

KENNETH J. LUCIANIN  
Commissioner



MICHAEL DeFRANCISCI  
Executive Director

GREGORY A. TRAMONTOZZI  
General Counsel  
Acting Clerk

**"Protecting Public Health and the Environment"**

600 Wilson Avenue  
Newark, New Jersey 07105  
P (973) 344-1800 F (973) 465-1742  
[www.nj.gov/pvsc](http://www.nj.gov/pvsc)

**PVSC CONTRACT A924 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on Tuesday, June 10, 2014 in their office located at 600 Wilson Avenue, Newark, New Jersey, at which time and place said bid will be publicly opened and read.

The objective of this contract is to provide immediate repair to any one of twelve (12) horizontal brushless synchronous motors, which are located in the basement of the Sludge Heat Treatment Facilities. The work of this contract shall consist of furnishing all labor, materials, equipment and tools to repair and place in operating condition the motor as specified in Division 16 of the Specifications." For purposes of evaluating and comparing bids, the bidder shall provide a unit cost for each of the project tasks listed on the Bid Sheet, Section 00305. Bidder should also reference the Scope of Work – Specification Section 16.4 – Description of Tasks.

**Security Notice: All contractors, subcontractors, contractor employees and/or representatives entering the plant must have and must present to PVSC Security, government issued identification such as a valid Driver's License or Passport. This applies to bid openings, pre-bid conferences and all on-premises contract work.**

All bids must be made upon the blank form of proposal annexed hereto. All blank spaces must be filled in, in ink, in both words and figures, with the amounts for which the proposal is made. The proposal must be signed by the bidder who shall include his business address.

**Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

It is the purpose of Passaic Valley Sewerage Commission not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and equipment to enable him to prosecute the work successfully, and to fulfill all requirements of the contract. As part of its evaluation of any bidder PVSC reserves the right to request, and upon such request the bidder shall supply, certified financial statements and/or other documentation to substantiate the bidder's ability to successfully prosecute the work. To the extent permissible by law, PVSC agrees to maintain confidential such documentation as the bidder may identify as "Business Confidential." In no event,

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however, shall PVSC be subject to any claims resulting from disclosure of any such information under law for any other reason.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than 10% of the total bid, not to exceed \$20,000.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto in Section 00301, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State Of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and shall be satisfactory to the Passaic Valley Sewerage Commission.

Certified checks will be returned to all except the three (3) lowest formal bidders within three (3) days after the formal opening of bids, and the remaining cash or checks will be returned to the unsuccessful bidders within three (3) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in Section 00300.

**All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/nibqs](http://www.nj.gov/nibqs) or by phone 609-292-1730. Failure to submit proof of registration (prior to contract award, in accordance with the 2009 Amendment to NJSA 40A:11-23.2) requires mandatory rejection of bid as a non-waivable defect. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.**

**All bidders and their subcontractors on this contract are required to hold or obtain a "Public Works Contractor Registration" as defined in Section 00404 of this contract.**

**The Bidder shall submit a copy of the Public Works Certificate of Registration issued by the Commissioner of Labor with the Bid.**

**Each contractor shall, after the bid is made, prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L. 1999, c238; amended 2003, c.91, s.4.**



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If awarded a contract your company/firm shall provide written notice to its

subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [NJSA 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et seq.) or subsection e. of section 92 of PL 1977, c. 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone 609-292-1730.

**All bidders on this contract are required to be eligible for contract award under the terms and conditions of State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009).**

The bidder to whom a contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter 127, Affirmative Action Compliance.

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

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address given him, that the contract is ready for signature; and in case of his failure or neglect so to do, Passaic Valley Sewerage Commission may, at their option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the

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Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

Bid Security will be held in lieu of a Performance Bond for the duration of the contract, at which time it will be returned to the Contractor.

The bidder must file simultaneously with his bid a sworn statement, giving evidence of availability of required facilities and equipment as called for to carry out the terms of the contract and proof that such facilities will be in the possession of the contractor at the time of contract commencement.

The successful bidder shall be solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

**Prior to commencing any work at the site the Successful Bidder shall designate in writing to PVSC the name of the person who is their on-site safety officer.** The successful bidder shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The successful bidder shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work. Submission of a bid on this project shall constitute a representation by the bidder that it has obtained, reviewed and will comply with the requirements of the Construction Safety & Health Manual, referenced above, as well as all other Federal, State and Local safety requirements.

Passaic Valley Sewerage Commission reserves the right to reject any and all bids or accept any bid in accordance with applicable laws and regulations. Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest so to do.

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at:



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[http://www.state.nj.us/treasury/purchase/forms/DPA\\_Form\\_Packet.pdf](http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf) (page 6 of 17)  
and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. **It is**

**the responsibility of Bidder to insure that the most up to date list issued by the  
Division of Purchase and Property is attached to the Certification submitted with  
this Bid.**

Questions and request for proposals shall be directed, electronically or in writing, to the  
Passaic Valley Sewerage Commission Purchasing Department for official response.  
The Purchasing Department telephone number is (973) 466-2723. The Purchasing  
Department email address is: [tfuscaldo@pvsc.nj.gov](mailto:tfuscaldo@pvsc.nj.gov)

Passaic Valley Sewerage Commission  
Gregory A. Tramontozzi  
General Counsel, Acting Clerk



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**CONTRACT NO. A924**

**PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS**

**FOR**

**PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT  
FACILITY FOR A TWO (2) YEAR PERIOD**

MAY 2014

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Contract No. A924      PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT FACILITY FOR A TWO (2) YEAR PERIOD

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**SIGNATURE:** The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.

Name of Bidder:  
 (Company Name) \_\_\_\_\_

By Authorized Representative:

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

Print Name and Title: \_\_\_\_\_

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

## **DIVISION 0 - BIDDING REQUIREMENTS**

### **00100 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

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The objective of this contract is to provide immediate repair to any one of twelve (12) horizontal brushless synchronous motors, which are located in the basement of the Sludge Heat Treatment Facilities. The work of this contract shall consist of furnishing all labor, materials, equipment and tools to repair and place in operating condition the motor as specified in Division 16 of the Specifications." For purposes of evaluating and comparing bids, the bidder shall provide a unit cost for each of the project tasks listed on the Bid Sheet, Section 00305. Bidder should also reference the Scope of Work – Specification Section 16.4 – Description of Tasks.

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All bids must be made upon the blank form of proposal annexed hereto. All blank spaces must be filled in, in ink, in both words and figures, with the amounts for which the proposal is made. The proposal must be signed by the bidder who shall include his business address.

**Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

It is the purpose of Passaic Valley Sewerage Commission not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and equipment to enable him to prosecute the work successfully, and to fulfill all requirements of the contract. As part of its evaluation of any bidder PVSC reserves the right to request, and upon such request the bidder shall supply, certified financial statements and/or other documentation to substantiate the bidder's ability to successfully prosecute the work. To the extent permissible by law, PVSC agrees to maintain confidential such documentation as the bidder may identify as "Business Confidential." In no event, however, shall PVSC be subject to any claims resulting from disclosure of any such information under law for any other reason.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than 10% of the total bid, not to exceed \$20,000.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto in Section 00301, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State Of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and shall be satisfactory to the Passaic Valley Sewerage Commission.

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All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in Section 00300.

**All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone 609-292-1730. Failure to submit proof of registration (prior to contract award, in accordance with the 2009 Amendment to NJSA 40A:11-23.2) requires mandatory rejection of bid as a non-waivable defect. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.**

**All bidders and their subcontractors on this contract are required to hold or obtain a "Public Works Contractor Registration" as defined in Section 00404 of this contract.**

**The Bidder shall submit a copy of the Public Works Certificate of Registration issued by the Commissioner of Labor with the Bid.**

**Each contractor shall, after the bid is made, prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L. 1999, c238; amended 2003, c.91, s.4.**

If awarded a contract your company/firm shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [NJSA 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et seq.) or subsection e. of section 92 of PL 1977, c 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at [www.nj.gov/njbgs\\_or\\_by\\_phone\\_609-292-1730](http://www.nj.gov/njbgs_or_by_phone_609-292-1730).

**All bidders on this contract are required to be eligible for contract award under the terms and conditions of State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009).**



The bidder to whom a contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter 127, Affirmative Action Compliance.

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

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address given him, that the contract is ready for signature; and in case of his failure or neglect so to do, Passaic Valley Sewerage Commission may, at their option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

Bid Security will be held in lieu of a Performance Bond for the duration of the contract, at which time it will be returned to the Contractor.

The bidder must file simultaneously with his bid a sworn statement, giving evidence of availability of required facilities and equipment as called for to carry out the terms of the contract and proof that such facilities will be in the possession of the contractor at the time of contract commencement.

The successful bidder shall be solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

**Prior to commencing any work at the site the Successful Bidder shall designate in writing to PVSC the name of the person who is their on-site safety officer.** The successful bidder shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The successful bidder shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work. Submission of a bid on this project shall constitute a representation by the bidder that it has obtained, reviewed and will comply with the requirements of the Construction Safety & Health Manual, referenced above, as well as all other Federal, State and Local safety requirements.

Passaic Valley Sewerage Commission reserves the right to reject any and all bids or accept any bid in accordance with applicable laws and regulations. Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest so to do.

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at:

[http://www.state.nj.us/treasury/purchase/forms/DPA\\_Form\\_Packet.pdf](http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf) (page 6 of 17) and

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively.

**It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

Questions and request for proposals shall be directed, electronically or in writing, to the Passaic Valley Sewerage Commission Purchasing Department for official response.

The Purchasing Department telephone number is (973) 466-2723.

The Purchasing Department email address is: [tfuscaldo@pvsc.nj.gov](mailto:tfuscaldo@pvsc.nj.gov)

**Passaic Valley Sewerage Commission  
Office of the Passaic Valley Sewerage Commission  
600 Wilson Avenue, Newark, N. J. 07105**

**Gregory A. Tramontozzi**  
Acting Clerk

**Contract No. A924**

Date: May 9, 2014

PASSAIC VALLEY SEWERAGE COMMISSION  
PROPOSAL TO

PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT  
FACILITY FOR A TWO (2) YEAR PERIOD

To: PASSAIC VALLEY SEWERAGE COMMISSION

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principles are named under the bid signatures, that the proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission, in the form of the copy of the Contract deposited in the office of the Passaic Valley Sewerage Commission, to perform all the work described in the contract specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following sums, exclusive of all taxes, to wit:

If this proposal shall be accepted by the Passaic Valley Sewerage Commission, and the undersigned shall fail to contract as aforesaid, within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commission may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the Bid Bond or certified check and the proceeds thereof for 10% of the total bid, not to exceed \$20,000.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said default; otherwise the accompanying Bid Bond or certified check shall be returned to the undersigned.

Signature of bidder with residence and business address.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_



The names and residences of all persons and parties interested in the foregoing bid, as principals, are as follows:

In case of a corporation, give names of President, Treasurer and Manager.

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Bidder's New Jersey Business Registration Certificate Number:

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(Also Provided Copy of Certificate)

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the Passaic Valley Sewerage Commissioner's to judge his experience, skill and business standing. See Sections 00305 (L) and 01710 for specific requirements.

This requirement will be fulfilled by completion of the "**Certification Questionnaire**" included in Section 00401 – Reference Questionnaire.

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned, \_\_\_\_\_ as Principal; and \_\_\_\_\_ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of 10% of the total bid, not to exceed \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to:

**PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT FACILITY FOR A TWO (2) YEAR PERIOD**

**NOW THEREFORE,**

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

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

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

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

Principal: \_\_\_\_\_  
Print Name

Surety: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

Seal: \_\_\_\_\_

Seal: \_\_\_\_\_

**00302 SURETY COMPANY CERTIFICATE**

**(To Accompany Proposal)**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the \_\_\_\_\_

\_\_\_\_\_  
**(Name of Surety Company)**

corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey, certifies and agrees, that if Contract No. A924 is awarded to \_\_\_\_\_

\_\_\_\_\_  
**(Name of Bidder)**

undersigned corporation will execute the Bond or Bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

\_\_\_\_\_  
**(Surety)**

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)



**00303 STATEMENT OF OWNERSHIP OF ALL OWNERS  
OF 10% OR MORE OF THE STOCK OF THE CORPORATION**

Under the provisions of the State Law (NJSA 52:25-24.2, Chapter 33 of the Laws of 1977), a bidder must file a statement of ownership prior to or with the bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be.

**IN ORDER FOR YOUR BID TO BE CONSIDERED**, you must list below the names and addresses of those meeting the criteria of the law:

**1. PARTNERS WITH TEN PERCENT (10%) OR GREATER INTEREST:**

<u>Name</u>	<u>Address</u>
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**2. Owners of ten percent (10%) or more of the stock of the corporation, including stock of all classes. IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK.**

<u>Name</u>	<u>Address</u>
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**3. If under Item #2, the name of a partnership or corporation is listed, list below the names of individual partners and/or stockholders of whatever class who own a ten percent (10%) or greater interest in the partnership or corporation listed under Item #2: IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK.**

<u>Name</u>	<u>Address</u>
-------------	----------------

**Signature:** \_\_\_\_\_  
**(Person who Signs Bid Proposal)**

**Note:** Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waiveable deficiency and the Commission, in the event of non-compliance, are required as a matter of law to reject your bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "NONE" that must be written in.

If required, attach additional sheets to list all names.

**00304 AFFIRMATIVE ACTION COMPLIANCE**

**IF AWARDED A CONTRACT, YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND EXECUTION THEREOF:**

Pursuant to Public Law 1975, C. 127 (NJAC 17:27), Affirmative Action Compliance is required by contractors bidding on contracts let by Public Agencies (see Section 00737). Prior to the award and execution of the contract, the low bidder must furnish the Passaic Valley Sewerage Commission with the following documentation:

The Public Agency may require the construction contractor that is to be awarded the contract to submit their **Initial Project Workforce Report** (copy marked Public Agency) at the time the signed contract is returned to the Agency.

Note: The Initial Project Workforce Report (A.A. 201) must be submitted by the **third day after the signing of the construction contract.**

If the construction contractor does not submit the Initial Project Manning Report (A.A. 201) within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the contractor does not submit the Affirmative Action document, the Public Agency must declare the contractor as being non-responsive and may award the contract to the second lowest responsible bidder.

00305 **BID SHEET (Including Terms and Conditions Applicable to the Proposal)**

**CONTRACT NO. A924 - PAC MOTOR REPAIRS AT THE SLUDGE  
HEAT TREATMENT FACILITY FOR A TWO (2) YEAR PERIOD**

Name of Contractor: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Mailing Address must include Street Address)

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

- A. The Bidder shall repair and/or recondition, as may be required, any one of twelve (12) synchronous motors, with a brushless exciter, rated at 900 HP, 514 RPM, and 4160 volts at the Sludge Heat Treatment Facility with all of the terms, conditions and requirements of the specifications.

For purposes of evaluating and comparing bids, the bidder shall provide a unit cost for the following summary of tasks.

**The bidder must submit a bid for each task. Failure to do so will result in the bid being considered non-responsive and shall be cause for the bid to be rejected. The bid will be evaluated based on the sum total of all tasks listed excluding Task #11.**

**Task #1**

Test the motor on site and provide a written diagnosis of the motor failure. \$ \_\_\_\_\_

**Task #2**

Remove motor, transport to and from the contractor's shop, reinstall, and perform operational test. \$ \_\_\_\_\_

**Task #3**

Inspect the motor and perform various tests at the contractor's shop to provide a detailed failure report and list of work to be done on the motor. \$ \_\_\_\_\_

**Task #4**

Remove, Replace Windings for:

- a. Motor Rotor \$ \_\_\_\_\_
- b. Motor stator \$ \_\_\_\_\_
- c. Exciter Rotor \$ \_\_\_\_\_
- d. Exciter Stator \$ \_\_\_\_\_



**Task #5**

Remove and Restack Original Laminations for:

- a. Motor Rotor (per Pole) \$ \_\_\_\_\_
- b. Motor stator \$ \_\_\_\_\_
- c. Exciter Rotor \$ \_\_\_\_\_
- d. Exciter Stator \$ \_\_\_\_\_

**Task #6**

Recondition the Motor \$ \_\_\_\_\_

**Task #7**

Machine the Rotor Shaft \$ \_\_\_\_\_

**Task #8**

Repair the Babbitted Pedestal Bearing \$ \_\_\_\_\_

**Task #9**

Final Report \$ \_\_\_\_\_

**Task #10**

Contingency Manpower (Regular Time) \$ \_\_\_\_\_/Man Hour x 40 Hours = \$ \_\_\_\_\_

Contingency Manpower (Overtime) \$ \_\_\_\_\_/Man Hour x 40 Hours = \$ \_\_\_\_\_

Overtime hourly work (if approved) will be billed at a cost of 1.5 times the Regular Time hourly work.

**Task #11**

Contingency materials – contractor’s invoiced price, plus 15% mark up.

Total of Task #1 through #10 \$ \_\_\_\_\_

Bid Amount Written:

\_\_\_\_\_ Dollars and  
 \_\_\_\_\_ Cents

Any motor sent for repair shall be returned within twenty-one (21) calendar days, or as otherwise mutually agreed, exclusive of Task #5. The additional days needed to perform Task #5 shall be negotiated at the time of repair, if this work is required.

Costs for Task #10 and labor shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses. Billing time for Task #10 is to begin at the start of work at PVSC and end at the time leaving PVSC. The minimum billable time for a call in will be four (4) hours.

The contractor hourly rate submitted for Regular time in Task #10 will cover PVSC’s normal working hours of 7:45AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The overtime hourly rate will be used during weekdays after 40 hours per week or

for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours.

The Contractor hourly rates in Task #10 for labor shall commence from the actual time the Contractor reports at the PVSC Facility requiring service until the time leaving PVSC. PVSC will maintain appropriate records showing the actual time the contractor spent on the job.

**The hypothetical 40 hour work crew described in Task #10 is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.**

The term of this contract is for a two (2) year period, beginning from the Notice to Proceed date. All prices shall hold firm and not be subject to increase during the term of the contract.

The work shall proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the contractor's bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the contractor.

- B.** All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is an agency of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.).
- C.** The cost of all Warrantees shall be included in each of the total bid item prices.
- D.** The bidder's price shall be inclusive, including all labor, equipment, consumables, inspection and transportation. Bidder shall not include the cost of any services provided by PVSC.
- E.** Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- F.** The Commission reserves the right to make no award and reject all bids in accordance with applicable laws and regulations.
- G. Contract Period and Extension Option:** If in the opinion of the Commission it is in the best interest of PVSC to extend this contract, the Contractor will be so notified of the Commission's intent at least thirty (30) days prior to the expiration date of the existing contract. The Contractor shall have fifteen (15) calendar days to respond to the Commission's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including all prices, will be applicable.
- H.** The successful Bidder shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the General Conditions, Section 00727. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- I.** It is the bidder's responsibility to visit the PVSC facilities to inspect and to verify all locations, dimensions, conditions and access as needed to perform the contract work. Arrangements for the site visit can be made by contacting Mr. Peter Wasiliew, Electrical Engineer at (973) 817-5794.
- J.** No variations will be permitted to the statutorily mandated terms and conditions of the contract. Terms and conditions are in accordance with N.J.S.A. 40A:11-1, et seq. and/or the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the statutorily mandated terms and conditions will be considered non-responsive and will be rejected.

- K. If the Bidder intends to offer alternatives to the materials, equipment and/or services specified, then it is mandatory that the Bidders list and explain in detail any and all such exceptions to the specifications on the attached "Bidders Exception" sheet, and shall submit the sheet with his bid. If the exception involves material or equipment, the Bidder shall also include technical data to show that the exception is equal to or better than those specified. It is understood that if no exception is listed on the "Bidders Exceptions" sheet, the Bidder shall supply all the materials, equipment and/or services exactly as prescribed and shall return the "Bidders Exception" sheet marked "**NONE**".
- L. Only Bidders with experience with a similar type of work will be considered. The Contractor shall supply certification of this experience by furnishing at least three (3) customers (with names and addresses and telephone numbers) where he had performed work of a similar nature and the dates the work was performed. Reference Section 00401 – Supplement to Bid Forms and Section 00305 – Bid Sheet.
- M. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- N. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.
- O. Payment will be made in accordance with the Schedule as specified in Division 1, Section 01025.
- P. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

To the extent that N.J.S.A. 2A:30A:-2 applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

§

COUNTY OF

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

I am \_\_\_\_\_, of \_\_\_\_\_, the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have 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.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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.

Sworn on Behalf of: \_\_\_\_\_

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public of New Jersey

**Contract No. A924 – PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT  
FACILITY FOR A TWO (2) YEAR PERIOD  
00401 Supplement to Bid Forms**

**REFERENCE QUESTIONNAIRE**

A reference list generated by the bidder is acceptable provided all of the information listed below is supplied.

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION AND CONTRACT PRICE	CHECK PRIME OR SUB CONT. PR SUB	LIST NAME & TEL. NO. OF PERSON IN CHARGE	APPROX. DATE COMPLTD MO./ YR.	WAS TIME EXTENSION NECESSARY YES / NO ATTACH EXPLANATION	WERE ANY PENALTIES IMPOSED? ATTACH EXPLANATION	WERE LIENS CLAIMS OR STOP NOTICES FILED? ATTACH



00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT NO. A924

PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT FACILITY FOR A TWO (2) YEAR PERIOD

Pursuant to N.J.S.A. 40A:11-23.1a, 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 PVSC'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. If there were no revisions or addenda write **NONE** on the top line, sign the acknowledgment below and submit with the bid documents.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgment by Bidder:**

Name of Bidder:  
(Company Name) \_\_\_\_\_

By Authorized Representative:

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

Print Name and Title: \_\_\_\_\_

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

**00403 (To be used if the contract value is expected to exceed \$100,000.00)**

**PASSAIC VALLEY SEWERAGE COMMISSION**

**CONTRACT NO. A924 - SUBCONTRACTOR LISTING**

**Failure to complete this Section may be a cause for the bid to be rejected.**

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required).

<u>Work to be Performed</u>	<u>Name(s) and Address of Subcontractor(s)**</u>	<u>License Number(s)</u>
1. Plumbing & Gas Fitting and all Kindred Work	_____ _____ _____	_____
2. Heating and Ventilation and all Kindred Work	_____ _____ _____	_____
3. Electrical Work	_____ _____ _____	_____
4. Structural Steel and Ornamental Iron Work	_____ _____ _____	_____

\_\_\_\_\_  
Name and Title of Authorized Representative

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

**\*\*IMPORTANT NOTE:** Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the Bidder shall submit to PVSC a certificate signed by the bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to PVSC simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

PUBLIC WORKS CONTRACTOR REGISTRATION

CONTRACT NO. A924

PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT  
FACILITY FOR A TWO (2) YEAR PERIOD

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 – 56.48 et seq.) amended by P.L. 2003, C.91

"No contractor shall bid on any contract for public work as defined in section 2 of P.L 1963, c150 (C34:11 – 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, c238 (C34:11 – 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 is registered pursuant to that act." (N.J.S.A. 34:11 – 56.51)

"Contractor means a person, partnership, association, joint stock company, trust corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L 1963, c150 (C34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A. 34:11 – 56.50)

2. Proof of registration is required before an award can be made:

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

3. On and after August 16, 2003, Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As a practical matter, proof of required registration should be submitted with the Bid].
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Signer - Please type)

**CONTRACT NO. A924  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS  
FOR**

**PAC MOTOR REPAIRS AT THE SLUDGE HEAT TREATMENT  
FACILITY FOR A TWO (2) YEAR PERIOD**

**THIS AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the "Commission," acting through its Chairman, and

\_\_\_\_\_  
\_\_\_\_\_  
a corporation chartered under the laws of the State of \_\_\_\_\_ partnership,  
individual with principals offices at \_\_\_\_\_

\_\_\_\_\_  
hereinafter called the "Contractor."

**WITNESSETH:** That the said Contractor has agreed and by these presents does agree with the Commission, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

In the event that the contract documents, exclusive of the Contractor's Bid Form, are in conflict with the Contractor's Bid or Bid Form, the provisions, terms and conditions of the Commission Contract Documents and specifications shall bind the parties.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the Commission may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the Commission, and within 730 consecutive calendar days from the date of "Notice to Proceed."

The Commission shall not be liable to the Contractor for any neglect, default, delay or interference of or by another other contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

**00500      CONTRACT AGREEMENT (Page 2 of 2)**

Name and addresses of each person or company interested in the Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is hereby mutually agreed that the Commission are to pay and the Contractor is to receive the amount bid (less retainage, if any) as stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all material and labor and in all respects completing the herein described work in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.

Subject to the applicable provisions of law, the Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the Commission.

**IN WITNESS WHEREOF:** The parties hereto have executed this agreement the day and year first above mentioned.

**PASSAIC VALLEY SEWERAGE COMMISSION**

(SEAL)

BY: \_\_\_\_\_

ATTEST BY: \_\_\_\_\_  
**PASSAIC VALLEY SEWERAGE COMMISSION**

\_\_\_\_\_  
**CONTRACTOR NAME**

BY: \_\_\_\_\_  
**CONTRACTOR**

(SEAL)

ATTEST BY: \_\_\_\_\_  
**CONTRACTOR**

**00700      GENERAL CONDITIONS – INDEX**

- 00701      Knowledge of Contract Conditions & Requirements**
- 00702      Surety Bond**
- 00703      Obligation of Contractor**
- 00704      Engineering Decision Final**
- 00705      Bankruptcy of Contractor**
- 00706      Responsibility of Contractor**
- 00707      Claims by Contractor**
- 00708      Completion of Work**
- 00709      Subcontracts**
- 00710      Changes to Contract**
- 00711      No Waiver of Contract**
- 00712      Claims for Extra Work**
- 00713      N. J. Contract Laws**
- 00714      Starting Date**
- 00715      Contractor Inspection of Site**
- 00716      Prior Site Visit**
- 00717      Existing Physical Conditions**
- 00718      Joint Venture**
- 00719      Omissions by Sub-Contractors**
- 00720      N. J. Statutes**
- 00721      Access to Work**
- 00722      Temporary Utilities**
- 00723      Permits**
- 00724      Save Owner Harmless**
- 00725      BUSINESS REGISTRATION**
- 00726      NOT USED IN THIS CONTRACT**
- 00727      Insurance Requirements**
- 00728      Removal of Temporary Work**
- 00729      Release from All Claims**
- 00730      Claims Against Contractor**
- 00731      Lien Against Contractor**
- 00732      Consent of Surety to Final Payment**
- 00733      NOT APPLICABLE TO THIS CONTRACT**
- 00734      Certification of Engineer**
- 00735      Extra Work**
- 00736      Default of Contractor**
- 00737      Affirmative Action**
- 00738      Substantial Completion and Inspections**



**00700**    **GENERAL CONDITIONS**

**00701**    The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable.

**00702**    The Contractor will, simultaneously with the execution of this contract, deliver to PVSC a surety bond of a surety company qualified to do business in New Jersey, and shall be listed in the current Federal Register, Department of the Treasury Circular 570. "Surety Companies acceptable on Federal Bonds." The said surety bond will provide that the surety company will become surety for the faithful performance of the work and shall be in an amount equal to the contract price, and shall be so conditioned as to indemnify PVSC against any losses due to the failure of the Contractor to conform to the requirements.

The form of the surety bond shall be subject to the approval of the Chief Counsel of PVSC and shall be in accordance with the requirements of N.J.S.A. 2A:44-143 to 147.

**00703**    The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

**00704**    All work done under this contract shall be done to the satisfaction of the Engineer of PVSC, who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Chief Engineer of the Passaic Valley Sewerage Commission, or his duly authorized representative.

**00705**    If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or disregard laws, ordinances, or other instructions of the Engineer, or this contract, then PVSC, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.

**00706**    The Contractor shall be responsible for all parts of its work, either temporary or permanent, until the contract is accepted by PVSC and it shall thoroughly protect all work, finished or unfinished, against damage from any cause. Risk of loss shall remain with the Contractor until the work has been accepted by a resolution duly adopted by PVSC. The use of part or all of the work by PVSC shall not relieve the Contractor of its responsibility until such time as the work has been formally accepted by resolution. The Contractor shall conduct its operations in such a manner as to provide maximum safety for all employees on the work and the public as well, and shall comply with the requirements of all New Jersey and Federal Statutes governing safety requirements for employees.

**00707**    All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to PVSC shall, unless otherwise specified to the Contractor in writing, be delivered to the office of PVSC at 600 Wilson Avenue, Newark, New Jersey 07105 and any notice to or demand upon PVSC shall be sufficiently given if delivered to

the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

- 00708** No final payment shall be made until the Engineer has certified to PVSC that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.
- 00709** The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of PVSC, nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of PVSC.
- 00710** This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- 00711** Neither the inspection by the Engineer or any agent or employee of PVSC, nor any order by PVSC for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by PVSC or the Engineer, nor any possession taken by PVSC or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and PVSC shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- 00712** The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of PVSC; and the failure of PVSC to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.
- 00713** Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- 00714** The Contractor shall commence with the work on the project within ten (10) days after notice to proceed unless stated otherwise herein.
- 00715** The Contractor has agreed that is has carefully examined the site of the work, the form of the contract and specifications and the drawings referred to therein, and will provide all necessary machinery, tools, apparatus, and other means for construction and do all the work and furnish all the materials called for by the within contract and the specifications and the requirements under them of the Engineer and in accordance with the bidders notice, information for bidders, plans, general requirements, specifications, etc., all of which are incorporated herein as though fully set forth and form a part of this contract.
- 00716** The Contractor is held to have visited the site prior to the time of submitting bids and to have apprised and informed itself of all conditions at the site. Any information furnished by a representative of PVSC upon such matters shall in no way relieve the Contractor from risk or responsibility in fulfilling all of the terms of the contract; nor shall PVSC assume any responsibility or incur any liability as the result of furnishing of information by any representative.

- 00717** Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by PVSC and PVSC incurs no responsibility or obligation to the Contractor or others in connection therewith.
- 00718** The Contractor shall not employ any subcontractor that PVSC may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. PVSC may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- PVSC requests that the Contractor provide proof of its business registration with the New Jersey Department of Treasury as required at, or before, time of award.
- The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State License Number and Business Registration Certificate from the New Jersey Department of Treasury (required at, or before, time of award).
- 00719** The Contractor agrees that it is as fully responsible to PVSC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 00720** The Contractor will be required to comply with the requirements of Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) and all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- 00721** Representatives of PVSC shall have access to the work when it is in progress. Any inspection costs incurred by PVSC by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.
- 00722** The Contractor must arrange for its own utilities, paying for all permits, connections, consumption, as required of whatsoever kind.
- 00723** The Contractor shall procure at its own expense all necessary permits to prosecute and complete the work. It shall keep itself fully informed of all existing and future state and Federal Laws and Regulations and Municipal Ordinances and Regulations, in any manner affecting the work and the persons engaged or employed in the work, or the materials used in the work, or in any affecting the performance of the work, either with respect to hours of labor or otherwise, and of all such laws, ordinances, regulations, orders and decrees, and shall protest and indemnify PVSC and their officers and agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, or by its agents or employees.
- 00724** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless PVSC and its Commission, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor, including sub-contractors, or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this agreement or in the use or occupancy of any facilities or equipment provided by the Indemnified Parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations,

rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

This section shall apply regardless of whether or not the damage, loss, or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability, or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party.

This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, or its officers, directors, employees, agents, contractors, or sub-contractors to indemnify an Indemnified Party. Contractor's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws, or other employee benefit laws or regulations.

The indemnification obligations of this section shall survive termination or expiration of the Contract.

**00725** PVSC requests that the Contractor provide proof of its business registration with the New Jersey Department of Treasury prior to award of contract with its bid. **Failure to submit proof of business registration prior to contract award is a fatal defect by law that cannot be cured and cause for rejection of the bid.**

The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State license number and business registration certificate from the NJ Department of Treasury.

**00726 NOT USED IN THIS CONTRACT**

**00727** The Contractor must procure and maintain during the term of this contract the following types of insurance coverage, which shall be consistent with the terms of the specifications and general and supplemental conditions:

1. Commercial General Liability ("GCL") insurance, for personal injury and property damage liability of not less than five million dollars (\$5,000,000) combined single limit for each occurrence/five million dollars (\$5,000,000) aggregate;
2. Comprehensive automobile liability insurance coverage of not less than one million dollars (\$1,000,000) combined single limit;
3. Workers' compensation with limits in accordance with New Jersey law; and
4. Employer liability insurance with limits of at least five hundred thousand dollars (\$500,000).

PVSC and its Commission, officers, directors, employees, and agents shall be named as additional insureds on the CGL and comprehensive automobile liability policies, and, within 20 days of the Notice of Intent to Award Contract, the Contractor shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its Commission, officers, directors, employees, and agents as additional insureds. The submission of a Certification of Insurance will not serve as adequate proof that PVSC and its Commission, officers, directors, employees, and agents have been named as additional insureds.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without a minimum 30 days prior written notice to PVSC. In the event of cancellation due to non-payment of premiums, said notice shall be at least 10 days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until the final contract payment, or until the end of the warranty period which ever is later.

Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event the Contractor is permitted to utilize any subcontractor, the Contractor shall require the subcontractor's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and the Contractor's insurance being primary. In the alternative, the Contractor may insure the activities of its subcontractors under its own policies. The Contractor is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

The Contractor's insurance carrier(s) shall also provide an endorsement insuring, accepting and including the requirement of indemnification and defense as set forth in General Conditions Section 00724.

- 00728** Before the final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused materials and rubbish, and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged, destroyed, moved or removed on account of the prosecution of the work; and shall leave the site and all adjacent properties in a neat and presentable condition wherever its operations have disturbed conditions existing at the time of the starting of the work.
- 00729** No final or semifinal payment shall be made until the Contractor has executed and delivered a release to PVSC and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or of any person relating to or affecting the work. (Semifinal payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)
- 00730** Before final or semifinal payment, the Contractor shall deliver to PVSC an affidavit of payment of all claims of suppliers and subcontractors. In the event that any supplier or subcontractor has not been paid and the claim is disputed by the Contractor, the Contractor shall submit all of the facts in its affidavit and PVSC shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claim. Nothing contained herein, however, shall incur any responsibility by PVSC to any material man or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against PVSC.
- 00731** Before final acceptance and final or semifinal payment by PVSC, the Contractor shall deliver to PVSC a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should PVSC be compelled to remove or discharge a municipal lien, mechanics lien, notice of intention or secured instrument, the Contractor shall reimburse PVSC for all costs.
- 00732** Before final or semifinal payment the Contractor shall deliver to PVSC a consent or the Surety to the final payment. Release of final payment shall act to release PVSC of all claims by the Contractor's performance of the contract.
- 00733** **NOT APPLICABLE TO THIS CONTRACT**
- 00734** All payments under the within contract shall be upon the written certification of the Engineer.

**To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted**

**inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.**

**00735** The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract, the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

- (a) By such applicable unit prices, if any, as are set forth in the contract; or
- (b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:
  - 1. Labor, including foreman, but not supervisors.
  - 2. Materials entering permanently into the work.
  - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order.
  - 4. Power and consumable supplies for the operation of power equipment during the above time.
  - 5. Insurance.
  - 6. Social Security and old age and unemployment contributions.
  - 7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

**00736** In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserves the right to rescind the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price.

**00737** During the performance of this contract, the contractor agrees as follows:

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor



agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (I.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (II.) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first

consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

- (III.) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a

compliance investigation pursuant to **Subchapter I0 of the Administrative Code (NJAC 17:27)**.

00738 (E) **Substantial Completion and Inspections**

**Substantial Completion**

When work (or specified part thereof) has progressed (including and specified operational periods) to a point that the Owner determines that the work is ready for its intended use with contract documents.

**Substantial Completion Inspection**

At the point that the Contractor feels that substantial completion is satisfied, request in writing to the Owner a substantial completion inspection. At or prior to the time the Contractor requests substantial completion the Contractor shall have previously submitted O&M manuals, spare parts, guarantees, warranties, as-built and record drawings, certifications and other documents necessary for close-out of the work. At the substantial completion inspection, the Owner shall: inspect the work, add to the Contractor's list any other items to be completed or corrected; and, determine whether the work is substantially complete. If the work is not substantially complete, the Contractor shall forthwith complete all the items the owner has determined to be needed for substantial completion. Upon completion of such work the Contractor shall request an inspection of such work. When the Owner determines that the work is substantially complete including all claims and compensation therefore have been satisfied, the (Owner and Contractor) shall each sign the Certificate of Substantial Completion and semi-final payment will be released, which excludes retainage and punch list items (with dollar amounts associated) listed in the Certificate of Substantial Completion.

**Final Inspection**

Inspection shall be conducted between the Owner and Contractor to determine if deficiencies have been completed and work is acceptable, so that final payment can be released to the Contractor.

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**00800 SUPPLEMENTAL CONDITIONS**

**00821 N.J.S.A. 10:2-1 – Anti-Discrimination**

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

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

**00822 N.J.S.A. 14A:13-3 – Foreign Corporations**

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority to do so from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business in the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities:
  - a. Maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrate or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
  - b. Holding meetings of its directors or shareholders;
  - c. Maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;

- d. Maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.
3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

**00823 N.J.S.A. 34:11-56.27 – Prevailing Wages**

Every contract in excess of \$2,000 for any public work to which any public body is a party or for public work to be done on property or premises leased or to be leased by a public body, shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the commissioner) to the workers employed in the performance of the contract and the contract shall contain a stipulation that such workers shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

34:11-56.26(5) has added to the existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

N.J.S.A. 34:11-56.25 et seq., requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389.

NOTE: Prevailing wage rates will not apply or be applicable to any contract unless an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination," listing the prevailing wage levels is attached to the contract.

**00824 N.J.S.A. 52:25-24.2 – Statement of Ownership**

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

**00825 N.J.S.A. 52:33-2 and -3 – Use of Domestic Materials**

**52:33-2** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to

be inconsistent with the public interest, or the cost to be unreasonable, only domestic products and materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

**52:33-3** Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic materials in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

**00826 Hazardous Materials**

All hazardous material whether sold, delivered, and/or used to perform a service on the PVSC site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, c315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous material not complying with this act will cause the PVSC to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The PVSC will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commission may seek redress under the Default Article of the contract.

**00827 Certified Payroll**

Effective February 18, 1992 Regulation N.J.A.C. 12:60 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et seq., requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389, telephone (609) 292-2259.

**00828 Set-Aside Contract Compliance**

Contractor shall comply with the New Jersey Statute governing minority and female contractor and subcontractor participation on construction contracts as required by N.J.S.A. 52:32-17. The regulations, which are more specifically set forth in N.J.A.C. 17:14-1.1 et seq., are incorporated herein by reference and made a part hereof.

**00829 NOT APPLICABLE TO THIS CONTRACT**

**00830 N.J.S.A. 40a:11-17 – Number of Working Days Specified**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily



employed by it on the work, for any number of days in excess of the number allowed in the specifications.

**00831 N.J.S.A. 40A:11-19 – Liquidated Damages**

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

**00832 N.J.A.C. 17:44-2.2 (b) - Authority to Audit or Review Contract Records**

- a. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to [N.J.S.A. 52:15C-14\(d\)](#).
- b. 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."

## **00900 PUBLIC LAW 2005, CHAPTER 51 FORMERLY: EXECUTIVE ORDER 134**

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to [CD134@treas.state.nj.us](mailto:CD134@treas.state.nj.us) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Forms**

**NOTE:** Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

#### **Part 1: VENDOR INFORMATION**

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor's business organization from the list provided.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

#### **Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION**

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

**NOTE:** Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

### **Part 3: DISCLOSURE OF CONTRIBUTIONS MADE**

**Check the box at top of page 2 if no reportable contributions have been made by the vendor.**

If the vendor has no contributions to report, this box must be checked.

**Name of Recipient Entity** – Enter the full name of the recipient entity.

**Address of Recipient Entity** – Enter the recipient entity’s street address.

**Date of Contribution** – Indicate the date of the contribution.

**Amount of Contribution** – Enter the amount of the reportable contribution.

**Type of Contribution** – Select the type of contribution from the list provided.

**Contributor Name** – Enter the full name of the contributor.

**Relationship of Contributor to the Vendor** -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

**NOTE:** If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

### **Part 4: CERTIFICATION**

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.

### **USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117**

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>
- **“Officer”** means a 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. Please note that officers of non-profit entities are excluded from this definition.

- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a **candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee**, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

### **Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

## **Questions & Answers**

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

**NOTE:** *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.*

<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

## **DIVISION 1 - GENERAL REQUIREMENTS**

### **01010 SCOPE OF WORK**

The objective of this contract is to provide immediate repair to any one of twelve (12) horizontal brushless synchronous motors, which are located in the basement of the Sludge Heat Treatment Facilities. The work of this contract shall consist of furnishing all labor, materials, equipment and tools to repair and place in operating condition the motor as specified below.

It is the intent of this contract to require an installation complete in every detail, whether or not indicated in the Specifications. Consequently, the Contractor shall be responsible for all details necessary to furnish, install and properly adjust, test, and place in successful operation, a complete installation of the equipment as specified.

### **01011 ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS**

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

The Contractor is required to check all dimensions and quantities on any drawings or schedules made available by the Owner, and shall notify the Owner of all errors therein which he may discover by such examination.

### **01025 PAYMENT**

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner for review and approval a breakdown of the lump sum bid in such detail and form as will be acceptable to the Owner for use in facilitating the preparation of monthly estimates for progress payments to the Contractor. The breakdown shall also show the delivered price of material, equipment, and the allowance for installation.

The Owner will make partial payment to the Contractor on the basis of an approved estimate of the work performed during the preceding calendar month by the Contractor, duly approved and certified by the engineer which estimate includes the allowances as noted above. All such payments shall be considered tentative only, subject to correction in the semifinal estimate, and need not be based on accurate measurement.

In addition to the formal contract documents, the Contractor will receive a copy of a PVSC Purchase Order. To assure proper payment, the PVSC purchase order number must appear on the Contractor's invoice.

After acceptance by the PVSC of an invoice for the items delivered and the work done, the Commission at their next scheduled monthly meeting will pay the amount due, less two (2%) per cent retainage as a guarantee against warranty claims.

#### **Where instruction manuals and parts list are specified in the Contract Documents:**

Payment will not be made until approved instruction manuals and parts lists have been received and approved by PVSC.

A vendor invoice shall be submitted for every item of material purchased for this contract for which payment is being requested plus a 15% mark-up fee. The Contractor will get paid only for the actual invoices for materials purchased on the project.

#### **Overtime hourly work (if approved) will be billed at a cost of 1.5 times the Regular Time hourly work.**

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

**01037 REPLACEMENTS**

In the event of damage to any PVSC property or equipment, immediate necessary repairs and/or replacements shall be made subject to the approval of the Engineer, and at no additional cost to the Owner.

In the event of damage to any equipment critical to the Sewerage Treatment Plant, repairs will be made by PVSC and the cost will be backcharged to the Contractor.

**01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS**

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

**01040 CONCURRENT WORK AND OTHER CONTRACTORS**

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

If, in the judgment of the Owner, the joint occupation of the site of the work by the Owner or by two (2) or more contractors working on different contracts at the same time actually impedes progress in the work herein described, the Owner may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.

**01046 WORKING HOURS**

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:45 a.m. to 4:15 p.m.), five (5) days per week, with the exception of PVSC Holidays. Other hours require PVSC consent and approval. A list of PVSC Holidays will be provided to the contractor.

**01048 SUBCONTRACTS AND SUBCONTRACTORS**

The Contractor shall, within ten (10) days after "Notice to Proceed" notify the Engineer in writing of the names, addresses and experience records of subcontractors (if any) he proposes for principal parts of the work. PVSC reserves the right to review the qualifications of all subcontractors and to reject any deemed not qualified to perform the work required. Subcontractors must be covered by insurance as required in the General Conditions, Section 00727.

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

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

**01049 WORK BY PVSC PERSONNEL**

The right is reserved by the owner to do work using its own forces and/or other contractors to do work during the progress and within the limits of or adjacent to the work of this contract, and this contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work.

**01300 SUBMITTALS**

Not in this contract.

**01310 SCHEDULING**

On the same day after receiving the notice of motor failure, the contractor shall meet with the PVSC Plant Engineer to provide a schedule of work. The contractor will not be permitted to interfere with the operation of the Sludge Heat Treatment Facility.

**01400 QUALITY CONTROL**

NOT IN THIS CONTRACT

**01410 TESTING OF MATERIALS**

The Commission may hire a testing laboratory to determine if the materials conform to the specifications. If the specifications are not met, the materials will be rejected and the cost of testing will then be paid by the vendor.

**01420 INSPECTION AND ACCEPTANCE**

Inspection of materials by the Commission' personnel shall not relieve the vendor of any obligations to fulfill the terms of this contract, and any defective part found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such part and materials have been previously overlooked by the Engineer and accepted.

**01421 DEFECTIVE WORK, EQUIPMENT OR MATERIALS**

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within two (2) days after the service by the Owner of an order to replace such defective work or discard such equipment or materials, or to prove to the satisfaction of the Owner that he is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided. The expense thereof shall be deducted from the monies as are or may become due under this contract; or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the contractor or his Surety. If, during the warranty period provided for hereinafter, any work done in accordance with that article shall be found defective before the end of the warranty period, such defective work shall be made good in the same manner as provided herein. The Owner will have the option at all times to allow the defective or improper work to stand and to accept an equitable deduction from the contract price therefore.

**01422 OWNER'S RIGHT TO DO WORK AND THREE-DAY CLAUSE**

If the Contractor or his subcontractors should neglect to prosecute the work properly or fail to perform any provisions of the contract documents, the Owner, after three (3) days written notice to the Contractor may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**01602 TOOLS, EQUIPMENT AND UTILITIES**

All tools, and equipment, required to perform the work described in the contract shall be provided by the Contractor. Test equipment shall be NIST (National Institute of Standards and Technology) calibrated with certification.

**01603 SAFETY**

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of



effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

**Prior to commencing any work at the site the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer.** The contractor shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The contractor shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work.

The Contractors designated on-site safety officer shall be in charge of all of the safety programs of the Contractor and will be responsible to ensure the proper development, implementation and enforcement of all necessary and appropriate safety practices. The Contractor's designated on-site safety officer shall be on site **at all times** that work is being conducted, and shall be solely responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

The Contractor throughout the work of this contract shall comply with the PVSC Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor Administrative Codes. The Contractor will be provided with a copy of the PVSC Safety Rules, these rules, including the wearing of protective head gear, shall be strictly enforced by the Contractor in respect to his own employees, subcontractor's employees, and other personnel engaged in business with the Contractor on PVSC's property.

Contractor's (and subcontractor's) personnel when on PVSC property shall wear OSHA approved hard hats and shall prominently display the Company Name or Logo on the hard hat.

The Contractor is advised of the 15 MPH speed limit on all plant roads, and will be held responsible for his employees (and subcontractors) compliance with this and all rules for traffic safety in the plant.

The Contractor's attention is directed toward several OSHA Safety and Health Standards and New Jersey Labor Department Administrative Codes that influence the conduct of his work in specific areas.

1. OSHA Confined Space Standard, 29 CFR 1910.146 – Work in Confined Spaces
2. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard, 29 CFR 1910.147 (Electrical energy lockout and other energy sources such as steam, air, liquids.)
3. NJAC 7:31-1-6 – Toxic Catastrophe Prevention Act

Before any work commences on PVSC property, the Contractor's Superintendent shall contact the PVSC Facility Supervisor at the site. The PVSC Supervisor will inform the Contractor of the PVSC emergency plant evacuation plan and where he is to assemble his personnel.

The Contractor shall instruct and show his personnel where to assemble, at the sound of the PVSC emergency evacuation siren. The Facility Supervision will notify the Contractor's personnel of the emergency evacuation route they are to follow. At the assembly point, the Contractor's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle. The Contractor should check with PVSC each month shortly before that time to confirm the test is going to be performed. If so, it is not required to assemble for the test cycle.

Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the Contractor shall at all times maintain safety standards for his employees at least as comprehensive as that imposed by the Codes. This includes, for example (and not limited to), monitoring of air in confined spaces with appropriate instrumentation for noxious or toxic gases % oxygen, and lockout and tagout of hazardous energy such as electrical, steam, air or liquids under pressure.

The Contractor shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The Contractor shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The Contractor's arrangements shall be submitted in writing, with required telephone numbers to PVSC's Security Department. PVSC Security will summon the Contractor's emergency personnel, if the Contractor calls PVSC Security from any in plant telephone.

Contractor's personnel will not be treated in the PVSC Dispensary for minor injuries, cuts or services.

#### **01604 MATERIALS HANDLING AND STORAGE**

Material storage and staging area shall be approved by the Owner. All equipment and materials to be incorporated in the work shall be so placed as not to injure the work or the Owner's property as so that free access may be had at any time to all parts of the work, and to all utility installations in the vicinity of the work.

Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible travel in the area. Contractor shall obtain approval of PVSC for storage of his materials and equipment.

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

Contractor shall be responsible for daily cleanup.

All removed materials, rubbish and other things not required to be incorporated in the work shall be promptly removed from the property.

The Contractor will be responsible for the security of his tools, equipment and all his materials.

Any spillage caused by the Contractor, his subcontractors, suppliers or his equipment, while on PVSC property, shall be the Contractor's responsibility to properly clean up at the Contractor's expenses. The clean up shall meet all Federal and State requirements, including proper documentation as may be required.

#### **01630 DOMESTIC PRODUCTS AND MATERIALS**

In accordance with N.J.S.A. 52:33-2&3, only products and materials produced, mined or manufactured in the United States which will ultimately become the property of the PVSC may be used in this contract.

This section shall not apply with respect to domestic materials, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality or in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be permitted. Any request for exception of this requirement shall be in writing and shall be approved by the Engineer.

#### **01710 QUALIFICATION OF CONTRACTOR**

The Contractor and his personnel must be experienced in the type of work specified herein.

The Contractor shall supply certification of this experience by furnishing at least three (3) customers (with names and addresses and telephone numbers) where he had performed work of a similar nature and the dates the work was performed. Reference Section 00401 – Supplement to Bid Forms and Section 00305 – Bid Sheet.

**01720 TRADE PRACTICE/SUPERVISION**

The Contractor shall retain skilled craftsmen for the duration of the job and shall provide continual supervision to insure that good trade practices, including safety, are adhered to.

Further, the Contractor's Supervisor and/or trade Foreman shall be available for consultation with regard to work performed under this specification, to the PVSC designated representative, throughout each day for the duration of the contract.

Contractor will be held responsible for the conduct of his personnel on site, and shall promptly remove individuals who are drunk, disorderly, or found with controlled substances, when requested by the Owner.

Parking for Contractor trucks and employees vehicles with the plant is at the Commission convenience. Parking shall be where designated by the Commission and is subject to change.

**01730 WARRANTY AND QUALITY ASSURANCE**

Contractor shall warrant all work to PVSC for one (1) year against defective materials and workmanship. Warranty to begin with date of acceptance by PVSC.

Inspection of work and materials by the Owner shall not relieve the Contractor of any obligations to fulfill the terms of this contract, and any defective work found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such materials have been previously overlooked by the Owner and accepted.

The work site shall remain open to the Owner for purposes of inspection. The Owner reserves the right to halt progress as he deems the specifications or the intent of the specifications are not being adhered to. The terms Owner, Engineer or Plant Engineer, shall be construed to be interchangeable in this Contract.

## **DIVISION 16 - ELECTRICAL**

### **SPECIFICATION**

#### **16.1 SCOPE OF WORK**

The objective of this contract is to provide immediate repair to any one of twelve (12) horizontal brushless synchronous motors, which are located in the basement of the Sludge Heat Treatment Facilities. The work of this contract shall consist of furnishing all labor, materials, equipment and tools to repair and place in operating condition the motor specified below. This shall include, but is not limited to: rigging, transportation, disassembly, inspection, cleaning and drying, rewinding, replacing leads, RTDS solid state components and connections, dynamic balancing, alignment, testing and start-up. This work shall be performed by way of the appropriate tasks below. All tasks are to be performed as approved by the PVSC and in accordance with this contract.

#### **16.2 IDENTIFICATION OF MOTOR**

Manufactured by Ideal Electric Co.  
Order #GC643993BMX&Y  
Ratings 900 HP 4,160 Volts 3 Phase 60 HZ 514 RPM  
1 S.F. 1 P.F. 98 FL Amps 425% in rush  
Frame Size M4-15  
Weight of Stator 11,095 lbs.  
Weight of Rotor 5,270 lbs.

#### **16.3 SCHEDULING**

On the same day after receiving the notice of motor failure, the contractor shall meet with the PVSC Plant Engineer to provide a schedule of work. The contractor will not be permitted to interfere with the operation of the Sludge Heat Treatment Facility.

#### **16.4 DESCRIPTION OF TASKS**

The contractor shall submit to the engineer for approval the work that is to be performed under the following tasks. Description in this Specification of each task is not intended to be all inclusive or limited to items listed.

##### **Task #1**

Test the motor on site and provide a diagnosis of the motor failure. The purpose of this task is to verify that the motor has failed and warrants being removed. The preliminary testing should include, but not be limited to visual, inspection and appropriate electrical testing of motor.

##### **Task #2**

Prepare the motor for transport and remove the motor from the Sludge Heat Treatment Facility. Transport motor to contractor's shop. Return the motor to PVSC, install at the Sludge Heat Treatment Facility, align with compressor, shim, anchor, perform operational tests.

##### **Prior to Repairs (at PVSC Facility)**

- A. Remove cooling water coil situated on top of motor enclosure.
- B. Remove connection boxes where leads enter into stator frame including the removal of all electrical cables as required.
- C. Remove covers on lifting ports at each corner of the frame.
- D. Record air gap and alignment prior to any disassembly.

- E. Remove pedestal and support rotor to maintain air gap.
- F. Record torque on coupling bolts then remove coupling using contractor's hydraulic torque wrench.
- G. Disconnect exciter.
- H. Using the contractor's equipment and the cranes located in the plant, rig rotor and stator out onto loading area of PVSC Heat Treatment Plant as one (1) unit.
- I. Record shims and location of shims removed from beneath stator frame.
- J. Prepare rotor and stator for shipment.
- K. Using the cranes at the PVSC Heat Treatment Plant, load stator and rotor onto contractor's truck.
- L. Transport rotor and stator frame to contractor's facility.
- M. Provide additional rigging equipment as required for movement of PAC motors on the basement floor.

**After repairs (at PVSC Facility)**

- A. Return motor to PVSC Sludge Heat Treatment Facility. Perform all work required to move repaired motor to its required location and put stator into place using original shimming and hold down bolts and dowel pins. Provide new shims where existing cannot be reused.
- B. Move rotor into place and replace pedestal bearing.
- C. Reconnect exciter.
- D. Reinstall cooling water coil and connect to water piping.
- E. Recouple motor to compressor using proper torque on coupling bolts using contractor's hydraulic torque wrench.
- F. Align motor to compressor maintaining proper air gap. The alignment shall be verified to PVSC prior to field test run and a hard copy shall be supplied to PVSC in the final report.
- G. Perform a full load test. Record the output pressure of the compressor, the line current, the DC excitation current, and the winding RTD temperature every five (5) minutes for one-half hour.
- H. During the full load test perform vibration analysis using a F.F.T. full spectrum analyzer, include a hard copy of the results in the final report.

**Task #3**

A detailed motor inspection and failure analysis is to be performed at the contractor's shop. The failure analysis shall consist of, as a minimum, the following tests.

- A. Insulation resistance testing of all windings and coils.
- B. High Potential test of stator windings.
- C. Voltage surge comparison test of station windings.
- D. Core loss test.

The detail of tests are described in Division 16.5.

The motor's single bearing and shaft shall be inspected.

The contractor shall check and test all windings and components of the brushless synchronous system mounted on the motor.

The results of these tests are to be provided in a failure report to the PVSC to be kept as part of the equipment history and as a basis to support the repair work recommended. The contractor's report shall be prepared and signed by a licensed professional engineer.

The contractor shall detail to the PVSC the work required on the motor, in accordance with the tasks of this Specification. None of this work shall proceed until specific approval from the PVSC is given.

#### **Task #4**

The stator and/or the rotor windings shall be properly stripped and prepared for rewinding. The defective winding shall be removed in such a manner that no mechanical damage is done to the laminations or frame. Heating of laminations shall be controlled to avoid impairment of the magnetic qualities of the core and distortion of any parts. Laminations shall be inspected for damage. Repair of minor damage to the laminations shall be included in the task of rewinding. The slots shall be cleaned and free of sharp edges or particles.

The windings installed by the contractor shall be equivalent to those used by the motor manufacturer and installed according to the motor manufacturer's recommendations along with the proper type and number of RTD's and Strip Heaters. A core loss test shall be performed before and after new windings are installed. A hard copy of the test results shall be provided in the failure and final reports.

Testing of all new windings shall be performed and in accordance with the manufacturer's recommendations. New stator windings shall have the following tests performed as a minimum.

- a. Insulation Resistance Test
- b. High Potential Test
- c. Voltage Surge Comparison Test
- d. Lead to Lead Resistance
- e. Core Loss Test

The details of these tests are described in Division 16.5. The PVSC shall be informed prior to and may at its discretion witness the final tests at the contractor's shop.

#### **Task #5**

Remove and restack the original laminations and include all associated work and materials including insulation, baking and testing. A core loss test shall be performed before and after restacking the laminations, a hard copy of the test results shall be supplied in the final report.

#### **Task #6**

Recondition the motor as described below.

Varnishing of the Windings: The contractor shall vacuum and pressure impregnate and bake the windings in Class "H" or better varnish.

The treatment of windings shall be by vacuum and pressure impregnation in a suitable Class "H" or better Solventless 100% solid insulating compound. After baking, the insulation shall be sprayed with a suitable air drying or baking enamel. All materials shall be applied in accordance with material manufacturer's recommendations for the most desirable physical or electrical properties. Baking temperatures of coating shall not exceed those imposed by the limitations of insulating materials.

Leads and Connections: The contractor shall replace stator leads and connections with wire equal to manufacturer's original specifications.

Balancing: The rotor shall be balanced at the contractor's shop. The balance test shall be made as called for by the latest revision of NEMA Standard MG 1-20-53 and MG 1-20-54.

A hard copy of the test results before and after the balancing shall be supplied in the final report.

#### Painting

The motor frame shall be prepared and painted in the following manner. The surface shall be hand tool cleaned as per SSPC-SP-2. The surface shall then be painted with a ConLux rust arrestor No. 43 Gray primer and two (2) coats of ConLux Enamelite 500 Series, medium gray 16307 per Federal Standards 595A, or approved equal.

#### **Task #7**

Machine the motor rotor shaft bearing surface to remove all damage and prepare the surface to a finish and size compatible with the babbit pedestal bearing.

#### **Task #8**

Recast the babbit pedestal bearing and machine to the proper finish and size for the rotor shaft's final dimension.

#### **Task #9**

Final report – A written final report for the motor shall be prepared by a licensed professional engineer and submitted to the PVSC for review and approval within ten (10) days after the return of the motor. The report shall contain the following information:

1. Motor nameplate data.
2. Date of pickup and return of the motor to and from the plant.
3. Brief description of failure and reference to the Failure Report.
4. Details of work performed.
5. Details of all tests and measurements taken, not in Failure Report. A written analysis of each test shall be made and state whether the results are satisfactory or not.
  - a. All electrical tests of windings and electronic components.
  - b. Balancing information.
  - c. Bearing and shaft dimensions.
  - d. Air GAP readings
  - e. Alignment readings.
  - f. Full load test results.
  - g. Vibration analysis.
6. Observations and recommendations.

### **Task #10**

Provide contingency manpower on an hourly basis for tasks not itemized above. The work included, the manpower required, and the estimated time shall be agreed upon prior to the work being performed. No work will be performed on a contingency basis without specific approval by the PVSC.

**Overtime hourly work (if approved) will be billed at a cost of 1.5 times the Regular Time hourly work.**

**The hypothetical 40 hour work crew described in Task #11 is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.**

### **Task #11**

Provide contingency materials for tasks not itemized above. All materials supplied under this task shall be paid for by the PVSC at the contractor's invoiced price plus 15% mark-up. The estimated cost of materials provided shall be agreed upon prior to the materials being purchased by the contractor. No materials shall be provided on a contingency basis without specific approval by the PVSC.

## **16.5 ELECTRICAL TESTS**

**NOTE:** All instruments used shall be calibrated within one (1) year and traceable to N.I.S.T.

**Insulation Resistance Test:** Insulation Resistance Test shall be performed in accordance with the requirements given in the latest revision of IEEE Std-43, IEEE Recommended Practice for Testing Insulation Resistance of Rotating Machinery. The Polarization Index shall be determined by reading the insulation resistance at one (1) minute and ten (10) minute intervals after direct potential application.

**High Potential Test:** The High Potential Test shall be performed in accordance with the procedures and requirements given in the latest revision of IEEE Std. 112 – IEEE Standard Test Procedures for Polyphase Induction Motors and Generators, and NEMA Standards MG1-2.01 and MG1-12.03 and IEEE Std. 95, Recommended Practice for Insulation Testing of Large AC Rotating Machinery with High Direct Voltage.

**Voltage Surge Comparison:** The Surge Voltage Comparison Test shall be applied to all windings before and after the windings are treated with varnish. The test shall be used to simultaneously test turn-to-turn, coil-to-coil, and coil-to-ground insulation.

**Lead to Lead Resistance:** Lead to Lead Resistance shall be measured using a low resistance bridge type instrument. This test shall be performed on all windings before and after treatment with varnish.

## **16.6 OTHER CONDITIONS**

The contractor will be permitted to use PVSC's in place lifting equipment at no cost to the contractor. The contractor will be responsible for damage or loss while using PVSC's equipment.

The contractor shall have access to the Sludge Heat Treatment Facility on a twenty-four (24) hour per day schedule.

The contractor shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the contract. Upon execution of the contract, the contractor shall furnish the PVSC with all Certificates of Insurance as required and set forth therein.



To assure timely payment, bills must be received no later than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

**16.7**     **WARRANTY**

The contractor shall provide a written warranty for his repairs and parts ending one (1) year from acceptance by the PVSC.

# **APPENDIX**

## **APPENDIX 1**

**State of New Jersey Division of Purchase and Property Two-Year  
Chapter 51/Executive Order 117 Vendor Certification and Disclosure  
of Political Contributions (CH51.1 R1/21/2009)**

## **APPENDIX 2**

**Disclosure of Investment Activities in Iran Form**

## **APPENDIX 3**

**Prevailing Wages**



**State of New Jersey**  
**Division of Purchase and Property**  
 Two-Year Chapter 51 / Executive Order 117 Vendor Certification and  
 Disclosure of Political Contributions

CHAPT 51/EO 117-1

<b>For AGENCY USE ONLY</b>	
<b>General Information</b>	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
<b>Agency Contact Information</b>	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
 (Including trade name if applicable)

**Business Type**     Corporation     Limited Partnership     Professional Corporation     General Partnership  
 Limited Liability Company     Sole Proprietorship     Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or *Lieutenant Governor*;
    - (ii) Any State, county, *municipal* political party committee; OR
    - (iii) Any *legislative leadership committee*.
  - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or *Lieutenant Governor*; OR
    - (ii) Any State, county or *municipal* political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or *Lieutenant Governor*; OR  
 Any State, county, *municipal* political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE:** Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

CHAP 51/EXO 117-2

**Check this box if no reportable contributions have been made by the above-named business entity or individual.**

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 _____	
Contributor Address _____	
City _____	State _____ Zip _____

[Add a Contribution](#)

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification**

CHAPT 51/EO 117-3

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B)  I am certifying on behalf of the above-named business entity only.
- (C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ Date \_\_\_\_\_  
Title/Position \_\_\_\_\_

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

**APPENDIX 2**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP/BID:**

**Bidder/Offeror:** \_\_\_\_\_

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 with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it 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 person or entity.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates *is* listed on the New Jersey Department of Treasury 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 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: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

<b>Name:</b> _____	<b>Relationship to Bidder/Offeror:</b> _____
<b>Description of Activities:</b> _____ _____	
<b>Duration of Engagement:</b> _____	
<b>Anticipated Cessation Date:</b> _____	
<b>Proposer Contact Name:</b> _____	
<b>Contact Phone Number:</b> _____	

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name (Print)** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date:** \_\_\_\_\_



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 - ESSEX

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/01/14
Journeyman (Mechanic)	W34.93 B19.39 T54.32

Expiration Date: 02/28/2015

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Mo. 1-3	Mo. 4-12	2nd year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
As Shown										
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

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

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

INTERVAL	PERIOD AND RATES							
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year		Wage =% of Jnymn Wage	
Wage and Benefit	40%	50%	60%	70%	80%		Bene. =% of Jnymn Wage	

**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 in excess of 8 per day, hours before or after 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.

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 - ESSEX**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/14
Foreman	W44.39 B38.63 T83.02
General Foreman	W46.39 B39.61 T86.00
Journeyman	W40.39 B37.03 T77.42

Expiration Date: 12/31/2014

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	30.94	31.81	32.69	33.55	34.43	35.30	36.16			

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

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

**Craft: Boilermaker                      COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through

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

**County - ESSEX**

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 - ESSEX**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/14
Foreman	W30.29 B16.17 T46.46
General Foreman	W30.79 B16.17 T46.96
Mechanic	W28.79 B16.17 T44.96

Expiration Date: 12/31/2014

**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 \$20,000.00).

**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 - ESSEX**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/01/14
Deputy Foreman	W41.25 B28.26 T69.51
Foreman	W44.25 B28.26 T72.51
Journeyman	W38.25 B28.26 T66.51

Expiration Date: 10/31/2014

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	18.72	19.93	21.18	22.41		

**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 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%, inclusive of benefits, 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%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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 - ESSEX**

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 - ESSEX

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/01/14	11/01/14	05/01/15	11/01/15
Foreman	W49.57	W0.00	W0.00	W0.00
	B27.75	B0.00	B0.00	B0.00
	T77.32	T77.92	T79.17	T80.42
Journeyman	W43.10	W0.00	W0.00	W0.00
	B24.13	B0.00	B0.00	B0.00
	T67.23	T68.23	T69.48	T70.73

Expiration Date: 04/30/2016

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefit	56% of	Appren	tice	Wage	Rate		for all	intervals		

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

**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 7:00 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.

**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, Presidential Election

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

**County - ESSEX**

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 - ESSEX

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/01/14
Foreman	W49.57 B27.75 T77.32
Journeyman	W43.10 B24.13 T67.23

Expiration Date: 10/31/2014

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

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

\* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

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

**County - ESSEX**

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 - ESSEX

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date:

Craft: Cement Mason

COMMENTS/NOTES

\*\*\*See "Bricklayer, Stone Mason" Rates\*\*\*

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

County - ESSEX

Craft: Diver

PREVAILING WAGE RATE

04/01/14	
Diver	W53.21 B40.45 T93.66
Tender	W41.25 B40.45 T81.70

Expiration Date: 04/30/2014

Craft: Diver

COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage  
 60-74 feet: + \$0.25 per foot  
 5-125 feet: + \$0.78 per foot  
 126-200 feet: + \$1.60 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage  
 75-125 feet: + \$0.78 per foot  
 126-200 feet: + \$1.60 per foot

PENETRATION DIVES:

126-200 feet: + \$1.00 per foot  
 201-275 feet: + \$1.25 per foot  
 276-350 feet: + \$1.50 per foot  
 351-425 feet: + \$2.00 per foot

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - ESSEX

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	04/01/14
Foreman	W47.69 B40.45 T88.14
Foreman (Concrete Form Work)	W47.69 B32.61 T80.30
Journeyman	W41.47 B40.45 T81.92
Journeyman (Concrete Form Work)	W41.47 B32.61 T74.08

Expiration Date: 04/30/2014

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	16.59	20.73	26.95	33.18						
Benefit	27.57	for all	intervals		Concrete	Form Work	Only -	Benefit=	22.05 all	intervals

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

\* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

**Craft: Dockbuilder                      COMMENTS/NOTES**

**CREOSOTE HANDLING:**

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

**HAZARDOUS WASTE WORK:**

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

**CERTIFIED WELDER:** When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

**FOREMAN REQUIREMENTS:**

The first Dockbuilder on the job shall be designated a Foreman.

**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

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

**County - ESSEX**

hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

**County - ESSEX**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/08/14
Foreman	W41.80 B21.60 T63.40
General Foreman	W43.70 B21.60 T65.30
Journeyman	W38.00 B21.60 T59.60

Expiration Date: 04/30/2015

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.85	Intervals	4 to 6 =	11.28	Intervals	7 to 9 =	14.45	

**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 - ESSEX

**Craft: Electrician                      PREVAILING WAGE RATE**

	06/03/13
Assistant General Foreman	W57.81 B35.84 T93.65
Cable Splicer, Foreman	W55.85 B34.62 T90.47
General Foreman, Journeyman on Radio Tower Work	W59.77 B37.05 T96.82
Journeyman	W48.99 B30.37 T79.36
Layout Man	W53.40 B33.10 T86.50

Expiration Date: 05/31/2014

**Craft: Electrician                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	40%		Yearly	50%	60%	70%	80%		
Benefit =	62% of	Appren	tice	Wage	Rate					

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

**Craft: Electrician                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

INTERVAL                      PERIOD AND RATES

Yearly                      30% 40% 50% 60% 70%

Benefits                      62% of Apprentice Wage Rate

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:

- 40 feet above ground/floor: +21% of the Total Rate
- Transmission towers, and Smokestacks: +21% of the Total Rate



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

**County - ESSEX**

**FOREMAN REQUIREMENTS:**

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

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

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

**OVERTIME:**

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

**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 - ESSEX

**Craft: Electrician - Teledata (15 Instruments and Less)**

**PREVAILING WAGE RATE**

	06/24/13
Master Tech./Gen. Foreman (31+ workers on job)	W52.33 B23.02 T75.35
Senior Tech./Asst. Gen. Foreman (21-30 workers on job)	W47.90 B21.07 T68.97
Technician A/Foreman (11-20 workers on job)	W45.89 B20.19 T66.08
Technician B/Working Foreman (4-10 workers on job)	W43.87 B19.30 T63.17
Technician C/Journeyman (1-3 workers on job)	W40.25 B17.71 T57.96

Expiration Date: 10/31/2014

**Craft: Electrician - Teledata (15 Instruments and Less)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	45%	48%	53%	59%	66%	72%	79%	86%	
Benefit	8.14	8.69	11.30	14.01	17.53	20.86	25.12	29.77		

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

**Craft: Electrician - Teledata (15 Instruments and Less)**

**COMMENTS/NOTES**

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK:

40 feet above ground/floor: +20% of the Total Rate

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

SHIFT DIFFERENTIAL:

- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate, per hour, inclusive of benefits.

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

**County - ESSEX**

**OVERTIME:**

Hours before outside 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.

**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 - ESSEX

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

\*\*\*See ELECTRICIAN Rates\*\*\*

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

**County - ESSEX**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	06/03/13
Assistant General Foreman	W57.81 B35.84 T93.65
Cable Splicer	W55.85 B34.62 T90.47
Certified Lineman Welder	W48.99 B30.37 T79.36
Equipment Repairman	W48.99 B30.37 T79.36
Equipment Serviceman	W48.99 B30.37 T79.36
Foreman (1-10 Journeyman workers on job)	W55.85 B34.62 T90.47
General Foreman	W59.77 B37.05 T96.82
Groundman	W32.20 B19.96 T52.16
Journeyman- Layout Man	W53.40 B33.10 T86.50
Journeyman Lineman	W48.99 B30.37 T79.36
X-Ray Journeyman Technician	W48.99 B30.37 T79.36

Expiration Date: 05/31/2014

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

**County - ESSEX**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	40%	Yearly	50%	60%	70%	80%			
Benefits	62% of	Appren	tice	Wage	Rate					

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**HIGH WORK:**

40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.

Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

**FOREMAN REQUIREMENTS:**

On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.

On any job where there are 2 or more electricians, 1 shall be a Foreman.

On all jobs, every 11 electricians shall have 1 designated a Foreman.

On any job where there are 23 or more electricians, 1 shall be a General Foreman.

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

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

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

**County - ESSEX**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Expiration Date:

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% 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.

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

**County - ESSEX**

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Expiration Date:

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	25.69	27.83	29.97	32.12	34.26	36.40	38.54			
Benefits	20.89	22.06	23.22	24.40	25.56	26.73	27.91			

**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 - ESSEX**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	03/20/14
Journeyman	W58.23 B29.76 T87.99

Expiration Date: 03/16/2015

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	26.06	32.03	37.85	43.67						
Benefits	25.76	26.16	26.96	27.76						

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

**OVERTIME:**

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

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

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

County - ESSEX

Craft: Elevator Modernization & Service

**PREVAILING WAGE RATE**

	03/20/14
Journeyman	W46.00 B29.61 T75.61

Expiration Date: 03/16/2015

Craft: Elevator Modernization & Service

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	26.06	25.30	29.90	34.50						
Benefits	25.68	26.08	26.86	27.65						

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

Craft: Elevator Modernization & Service

**COMMENTS/NOTES**

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

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

- Overtime:

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

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

**County - ESSEX**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/01/13
Foreman	W44.94 B21.21 T66.15
General Foreman	W46.94 B21.45 T68.39
Journeyman	W40.94 B20.73 T61.67

Expiration Date: 04/30/2014

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	6.34	Intervals	4 to 6 =	9.04	Intervals	7 to 9 =	11.33	

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

**Craft: Glazier                      COMMENTS/NOTES**

Hazard/Height Pay: +\$1.00 per hour

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

**County - ESSEX**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	09/24/13
Foreman	W49.52 B29.17 T78.69
General Foreman	W52.07 B30.28 T82.35
Journeyman	W48.24 B28.61 T76.85

Expiration Date: 09/18/2014

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.27	26.39	31.95	37.56						
Benefits	17.33	20.48	22.51	24.36						

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

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

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

**OVERTIME:**

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - ESSEX

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

**PREVAILING WAGE RATE**

	09/24/13
Asbestos Worker/Firestop	W24.68 B9.00 T33.68
Foreman	W49.52 B29.17 T78.69

Expiration Date: 09/18/2014

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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

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

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

**OVERTIME:** The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - ESSEX

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/19/13	07/01/14
Rod Foreman	W40.24 B40.52 T80.76	W0.00 B0.00 T82.26
Rod Journeyman	W37.24 B40.52 T77.76	W0.00 B0.00 T79.26
Structural Foreman	W43.04 B40.52 T83.56	W0.00 B0.00 T85.31
Structural Journeyman	W40.04 B40.52 T80.56	W0.00 B0.00 T82.31

Expiration Date: 06/30/2015

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

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

**Craft: Ironworker                      COMMENTS/NOTES**

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for 5 consecutive days, the rate shall be paid at the regular rate and benefit rate , with no wage premium included. When an irregular shift is established for less than 5 days, the rate shall be paid at the regular rate plus 15%.

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

**County - ESSEX**

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

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

County - ESSEX

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	04/24/14	12/01/14
Foreman	W32.42 B22.87 T55.29	W0.00 B0.00 T55.79
Journeyman (Handler)	W28.87 B22.87 T51.74	W0.00 B0.00 T52.24

Expiration Date: 11/30/2015

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefits	21.22	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 between 6:00 AM and 6:00 PM.

**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.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Good Friday, Easter, 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 - ESSEX**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/01/13
Class A Journeyman	W29.85 B23.37 T53.22
Class B Journeyman	W29.35 B23.37 T52.72
Class C Journeyman	W24.95 B23.37 T48.32
Foreman	W33.58 B23.37 T56.95
General Foreman	W37.31 B23.37 T60.68

Expiration Date: 04/30/2014

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefit	20.37	20.37	20.37	20.37						

**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%.

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

**County - ESSEX**

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

**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. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at time and one-half.

**RECOGNIZED HOLIDAYS:** New Year's Day, 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 - ESSEX**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	16.28	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 - ESSEX

**Craft: Millwright**

**PREVAILING WAGE RATE**

	05/01/14	11/01/14	05/01/15	11/01/15
Foreman	W50.46	W0.00	W0.00	W0.00
	B28.25	B0.00	B0.00	B0.00
	T78.71	T79.34	T80.59	T81.84
Journeyman	W43.88	W0.00	W0.00	W0.00
	B24.57	B0.00	B0.00	B0.00
	T68.45	T69.45	T70.70	T71.95

Expiration Date: 04/30/2016

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefits	56% of	Appren	tice	Wage	Rate					

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

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 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.

**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, Presidential Election

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

**County - ESSEX**

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 - ESSEX**

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**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 - ESSEX**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Expiration Date:

**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 - ESSEX**

**Craft: Painter - Bridges**

**PREVAILING WAGE RATE**

	05/01/13
Foreman	W55.68 B22.62 T78.30
General Foreman	W58.18 B22.62 T80.80
Journeyman	W50.68 B22.62 T73.30

Expiration Date: 04/30/2014

**Craft: Painter - Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	55%			60%	65%		75%	85%	
Benefits	Intervals	1 to 2 =	8.13	Intervals	3 to 4 =	9.63	Intervals	5 to 6 =	11.13	

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

**Craft: Painter - Bridges**

**COMMENTS/NOTES**

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 observed the following Monday.



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

**County - ESSEX**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	07/09/13
Foreman (Charge Person)	W34.33 B13.05 T47.38
Helper (1st Year-2nd 6 Mos.)	W25.99 B12.96 T38.95
Helper (2nd Year)	W27.55 B12.99 T40.54
Helper (3rd Year)	W29.62 B13.00 T42.62
Journeyman	W33.83 B13.05 T46.88
Probationary Helper (1st-6 Mos.)	W22.86 B12.93 T35.79

Expiration Date: 06/30/2014

**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 - ESSEX

**Craft: Painter - New Construction**

**PREVAILING WAGE RATE**

	05/03/13
Foreman	W40.94 B20.78 T61.72
General Foreman	W42.80 B21.01 T63.81
Journeyman	W37.22 B20.34 T57.56

Expiration Date: 04/30/2014

**Craft: Painter - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

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

**Craft: Painter - New Construction**

**COMMENTS/NOTES**

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - ESSEX**

**Craft: Painter - Repainting**

**PREVAILING WAGE RATE**

	05/03/13
Foreman	W31.41 B17.48 T48.89
General Foreman	W34.27 B25.50 T59.77
Journeyman	W28.56 B17.15 T45.71

Expiration Date: 04/30/2014

**Craft: Painter - Repainting**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

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

**Craft: Painter - Repainting**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, 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.

**OVERTIME:**

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

**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 - ESSEX

Craft: Painter- Containment

PREVAILING WAGE RATE

	05/01/13
Journeyman	W31.37 B20.92 T52.29

Expiration Date: 04/30/2014

Craft: 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 new tanks and structural steel only.

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..

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 - ESSEX

**Craft: Painter- Structural Steel and Tanks (New Construction)**

**PREVAILING WAGE RATE**

	05/01/13
Foreman	W44.21 B20.92 T65.13
General Foreman	W46.71 B20.92 T67.63
Journeyman	W39.21 B20.92 T60.13

Expiration Date: 04/30/2014

**Craft: Painter- Structural Steel and Tanks (New Construction)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Craft: Painter- Structural Steel and Tanks (New Construction)**

**COMMENTS/NOTES**

These rates apply to: All work in nuclear plants, on towers, on steeples, on dams, on hangers and open steel whether new or repaint. All new work in refineries, tank farms, water/sewerage treatment facilities and on pipelines, and tanks, including all elevated and water tanks, tank interiors and repaint of ground tanks over sixty (60) feet in height.

**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 - ESSEX**

**Craft: Painter- Structural Steel and Tanks (Repaint)**

**PREVAILING WAGE RATE**

	05/01/13
Foreman	W35.31 B17.65 T52.96
General Foreman	W37.81 B17.65 T55.46
Journeyman	W30.31 B17.65 T47.96

Expiration Date: 04/30/2014

**Craft: Painter- Structural Steel and Tanks (Repaint)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Craft: Painter- Structural Steel and Tanks (Repaint)**

**COMMENTS/NOTES**

These rates apply to: All repaint work in refineries, tank farms, water/sewerage treatment facilities and on pipelines and repainting of all other tanks.

**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.

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

**County - ESSEX**

**Craft: Painter- Tender**

**PREVAILING WAGE RATE**

	05/01/13
Tender	W18.50 B9.05 T27.55

Expiration Date: 04/30/2014

**Craft: Painter- Tender**

**COMMENTS/NOTES**

These rates apply to: The handling of all materials, manning of safety boats, handling of traffic controls, loading and unloading of trucks, cleaning of abrasive materials and other clean-up work.

NOTE: THIS WORK CLASSIFICATION SHALL ONLY APPLY IN SUPPORT OF THE FOLLOWING WORK CLASSIFICATIONS), Painter-Structural Steel and Tanks (New Construction), Painter-Structural Steel and Tanks (Repaint) and Painter-Bridges.

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.

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

County - ESSEX

**Craft: Paperhanger - New Construction**

**PREVAILING WAGE RATE**

	05/03/13
Foreman	W41.93 B20.90 T62.83
Journeyman	W38.12 B20.44 T58.56

Expiration Date: 04/30/2014

**Craft: Paperhanger - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

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

**Craft: Paperhanger - New Construction**

**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 - ESSEX

**Craft: Paperhanger - Renovation**

**PREVAILING WAGE RATE**

	05/03/13
Foreman	W32.20 B17.58 T49.78
Journeyman	W29.28 B17.23 T46.51

Expiration Date: 04/30/2014

**Craft: Paperhanger - Renovation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAPER-	HANGER	NEW	CONSTR UC	TION				

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

**Craft: Paperhanger - Renovation**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

**FOREMEN REQUIREMENTS:**

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

**OVERTIME:**

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.

- Four 10-hour days may be worked, at straight time, Monday through Sunday.

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

County - ESSEX

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

	05/03/13
Foreman	W49.36 B35.63 T84.99
Journeyman	W45.61 B32.93 T78.54

Expiration Date: 04/30/2014

**Craft: Pipefitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	70%	80%					
Benefit	72% of	Appren	tice	Wage	Rate + .10	cents				

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Pipefitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

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

**SHIFT DIFFERENTIAL:**

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

**OVERTIME:**

- All hours worked in excess of 8 per day, Monday through Friday, and all hours worked on Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sunday and holidays shall be paid at double time, inclusive of benefits.
- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

**SHIFT DIFFERENTIAL (Maintenance Work Only):**

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour.

**OVERTIME (Maintenance Work Only):**

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

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

**County - ESSEX**

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

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

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

County - ESSEX

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

\*\*\*See BRICKLAYER, STONE MASON Rates\*\*\*

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

**County - ESSEX**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/01/14	05/01/15
Foreman	W53.31 B30.99 T84.30	W0.00 B0.00 T86.18
General Foreman	W56.76 B30.99 T87.75	W0.00 B0.00 T89.55
Journeyman	W49.36 B30.99 T80.35	W0.00 B0.00 T82.30

Expiration Date: 04/30/2016

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	30%	45%	55%	65%	75%					
Yearly										
Benefits	11.89	17.51	19.04	20.06	22.13					

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

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job having 2 or more Plumbers, 1 shall be designated as a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

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

**SHIFT DIFFERENTIALS:**

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

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

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

**County - ESSEX**

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.

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

**County - ESSEX**

**Craft: Roofer                      PREVAILING WAGE RATE**

	08/06/12
Foreman	W34.77 B21.52 T56.29
Journeyman	W33.77 B21.52 T55.29

Expiration Date: 05/31/2015

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%	60%	70%	80%	90%				
6 Months										
Benefits	1.10	1.10	19.00	19.00	19.00	19.00				

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

- \* [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- [B] For roofing jobs on new built up roofs: 1:3 or fraction thereof
- [C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- [D] For re-roofing jobs {not requiring complete removal of existing systems; installation done over existing roof}: 1:3 or fraction thereof

**Craft: Roofer                      COMMENTS/NOTES**

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

**OVERTIME:**

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

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

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

County - ESSEX

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	04/03/14
Foreman	W32.03 B26.77 T58.80
Journeyman	W30.78 B26.77 T57.55

Expiration Date: 09/30/2014

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
1000 hours										
Benefits	10.77	12.31	13.85	15.39	16.93	18.47	20.01	21.55	23.09	24.62

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

**OVERTIME:**

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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



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

County - ESSEX

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/05/13	06/01/14
Foreman	W46.87 B33.85 T80.72	W0.00 B0.00 T82.47
General Foreman	W47.87 B33.85 T81.72	W0.00 B0.00 T83.47
Journeyman	W44.37 B33.85 T78.22	W0.00 B0.00 T79.97

Expiration Date: 05/31/2015

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

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

**SHIFT DIFFERENTIAL:**

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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

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

County - ESSEX

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	07/03/13	07/01/14	07/01/15
Foreman	W59.63 B23.12 T82.75	W0.00 B0.00 T84.65	W0.00 B0.00 T86.65
General Foreman	W62.31 B23.12 T85.43	W0.00 B0.00 T87.55	W0.00 B0.00 T89.79
Journeyman	W55.63 B23.12 T78.75	W0.00 B0.00 T80.65	W0.00 B0.00 T82.65

Expiration Date: 06/30/2016

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	9.50	11.25	27.82	30.60	33.38	36.16	38.94	41.72	44.50	47.29
Benefits	10.12	10.12	19.37	19.37	19.37	19.37	Intervals	7 to 10	Jourymn	Ben.

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

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

INTERVAL	PERIOD AND RATES									
1000 hours	13.90	16.69	22.25	25.03	30.60	33.38	38.94	41.72	47.29	50.07
Benefits	10.12	10.12	19.37	19.37	19.37	19.37	Intervals 7 to 10 receive Journeyman Ben.			

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

**OVERTIME:**

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

Four 10 hour days may be worked, Monday through Thursday, at straight-time.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - ESSEX

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/01/14	07/01/14	01/01/15	07/01/15	01/01/16	07/01/16
Finisher	W44.79	W45.68	W46.58	W47.47	W48.37	W49.44
	B28.17	B28.17	B28.17	B28.17	B28.17	B28.17
	T72.96	T73.85	T74.75	T75.64	T76.54	T77.61

Expiration Date: 12/31/2016

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

**County - ESSEX**

**Craft: Tile Setter - Ceramic                      PREVAILING WAGE RATE**

	12/07/13	06/07/14	12/06/14	06/06/15	12/05/15	06/04/16	12/03/16
Finisher	W40.46	W41.28	W42.10	W42.92	W43.74	W44.56	W45.38
	B27.07	B27.07	B27.07	B27.07	B27.07	B27.07	B27.07
	T67.53	T68.35	T69.17	T69.99	T70.81	T71.63	T72.45
Setter	W51.78	W52.91	W54.04	W55.17	W56.30	W57.43	W58.56
	B29.96	B29.96	B29.96	B29.96	B29.96	B29.96	B29.96
	T81.74	T82.87	T84.00	T85.13	T86.26	T87.39	T88.52

Expiration Date: 12/02/2016

**Craft: Tile Setter - Ceramic                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	55%	60%	65%	70%	75%	85%	95%	100%	
750 hours										

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

**Craft: Tile Setter - Ceramic                      COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

**County - ESSEX**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/14	07/01/14	01/01/15	07/01/15	01/01/16	07/01/16
Tile Setter	W56.15	W57.19	W58.22	W59.46	W60.71	W62.16
	B28.39	B28.39	B28.39	B28.39	B28.39	B28.39
	T84.54	T85.58	T86.61	T87.85	T89.10	T90.55

Expiration Date: 12/31/2016

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

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

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

**County - ESSEX**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/01/14	07/01/14	01/01/15	07/01/15	01/01/16	07/01/16
Grinder or Assistant	W46.69	W47.65	W48.61	W49.76	W50.91	W52.06
	B31.79	B31.79	B31.79	B31.79	B31.79	B31.79
	T78.48	T79.44	T80.40	T81.55	T82.70	T83.85
Mechanic	W48.30	W49.26	W50.22	W51.37	W52.52	W53.67
	B31.80	B31.80	B31.80	B31.80	B31.80	B31.80
	T80.10	T81.06	T82.02	T83.17	T84.32	T85.47

Expiration Date: 12/31/2016

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

**OVERTIME:**

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

**County - ESSEX**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	11/01/13
Bucket, Utility, Pick-up, Fuel Delivery trucks	W34.10 B29.08 T63.18
Dump truck, Asphalt Distributor, Tack Spreader	W34.10 B29.08 T63.18
Euclid-type vehicles (large, off-road equipment)	W34.25 B29.08 T63.33
Helper on Asphalt Distributor truck	W34.10 B29.08 T63.18
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W34.10 B29.08 T63.18
Straight 3-axle truck	W34.15 B29.08 T63.23
Tractor Trailer (all types)	W34.25 B29.08 T63.33
Vacuum or Vac-All truck (entire unit)	W34.10 B29.08 T63.18
Winch Trailer	W34.35 B29.08 T63.43

Expiration Date: 04/30/2014

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

**HAZARDOUS WASTE REMOVAL:**

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

**TRUCK FOREMAN:** \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

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

**County - ESSEX**

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

**SHIFT DIFFERENTIAL:**

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.50 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.



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

County - ESSEX

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W22.90 B10.17 T33.07

Expiration Date: 05/30/2016

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

**BLENDED RATE:**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

**SHIFT DIFFERENTIALS:**

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sundays shall be paid at two and one-half times the hourly rate. All hours on holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

**County - ESSEX**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

Expiration Date:

**Craft: Welder**

**COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .