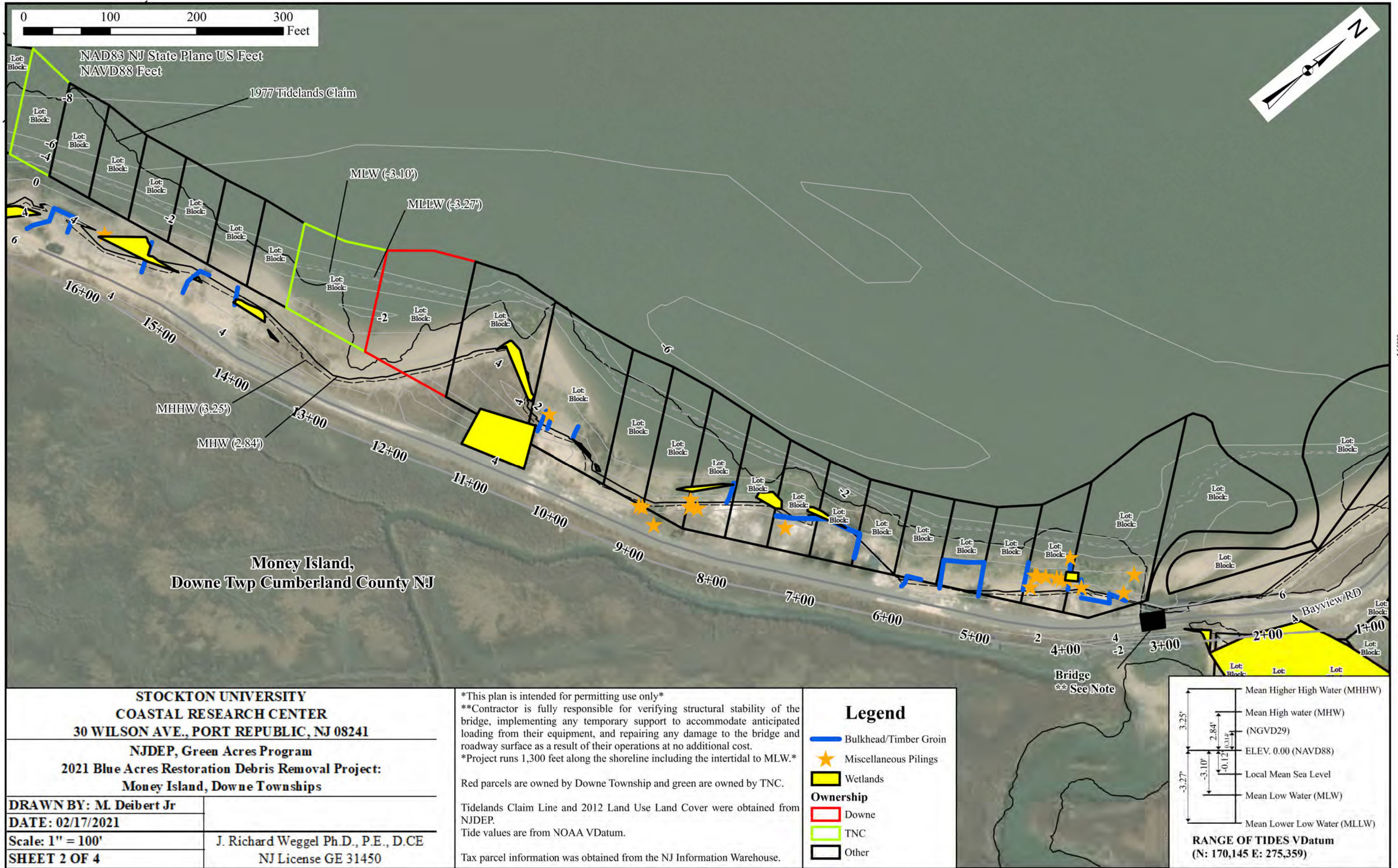
\*This plan is intended for permitting use only\*  
\*\*Contractor is fully responsible for verifying structural stability of the bridge, implementing any temporary support to accommodate anticipated loading from their equipment, and repairing any damage to the bridge and roadway surface as a result of their operations at no additional cost.  
\*Project runs 1,300 feet along the shoreline including the intertidal to MLW.\*  
  
Red parcels are owned by Downe Township and green are owned by TNC.  
  
Tidelands Claim Line and 2012 Land Use Land Cover were obtained from NJDEP.  
Tide values are from NOAA VDatum.  
  
Tax parcel information was obtained from the NJ Information Warehouse.

	<b>Debris Fields</b>
	<b>Wetlands</b>
<b>*Material in Debris Fields:*</b>	
	Concrete
	Asphalt
	Timber
	Rock
	Metal
	Tires
	Carpet
	Plastics

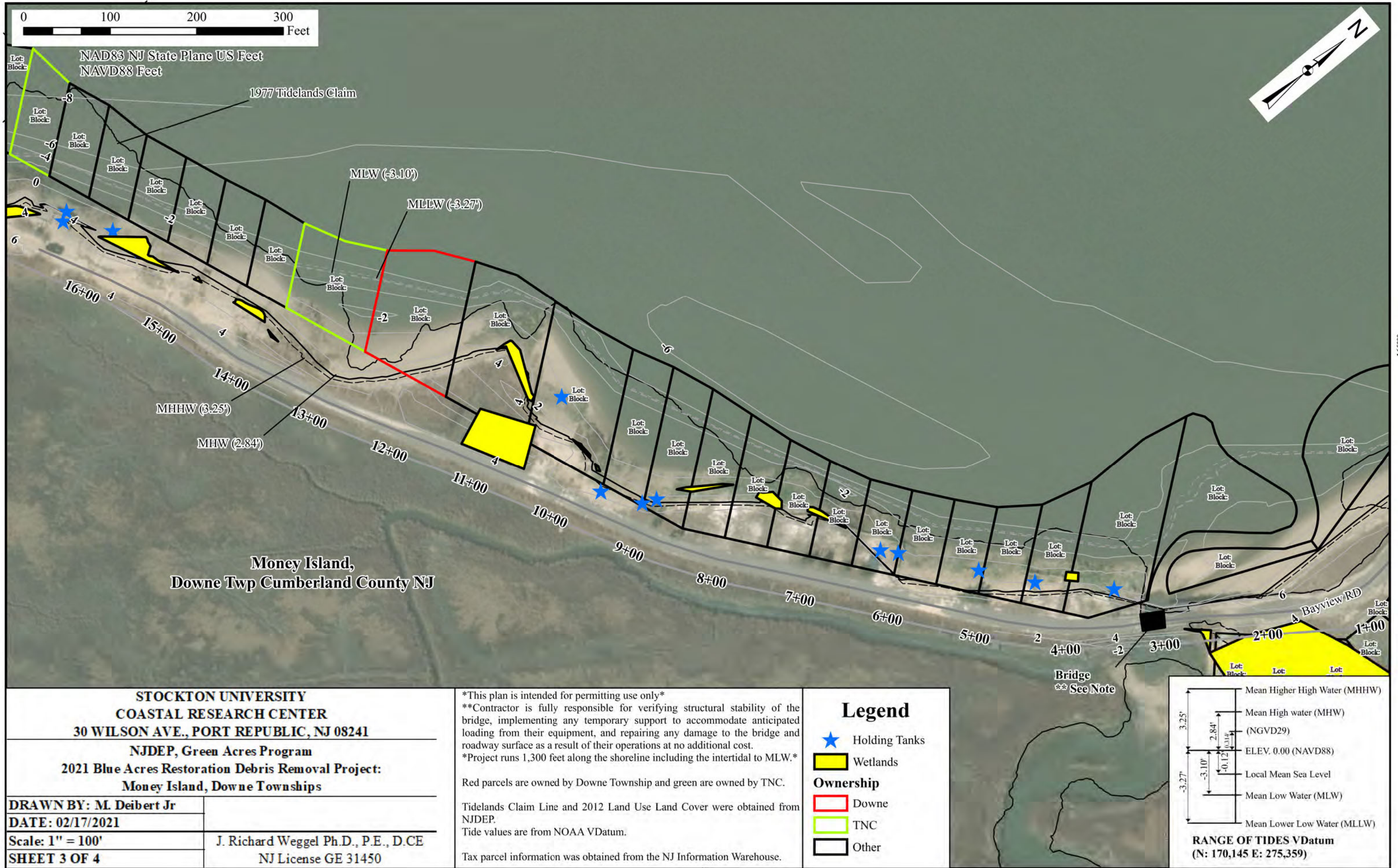
Bridge  
\*\* See Note



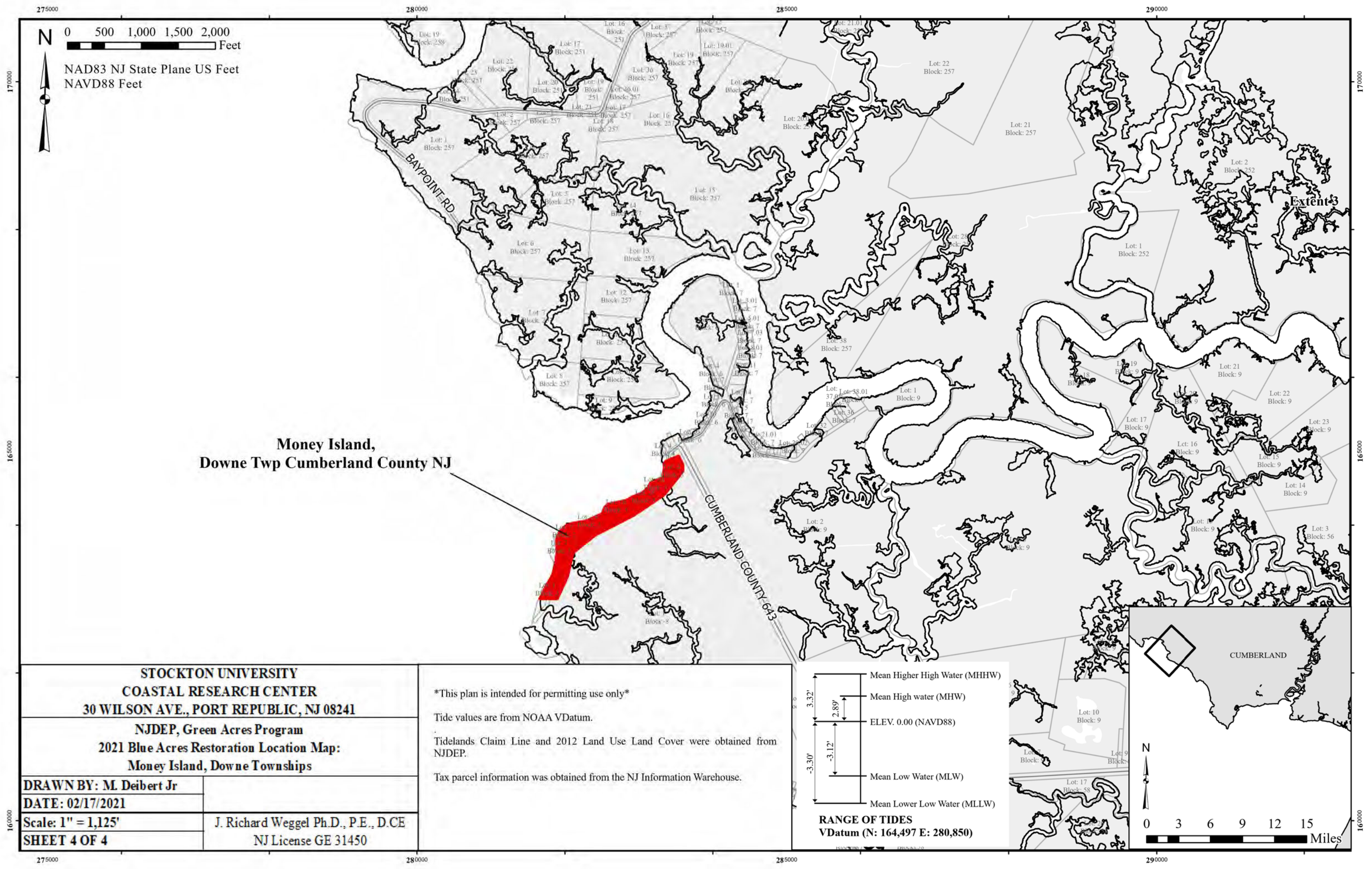












**Money Island,  
Downe Twp Cumberland County NJ**

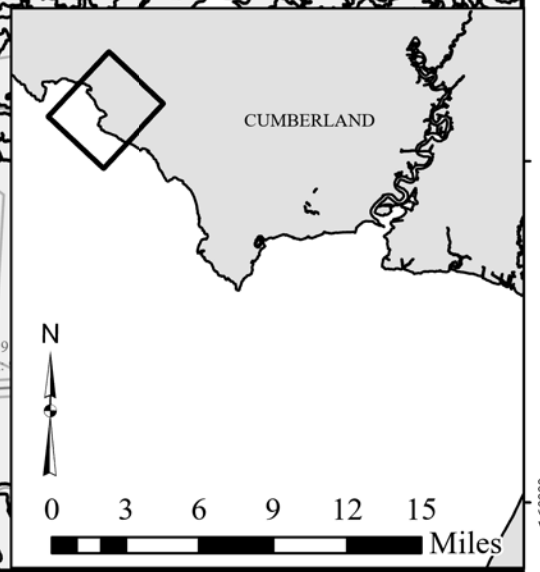
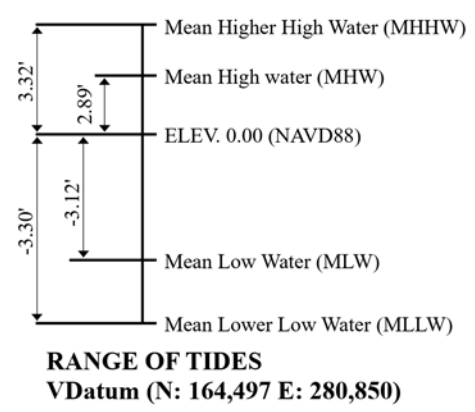
**STOCKTON UNIVERSITY  
COASTAL RESEARCH CENTER  
30 WILSON AVE., PORT REPUBLIC, NJ 08241**

**NJDEP, Green Acres Program  
2021 Blue Acres Restoration Location Map:  
Money Island, Downe Townships**

**DRAWN BY: M. Deibert Jr**  
**DATE: 02/17/2021**  
**Scale: 1" = 1,125'**  
**SHEET 4 OF 4**

**J. Richard Weggel Ph.D., P.E., D.CE**  
**NJ License GE 31450**

*\*This plan is intended for permitting use only\**  
  
Tide values are from NOAA VDatum.  
  
Tidelands Claim Line and 2012 Land Use Land Cover were obtained from NJDEP.  
  
Tax parcel information was obtained from the NJ Information Warehouse.



**NJDEP Project #4303-21**  
**Money Island Debris Removal Project**  
**Clarification #1: Clarifications (Q&A) – 8/11//2021**

---

Questions Received by August 9, 2021

1. Q: *Please clarify the prequalifications required for a bid to be deemed eligible.*

**A: The prequalifications required to bid the miscellaneous classification with the Division of Coastal Engineering.**

**The DCE prequalification package can be found:**

**<https://www.nj.gov/dep/shoreprotection/docs/prequalification.pdf>**

2. Q: *Can the Contractor use the area South of Bayview Road for Staging?*

**A: No. The Contractor may only use the areas shown within the Contractor Work limit (CWL) for Staging and access.**

3. Q: *Can the Contractor use Block:3 Lot 15 in Downe Twp, Cumberland County, New Jersey for staging, debris removal, or for transportation of equipment?*

**A: No. The Contractor must stay within the boundaries of the Contractor Work Limit and is NOT permitted to access Block: 3 Lot: 15.**

4. Q: *Please clarify the location of the 1,300 LF of debris removal. The plans provided show several areas seemingly outside of the scope area, please identify the block and lot number of all areas with debris removal?*

**A: Please see the updated project plans, all debris within the Contractor Work Limit (CWL) is to be removed.**

## ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to Section 3:09 – Addenda and Clarifications, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ NO ADDENDA OR CLARIFICATION WAS RECEIVED

Acknowledgement by Bidder:

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

By Authorized Representative: \_\_\_\_\_

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

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

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



**4303-21**  
**Proposal (7)**

**PROPOSAL**

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4303-21  
MONEY ISLAND DEBRIS REMOVAL

Department of Environmental Protection  
Climate and Flood Resilience  
Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140  
Toms River, New Jersey 08753

Date: 8/19/2021

AGATE CONSTRUCTION COMPANY, INC.

Contractor's Name  
(Print or Type)

1030 Route 83

Address

clermont, NJ 08210

City/State/Zip

Dear Sir/Madam:

In accordance with your advertisement of July 29, 2021, inviting proposals for the Money Island Debris Removal Project, in the Township of Downe, Cumberland County, New Jersey under Project No. 4303-21 and subject to the conditions and requirements thereof, and to your Specifications dated July, 2021, as they relate to this proposal are made a part of it, I (or we) will provide all necessary construction materials, labor, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Project Manager/Engineer and the Inspectors under him or her, for the consideration of the bid specified and outlined as follows:

The Bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

**4303-21**  
**Proposal (7)**

**I. AFFIRMATIVE ACTION**

That an affirmative action program of equal opportunity, in support of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965, and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

The performance of previous contracts or subcontracts subject to the Department of Labor & Workforce Development Equal Opportunity Monitoring Program and the filing of required reports.

That if the Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) for federally funded projects, and must be certified to by Bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.



**4303-21**  
**Proposal (7)**

Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. Department of Labor.

**III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS**

That this proposal has been executed with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

That the Bidder warrants 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 the Bidder. (N.J.S.A. 52:34-15).

**IV. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)**

That there are no DBE goals associated with this project, however the Contractor shall refer to Section 1:00 for more information on Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms. Please see Appendix F for Definitions of DBE, MBE, and WBE's.

**V. CERTIFICATION FOR FEDERAL AID CONTRACTS**

That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**4303-21**  
**Proposal (7)**

That if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **Section 1352, Title 31, US code**. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

That the prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**VI. DEBARMENT**

That the Bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, of receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the above paragraph of this certification.

**4303-21**  
**Proposal (7)**

Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

**VII. FORMS**

That the Bidder shall submit the attached forms within Appendix A. For all other submittals due at the time of bid please reference the complete Bid Checklist provided herein.

**4303-21**  
**Proposal (7)**

**BIDDING SCHEDULE**

**ITEM NO. 1 – GENERAL WORK:**

The completion of all general work as specified in Sections 1:02, 11:01, 11:03, and 11:04, as shown on the project plans for the lump sum of .....\$ 34,500.00

**ITEM NO. 2 – DEBRIS REMOVAL:**

Removal of all debris as specified in Sections 1:02, 11:02, and 11:05 as shown on the project plans, for the lump sum of .....\$ 81,800.00

**TOTAL AMOUNT OF BID.** .....\$ 116,300.00  
(Items 1, and 2)

**AMOUNT OF CERTIFIED CHECK OR BID BOND** . . . . \$ 10% OF TOTAL AMOUNT BID  
(Minimum of 10% of total amount of bid)

**NOTE:** The Department will evaluate bids for award solely based on the lowest qualified total bid. Total Bid shall include Item Nos. 1 and 2. See Sections 1:00, 3:00, and 4:00 for additional information regarding the evaluation of the bid.

**4303-21**  
**Proposal (7)**

BIDDER'S CERTIFICATION


The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the Bidder named on page one of this proposal. In executing this proposal, I hereby declare that the Bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the Bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the Bidder and that this may be as long as 60 days after bids have been received.


By submitting this bid, the Bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the Bidder.

J. E. Johnston  
Signature of Contractor

22-2346498  
Federal I.D. Number

 AGATE CONSTRUCTION COMPANY, INC.  
Print Name of Contractor

estimating@agateconstruction.net  
Email

 James E. Johnston, III  
President  
Title

609.624.0957  
Telephone Number

# ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

AGATE CONSTRUCTION COMPANY, INC.

(Name of Local Contracting Unit)

Money Island Debris Removal Project  
(Name of Construction/Public Works Project)

4303-21  
(Project or Bid Number)

Pursuant to Section 3:09 – Addenda and Clarifications, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number  
Or Title of Addendum/Revision

How Received  
(mail, fax,  
Pick-up, etc.)

Date Received

Clarification No. 1

email

8/11/2021

☐ NO ADDENDA OR CLARIFICATION WAS RECEIVED

Acknowledgement by Bidder: AGATE CONSTRUCTION COMPANY, INC.

Name of Bidder: James E. Johnston, III  
President

By Authorized Representative: AGATE CONSTRUCTION COMPANY, INC.

Signature: J-E Johnston

Printed Name and Title: James E. Johnston, III  
President

Date: 8/19/2021



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Agate Construction Co., Inc.  
1030 Route 83  
Clermont, NJ 08210

### OWNER:

(Name, legal status and address)

State of New Jersey, Department of Environmental Protection  
1510 Hooper Avenue  
Toms River, NJ 08753

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
239 Taunton Blvd. Suite B  
Medford, NJ 08055  
Mailing Address for Notices  
239 Taunton Blvd., Suite B  
Medford, NJ 08055

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 10% Ten Percent of the Total Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Project No. 4303-21 Money Island Debris Removal, Township of Downe, Cumberland County, New Jersey  
Division of Coastal Engineering

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of August, 2021.

  
(Witness)

  
(Witness) Diane M. DiMartino

Agate Construction Co., Inc.  
(Principal) (Seal)

By:   
(Title)

James E. Johnston, III  
President  
Western Surety Company  
(Surety) (Seal)

By:   
(Title) Gary B. Kohan, Attorney-in-Fact



## CONSENT OF SURETY

IT IS HEREBY UNDERSTOOD AND AGREED THAT Western Surety Company

\_\_\_\_\_ organized and existing under

the laws of the State of SD and licensed to do business in

the State of           NJ           certifies and agrees, that if contract for :

State of New Jersey, Department of Environmental Protection

for Project No. 4303-21 Money Island Debris Removal, Township of  
Downe, Cumberland County, New Jersey Division of Coastal Engineering

is awarded to: Agate Construction Co., Inc.

the undersigned Corporation will execute the bond or bonds as required by the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 19th day of August, 2021

Western Surety Company

By:

Gary B. Kohan

Attorney-in Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Diane M DiMartino, Kathleen M Rowe, Gary B Kohan, Individually**

of Medford, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

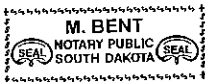
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of August, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

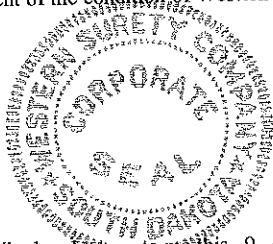
**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2020**

<u>ASSETS</u>	\$	
Bonds		1,912,532,179
Stocks		25,319,501
Cash, cash equivalents, and short-term investments		40,409,249
Receivables for securities		-
Investment income due and accrued		17,596,947
Premiums and considerations		66,346,899
Amounts recoverable from reinsurers		3,171,900
Current federal and foreign income tax recoverable and interest thereon		2,464,571
Net deferred tax asset		14,052,177
Receivable from parent, subsidiaries, and affiliates		12,599,707
Other assets		-
<b>Total Assets</b>	<b>\$</b>	<b>2,094,493,130</b>

<u>LIABILITIES AND SURPLUS</u>	\$	
Losses		215,792,050
Loss adjustment expense		51,323,326
Commissions payable, contingent commissions and other similar charges		10,245,562
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,169,742
Federal and foreign income taxes payable		-
Unearned premiums		256,859,522
Advance premiums		5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)		977,849
Amounts withheld or retained by company for account of other		9,740,338
Provision for reinsurance		420,825
Payable to parent, subsidiaries and affiliates		2,297
Payable on security transactions		-
Other liabilities		31,467
<b>Total Liabilities</b>	<b>\$</b>	<b>554,517,555</b>

Surplus Account:		
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,255,903,739
Surplus as regards policyholders	<b>\$</b>	<b>1,539,975,575</b>
<b>Total Liabilities and Capital</b>	<b>\$</b>	<b>2,094,493,130</b>

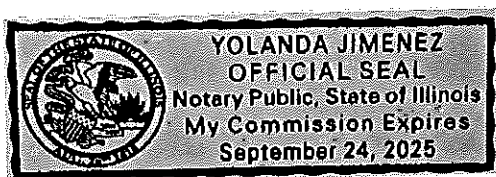
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021  
My commission expires:



By Yolanda Jimenez  
Notary Public

# Western Surety Company

Bond No. Bid Bond

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2020. The financial statements of Western Surety Company as of and for the year ended December 31, 2020 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,539,975,575

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2021, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$153,342,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid.

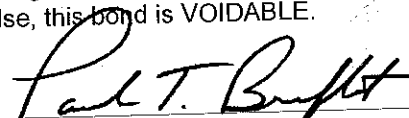
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A  
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

## CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
Paul T. Bruflat, Vice President

Date: August 19, 2021

**SURETY ACKNOWLEDGMENT**

STATE OF New Jersey

COUNTY OF Burlington

On this 19th day of August 2021

before me personally came Gary B. Kohan

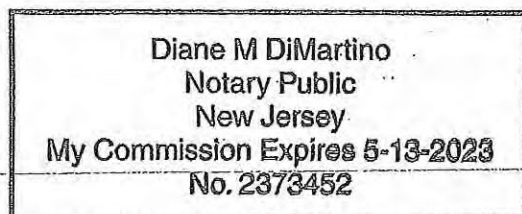
to me known, who, being by me duly sworn, did depose and say that he resides in:

Howell, New Jersey

that he is the Attorney-in-Fact for Western Surety Company

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by said corporation, and that he signed his name thereto by like order.

Notary Public  
Diane M. DiMartino



# APPENDIX A:

## Forms



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: 4303-21 VENDOR {BIDDER}: AGATE CONSTRUCTION COMPANY, INC.

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE  
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?

YES



NO



If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

100%  
NAME  
ADDRESS 1  
ADDRESS 2  
CITY

James E Johnston III  
1 Hornbeam Drive  
Moorestown

STATE

NJ

ZIP

08057

NAME  
ADDRESS 1  
ADDRESS 2  
CITY

STATE

ZIP

NAME  
ADDRESS 1  
ADDRESS 2  
CITY

STATE

ZIP

NAME  
ADDRESS 1  
ADDRESS 2  
CITY

STATE

ZIP

NAME  
ADDRESS 1  
ADDRESS 2  
CITY

STATE

ZIP

Attach Additional Sheets If Necessary.



**PART 2**

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

N/A

YES

☐

NO

☒

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: \_\_\_\_\_

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

**Attach Additional Sheets If Necessary.**

**PART 3**

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




STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITATION #: 4303-21

VENDOR: AGATE CONSTRUCTION COMPANY, INC.

**PART 1**

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

**OFFICERS/DIRECTORS**

NAME	<u>James E. Johnston, III</u>		
TITLE	<u>President, Secretary &amp; Treasurer</u>		
ADDRESS 1	<u>1 Hornbeam Drive</u>		
ADDRESS 2			
CITY	<u>Moorestown</u>	STATE	<u>NT</u>
		ZIP	<u>08057</u>

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

*Attach Additional Sheets If Necessary.*

**PART 2**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.



**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

N/A

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____		
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____		
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____		
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

James E. Johnston, III  
President

Print Name and Title

Date

8/19/2021





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 4303-21

VENDOR/BIDDER: RAATE CONSTRUCTION COMPANY, INC.

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**



A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



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

**PART 2**

N/A

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: \_\_\_\_\_

RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_

DESCRIPTION OF ACTIVITIES: \_\_\_\_\_

DURATION OF ENGAGEMENT: \_\_\_\_\_

ANTICIPATED CESSATION DATE: \_\_\_\_\_

VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_

VENDOR/BIDDER CONTACT PHONE No.: \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

James E. Johnston, III  
President

Date

8/19/2021

Print Name and Title





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**SOURCE DISCLOSURE FORM**

BID SOLICITATION #: 4303-21 VENDOR {BIDDER}: AGATE CONSTRUCTION COMPANY, INC.

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- ☒ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

**PART 2** N/A

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

James E. Johnston, III  
President

Date

8/19/2021

Print Name and Title



**STATEMENT OF JOINT VENTURE**

N/A

STATE OF NEW JERSEY }  
COUNTY OF } SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this STATEMENT OF JOINT VENTURE in the name of and on behalf of such Contractor for the purposes herein set forth.

2. The following named Contractors:

- (a) \_\_\_\_\_  
[ ] Individual [ ] Partnership [ ] Corporation
- (b) \_\_\_\_\_  
[ ] Individual [ ] Partnership [ ] Corporation
- (c) \_\_\_\_\_  
[ ] Individual [ ] Partnership [ ] Corporation

each of whom is Pre-qualified to bid for work of the New Jersey Department of Environmental Protection, pursuant to regulations covering the classification of prospective bidders heretofore adopted by the commissioner of Environmental Protection, have entered into a Joint Venture for the special purpose of carrying on the work and improvement hereinafter described.

3 Under the provisions of such Joint Venture the assets of each of the Contractors named in Paragraph 2 hereof, and in case any Contractor so named above is a Partnership the assets of the individual members of such Partnership, will be available for the performance of such Joint Venture and liable thereon and for all obligations incurred in connection therewith.

4 The assets and liabilities of the named Contractors for whom we respectively execute this Statement of Joint Venture are now substantially the same as set forth in the last Contractor's Financial and equipment statement filed with the State Commissioner of Environmental Protection for purpose of pre-qualification.

5 This Statement of Joint Venture is executed so that the named Contractors may, under such Joint Venture, bid upon the work and improvement herein mentioned and they may, if the successful bidder thereon, be awarded the contract for such work and improvement. Any, Bid, Bond and Contract relating to the work and improvement hereinafter specified shall be executed by any person authorized to bind any Contractor to this Joint Venture, and when so executed shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with execution of the Contract, the Joint Venturers shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the construction work set forth in said contract.

6 In consideration of being Pre-qualified to bid upon such work and improvements as Joint Venturers, we bind the Contractor for whom we respectively execute the Statement of Joint Venture in firm agreement with the New Jersey Department of Environmental Protection, that each of the representations set forth herein is true.

**STATEMENT OF JOINT VENTURE (Continued)**

7. The work and improvement for which the JOINT VENTURE has been entered into is identified as:

The Name of the JOINT VENTURE is:

Bid received on \_\_\_\_\_  
(Date)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)  
by: \_\_\_\_\_  
(Signature of representative)  
\_\_\_\_\_  
(Name of Representative)



**TO BE EXECUTED BY EACH JOINT VENTURER**

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF;

(a) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(b) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(c) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

Proposal

(STD.)

**CONTRACTOR'S QUALIFICATION AFFIDAVIT**

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

J. J. Jule

L.S.

Sworn and Subscribed  
before me this

19 day of August 20 21

at 1030 Route 83, Clermont, NJ 08210

Susan D. Sharp

Notary Public

SUSAN D. SHARP  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2299665  
My Commission Expires 4/25/2023

Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 100 of these specifications.

Accompanying this proposal is a:

☐ Certified check in the sum of \$ \_\_\_\_\_

☒ Bid Bond in the amount of \$ 10% OF TOTAL AMOUNT BID

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of New Jersey

The undersigned is a ☐ partnership  
☒ corporation  
☐ individual

Having its principal office at 1030 Route 83, Clermont, NJ 08210

Signed [Signature]  
By James E. Johnston, III  
President

(SEAL)  
ATTEST


[Signature]  
James E. Johnston, III  
Secretary / Treasurer

**Agate Construction Co., Inc**  
**Corporate Resolution**

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that James E. Johnston III President, Secretary & Treasurer (Officer Names as many as applicable) of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION specifically (Complete & Full Project Description) NJ DEP DIVISION OF COASTAL ENGINEERING PROJECT 4303-21 MONEY ISLAND DEBRIS REMOVAL PROJECT, TOWNSHIP OF DOWNE, CUMBERLANDCOUNTY, NEW JERSEY.

I, James E. Johnston, III, Secretary of a Corporation of New Jersey (State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on August 16, 2021, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that is has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 8/16/2021

  
Signature, Corp. Secretary

JAMES E. JOHNSTON III  
Print Name, Corp. Secretary

**AFFIX CORPORATE SEAL**

# APPENDIX F:

## Federal Funding Provisions

**APPENDIX F**  
**PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as "Department", shall ensure that all Contractors entering into a construction contract that is federally/partially-federally funded with the Department complies with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

**I. Required Certification**

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**II. Requirement for Data Universal Numbering System (DUNS) number**

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

**III. Federal Funding Accountability and Transparency Act Reporting**

A. The Contractor shall report the names and total compensation of each of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:



1. In the Contractor's preceding fiscal year, the Contractor received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.
  - C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

#### IV. Debarment and Suspension

- A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.
- B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

#### V. Restrictions on Lobbying

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of

and coopera



any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

**VI. Equal Employment Opportunity**

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

A. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender

identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **VII. Federal Labor Standards**

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov/dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its

subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do

not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**VIII. Rights to Inventions**

If the State award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**IX. Environmental Regulatory Compliance**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**X. Procurement of Recovered Materials**

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XI. Buy American Act**

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic "articles, materials, and property" when they are acquired for public use unless a specific exemption applies.

**XII. Disadvantaged Business Enterprise (DBE)**

Disadvantaged Business Enterprise (DBE) goals will be set in accordance with guidelines or standards established by the funding source. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To this extent, an MBE and WBE are defined below:

Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following:

- a. Black American (with origins from Africa);
- b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
- c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Historic Preservation Fund Grants Manual Chapter 17 Procurement Standards June 2007 Release 17-3
- d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
- e. Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). A WBE is a business concern that is, a. at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

Grantees are encouraged to procure goods and services from labor surplus areas.

### **XIII. Additional Provisions**

N/A

RECEIPT OF ACKNOWLEDGEMENT

\*Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid\*

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. \_\_\_\_\_. The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS

Signature

Date

James E. Johnston, III  
President  
Print Name and Title

AGATE CONSTRUCTION COMPANY, INC.  
Print Name of Contractor

Notary Signature

Date

SUSAN D. SHARP  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2299665  
My Commission Expires 4/25/2023



Certificate Number  
607179

Registration Date: 07/10/2020  
Expiration Date: 07/09/2022



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
James E. Johnston, III, President

Responsible Representative(s):  
James E. Johnston, Jr., CEO

Agate Construction Co., Inc.  
**2020**

*Robert Asaro-Angelo*

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

AGATE CONSTRUCTION COMPANY, INC.

TAXPAYER IDENTIFICATION#

222-346-498/000

ADDRESS

1030 ROUTE 83  
OCEAN VIEW NJ 08230

EFFECTIVE DATE:

03/30/81

TRADE NAME:

CONTRACTOR CERTIFICATION#

0103112

ISSUANCE DATE:

10/15/01

*Patricia A. Chasochis*  
Director, Division of Revenue

FORM-BRC(08-01)

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AGATE CONSTRUCTION COMPANY, INC.

**Trade Name:**

**Address:** 1030 ROUTE 83  
OCEAN VIEW, NJ 08230

**Certificate Number:** 0103112

**Date of Issuance:** February 15, 2006

**For Office Use Only:**

20060215110430043

## PERFORMANCE BOND

Bond No. 30108239

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Agate Construction Co., Inc.  
as Principal, and

Western Surety Company

a corporation organized and existing under the laws of the State of SD and duly authorized to do business in the State of New Jersey,  
as Surety, are held and bound unto State of New Jersey, Department of Environmental Protection  
as Obligee, in the penal sum of One Hundred Sixteen Thousand Three Hundred Dollars and 00/100 (\$116,300.00 )

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the 25th day of August, 2021  
enter into a contract with State of New Jersey, Department of Environmental Protection  
for NJDEP Project No. 4303-21 Money Island Debris Removal Project, Township of Downe, Cumberland County, New Jersey  
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said Agate Construction Co., Inc.

shall well and faithfully do and perform the things agreed by Agate Construction Co., Inc.

to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall  
remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder  
shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in  
or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.


This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors  
on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is  
limited as in said statutes provided.

Signed, sealed and dated this 25th day of August, 2021

ATTEST:

Agate Construction Co., Inc.

  
Witness

  
Principal James E. Johnston, III  
Western Surety Company President

  
Witness Diane M. DiMartino

  
Surety Gary B. Kohan Attorney-in-Fact





New Jersey Statutory  
**PAYMENT BOND**

Bond No. 30108239

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Agate Construction Co., Inc.  
as Principal, and

Western Surety Company

a corporation organized and existing under the laws of the State of SD and duly authorized to do business in the State of New Jersey,  
as Surety, are held and bound unto State of New Jersey, Department of Environmental Protection  
as Oblige, in the penal sum of One Hundred Sixteen Thousand Three Hundred Dollars and 00/100 (\$ 116,300.00 )

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the 25th day of August, 2021  
enter into a contract with State of New Jersey, Department of Environmental Protection  
for NJDEP Project No. 4303-21 Money Island Debris Removal Project, Township of Downe, Cumberland County, New Jersey  
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said Agate Construction Co., Inc.

shall pay all lawful claims of beneficiaries as defined by N.J.S.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 by  
N.J.S.2A:44-143 having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall  
remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder  
shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in  
or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

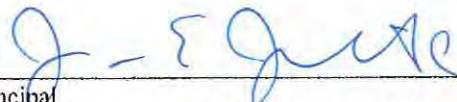
This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors  
on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is  
limited as in said statutes provided.

Signed, sealed and dated this 25th day of August, 2021

ATTEST:

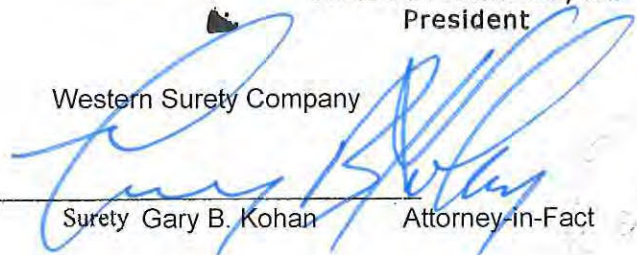
Agate Construction Co., Inc.

  
Witness

  
Principal  
James E. Johnston, III  
President

Western Surety Company

  
Witness Diana M. Papp  


  
Surety Gary B. Kohan

Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Diane M DiMartino, Kathleen M Rowe, Gary B Kohan, Individually**

of Medford, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# NEW JERSEY DEPARTMENT OF TRANSPORTATION

## INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 152 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended by the Special Provisions, and that all information contained herein is true and accurate.

CONTRACTOR: Agate Construction Co., Inc.  
 PROJECT NAME : NJDEP Money Island Debris Removal Project; NJDEP Project 4303-21; Agate Contract No. 1021409  
 LOCATION: Township of Downe, Cumberland County, New Jersey  
 DP FILE NO: 4303-21

### A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: Arch Insurance Company  
 Policy Number: 11PKG8899514  
 Effective Date: 04/01/2021  
 Expiration Date: 04/01/2022  
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Deductible: \$ 100,000

This policy includes Municipality(s), the State, their officers, employees, agents and any additional parties when required by written contract

As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ PERSONAL INJURY
- ☒ CONTRACTUAL LIABILITY
- ☒ PREMISES & OPERATIONS
- ☒ PRODUCTS & COMPLETED OPERATIONS
- ☒ INDEPENDENT CONTRACTORS
- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE
- ☒ EXPLOSIONS – No exclusion: Policy is silent
- ☒ DAMAGE TO UNDERGROUND UTILITIES – No exclusion: Policy is silent
- ☒ COLLAPSE OF FOUNDATIONS – No exclusion: Policy is silent

### B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: Arch Insurance Company  
 Policy Number: 11PKG8899514  
 Effective Date: 04/01/2021  
 Expiration Date: 04/01/2022  
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Type of Coverage: ☒ ALL OWNED AUTOS ☒ NON-OWNED AUTOS ☒ HIRED AUTOS

#### ENDORSEMENTS

- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED

### C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: Mid Continent Casualty Company  
 Policy Number: 04OCP002001540  
 Effective Date: 09/15/21  
 Expiration Date: 10/15/21  
 Limit of Liability: \$ 4,000,000 per occurrence Combined Single Limit (B I. & P D.)

This policy includes the Municipality(s), the State, their officers, employees, and agents

As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE

### D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: Arch Insurance Company  
 Policy Number: 11WC18899414  
 Effective Date: 04/01/21  
 Expiration Date: 04/01/22  
 Limit of Liability: \$ 1,000,000 Each accident  
                           \$ 1,000,000 Disease, each employee  
                           \$ 1,000,000 Disease, policy limit

#### ENDORSEMENTS

US LONGSHORE & HARBOR WORKERS COVERAGE AND JONES ACT: ☒ Yes ☐ No



# NEW JERSEY DEPARTMENT OF TRANSPORTATION

## INSURANCE CERTIFICATE

CONTRACTOR: Agate Construction Co., Inc.PROJECT NAME: NJDEP Money Island Debris Removal Project; NJDEP Project 4303-21; Agate Contract No. 1021409**E EXCESS LIABILITY INSURANCE**Company Providing Coverage: Allied World Assurance Company & Ascot Insurance CompanyPolicy Number: 0312-8072 & ESXS2110000177-01Effective Date: 04/01/21Expiration Date: 04/01/22Limit of Liability: \$ \$5,000,000 & \$5,000,000 per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the

following:

- ☒ **A** COMPREHENSIVE GENERAL LIABILITY
- ☒ **B** COMPREHENSIVE AUTOMOBILE LIABILITY

**F MARINE LIABILITY INSURANCE** *(required only if construction operations require marine operations)*

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence

This policy names the State, its officers, employees and agents

as additional insured: ☐ Yes ☐ No**ENDORSEMENTS**

- ☐ PERSONAL INJURY
- ☐ CONTRACTUAL LIABILITY
- ☐ WAIVER OF SUBROGATION
- ☐ PER PROJECT AGGREGATE

**G RAILROAD PROTECTIVE LIABILITY INSURANCE** *(if required by Special Provisions)*

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence, \$ \_\_\_\_\_ annual aggregate

**ENDORSEMENTS**

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☐ PER PROJECT AGGREGATE

**H POLLUTION LIABILITY INSURANCE**Company Providing Coverage: Great American InsurancePolicy Number: E746318 00Effective Date: 09/15/2021Expiration Date: 12/15/2021Limit of Liability: \$ 5,000,000 per occurrence\$ 10,000,000 aggregate

Policy is written on the following basis:

- ☒ Occurrence form, and completed operations coverage to be provided for no less than 2 years after Acceptance
- ☐ Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance

This policy names the State, its officers, employees and agents

As additional insured: ☒ Yes ☐ No**ENDORSEMENTS**

- ☒ BODILY INJURY AND PROPERTY DAMAGE
- ☒ NATURAL RESOURCES DAMAGE
- ☒ ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION
- ☒ LEGAL DEFENSE
- ☒ TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS
- ☒ DISPOSAL LIABILITY
- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE

The policy does not contain exclusions or limitations for:

- ☒ LIABILITIES ASSUMED
- ☒ LEAD, SILICA, ASBESTOS
- ☒ UNDERGROUND STORAGE TANKS
- ☒ INSURED VS INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE

**Certificate Holder**

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL  
PROTECTION – BUREAU OF COASTAL ENGINEERING

Address: 1510 Hooper Ave; Ste.  
110

Toms River, NJ 08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: Willis Towers Watson

Southeast, Inc.

Address: 12505 Park Potomac Ave.

Suite 300

Phone: 301-692-3011

Signature

Name: Arlyn McUmbert



# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER <b>22-2346498</b>		2. CONTRACTOR ID NUMBER <b>437</b>		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: <b>NS DEP</b> Address: <b>1510 HOOPER AVE</b> <b>TOMBS RIVER, NJ 08753</b>					
3. NAME AND ADDRESS OF PRIME CONTRACTOR <b>AGATE CONSTRUCTION</b> (Name) <b>1030 ROUTE 83</b> (Street Address) <b>CLERMONT NJ 08210</b> (City) (State) (Zip Code)				CONTRACT NUMBER <b>4303-21</b>		DATE OF AWARD <b>8/23/21</b>		DOLLAR AMOUNT OF AWARD <b>\$116,300.00</b>	
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>				6. NAME AND ADDRESS OF PROJECT Name: <b>MONEY ISLAND DEBRIS REMOVAL</b> Address: <b>MONEY ISLAND</b> <b>TOWNSHIP OF DOWNE</b> <b>CUMBERLAND</b>		7. PROJECT NUMBER			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE-IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER		<b>1</b>				<b>9/15/21</b>		<b>10/15/21</b>	
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER		<b>1</b>		<b>1</b>		<b>9/15/21</b>		<b>10/15/21</b>	
19. OTHER									
20. OTHER									

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

**GREGORY SOTT**  
(Please Print Your Name)  
**(609) 624-9090 x217**  
(Area Code) (Telephone Number) (Ext.)

**[Signature]**  
(Signature)  
**PROJECT MANAGER**  
(Title)  
**8/31/21**  
(Date)





State of New Jersey  
Department of the Treasury  
**Division of Purchase and Property**  
Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. 4303-21 Award Amount \$116,300.00  
Description of Services Money Island Debris Removal Project  
State Agency Name NJ-DEP Coastal Engineering Contact Person Andrew McTague  
Phone Number (732) 504-0918 Contact Email Andrew.Mctague@dep.nj.gov  
☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification ☐

**Part 1: Business Entity Information**

Full Legal Business Name Agate Construction Company, Inc.  
(Including trade name if applicable)  
Address 1030 Route 83  
City Clermont State NJ Zip 08210 Phone 609-624-9090 x 207  
Vendor Email estimating@agateconstruction.net Vendor FEIN (SS# if sole proprietor/natural person) 22-2346498

Check off the business type and list below the required information for the type of business selected.  
**MUST BE COMPLETED IN FULL**

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)  
☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS  
☐ Partnership: LIST ALL PARTNERS with any equity interest  
☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest  
☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

James E. Johnston, III  
President, Secretary & Treasurer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity partners of a Partnership**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity members of a LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page.</b>
<div>Remove Contribution</div> <div>Add a Contribution</div>
Click the "Add a Contribution" tab to enter additional contributions.

☒ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification** (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.



**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the Incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

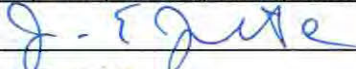
**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name James E. Johnston, III  
Title/Position President Date 8/26/2021

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



NJDEP - Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0767 – Fax: (732) 255-0774