



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Resilience Engineering & Construction

Office of Coastal Engineering  
1510 Hooper Ave., Suite 140

Toms River, N. J. 08753

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

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

SHAWN M. LATOURETTE  
*Commissioner*

January 6, 2022

Chester J. Ottinger, Jr. - President  
South State, Inc.  
PO Box 68  
202 Reeves Road  
Bridgeton, New Jersey 08302

Re: Contract Award & Notice to Proceed  
Money Island Shoreline Restoration Project  
Township of Downe, Cumberland County, New Jersey  
NJDEP Project No. 4304-22

Dear Mr. Ottinger:

Please find enclosed a copy of the fully executed contract for the above referenced project, which should be made part of your files.

You are hereby authorized to proceed with the work as outlined within this contract after the conclusion of a Pre-Construction Meeting. Please ensure all necessary submittals have been received by the Division prior to mobilization. All submittals and inquiries should be directed to the Project Engineer, Andrew McTague at [andrew.mctague@dep.nj.gov](mailto:andrew.mctague@dep.nj.gov) or (609) 970-6106. Also please contact Andrew McTague to arrange for a pre-construction meeting within the next five (5) business days.

Plant and Equipment shall not be mobilized to the worksite until the Project Office is ready for occupancy, as per Section 5.03 of the Project Specifications. All construction operations shall be planned, executed and in compliance with all applicable Executive Orders related to the COVID-19 pandemic.

Please contact me at (732) 255-0767 should you have any questions.

Sincerely,

William Dixon, Director  
Office of Coastal Engineering

Encl.

Project No. 4303-21 Money Island Debris Removal – Official Contract

cc: Via Email Only  
Rich Marzucco, South State, Inc.  
Erick Doyle, Manager, Office of Coastal Engineering, Bureau of Construction (OCE-BC)  
Andrew McTague, Project Manager, OCE-BC  
Glenn Golden, Project Environmental Specialist, OCE-BC  
Robert VonBriel, Project Manager, OCE-BC

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

# OFFICIAL CONTRACT



MONEY ISLAND SHORELINE RESTORATION PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4304-22



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

**MONEY ISLAND SHORELINE RESTORATION PROJECT**

TOWNSHIP OF DOWNE  
CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4304-22

Table of Contents

1. Advertisement of Bid Notification (2)
2. Contract (2)
3. State of New Jersey Wage Rates:
  - i. Official Prevailing Wage Rate Determination Request (1)
    1. Prevailing Wage Rate Determination (2)
      - a. Cumberland (118)
      - b. New Jersey (52)
  - ii. Davis Bacon
    1. NJ – 51 (8)
4. Original Specifications Package (160)
  - i. Project Description (16)
  - ii. Standard Specifications (49)
  - iii. Technical Specifications (50)
  - iv. Appendix B: Soil Borings (6)
  - v. Appendix C: FEMA Best Practices for Lower Impact Debris Removal and Demolition (3)
  - vi. Permits (35)
    1. NJDEP Division of Land Use Regulation

DLUR 0604-21-0006.1 LUP210001- Dated August 19, 2021

2. United States Army Corps of Engineers Regulatory Branch  
CENAP-OPR-2018-00318-95 – Dated September 29, 2021
  3. FEMA National Environmental Policy Act (NEPA) Review for 57 Private  
Property Acquisition and Demolition Activities in Downe Township – Dated  
August 18, 2015
  4. FEMA-HMGP-DR4086-NJ-533-R-NJDEP-Downe Township, Cumberland  
County – Acquisition and Demolition Project – Time Extension Approval
- vii. Diane B. Allen (1)
5. NJDEP Division of Coastal Engineering – Code of Ethics (2)
  6. Addenda/Clarifications
    - i. Clarification #1 (28)
    - ii. Receipt of changes (1)
  7. Bid Proposal (9)
  8. Bid Bond (1)
  9. Consent of Surety, Acknowledgment of Surety (1)
  10. Power of Attorney (1)
  11. Financial Statements (3)
  12. Appendix A Forms
    - Ownership Disclosure Form (3)
    - Disclosure of Investigations and Actions Involving Bidder (2)
    - Disclosure of Investment Activities in Iran (1)
    - Source Disclosure Certification (1)
    - Contractor Qualification Affidavit (2).
    - Corporate Resolution (1)
  13. Federal Funding Provisions (6)
  14. Public Works Contractor Registration Certification (1)
  15. New Jersey Business Registration Certificate (1)

16. Performance and Payment Bond (3)
17. Power of Attorney/Surety Disclosure/Certificate of Authority/Financial Statement (6)
18. NJDEP Insurance Certificate (DC-175) (4)
19. NJ EEO Compliance Form (AA-201) (1)
20. Two Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political (15)



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Climate and Flood Resilience

Division of Coastal Engineering

1510 Hooper Ave., Suite 140

Toms River, N. J. 08753

Telephone: (732) 255-0767

Fax: 732-255-0774

PHILIP D. MURPHY

*Governor*

SHAWN M. LATOURETTE

*Commissioner*

SHEILA Y. OLIVER

*Lt. Governor*

November 26, 2021

NJDEP PROJECT NO. 4304-22

MONEY ISLAND SHORELINE RESTORATION

TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

### ADVERTISEMENT FOR BID

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

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

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

All questions regarding the project are to be submitted by prospective Bidders no later than 4:00 PM on December 7, 2021. All questions will be addressed by 4:00 PM on December 9, 2021 by the Division. The Division will only answer questions received from an authorized representative of the Pre-Qualified Contractor. The authorized representative of the Pre-Qualified Contractor shall provide their contact information upon request of a project bid package.

Sealed bid proposals for the Money Island Shoreline Restoration Project, in the Township of Downe, Cumberland County, New Jersey shall be delivered to Erick Doyle, Manager, Bureau of Construction, Division of Coastal Engineering, in person or by mail to 1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753, prior to 10:00 A.M. prevailing time on Friday, December 17, 2021. No bids will be accepted after the aforementioned time.



NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

*New Jersey is an Equal Opportunity Employer. Printed on Recycled Paper and Recyclable.*



The Division will proceed with the Bid Opening at the aforementioned time in person, as well as providing a virtual option through the use of Microsoft Teams. Please refer to the Specifications for more information pertaining to attending the Bid Opening in person. For directions to access the Bid Opening virtually through Microsoft Teams, please use the following link:  
<https://www.nj.gov/dep/shoreprotection/index.html>

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

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

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

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

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



William Dixon, Director  
Division of Coastal Engineering

## CONTRACT

THIS AGREEMENT made the 6<sup>th</sup> day of January in the year two thousand twenty two, between the Department of Environmental Protection, Division of Coastal Engineering of the State of New Jersey, herein after referred to as the Division and **SOUTH STATE INC.** with a principal office location at **202 Reeves Road, Bridgeton, NJ 08302** herein after referred to as the Contractor.

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

**MONEY ISLAND SHORELINE RESTORATION PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4304-22**

in strict and entire conformity with the plans and specifications on file at the Division of Coastal Engineering and by the Specification and Proposal Form, Appendix, and Clarification #1 that contain plans marked as "E-36-39" to this particular work, which were duly approved by the State Commissioner of the Department of Environmental Protection under the power and authority vested in the Department under Chapter 148, Laws of 1992 which said plans, specifications and documents are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Division hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of eight hundred forty thousand nine hundred eighty three dollars and no cents (\$840,983.00) for the base bid.



MONEY ISLAND SHORELINE RESTORATION PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4304-22

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

(COMPANY SEAL)

Chester J. Ottinger, Jr.

PRESIDENT (Print)

BY

PRESIDENT (Signature)

ATTEST:

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

WILLIAM DIXON, DIRECTOR  
DIVISION OF COASTAL ENGINEERING

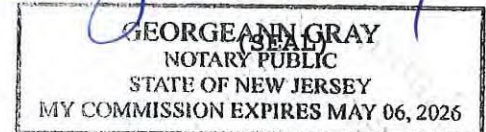
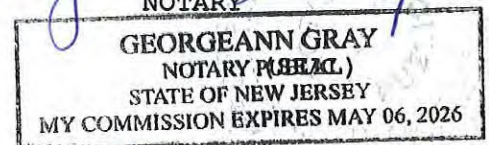
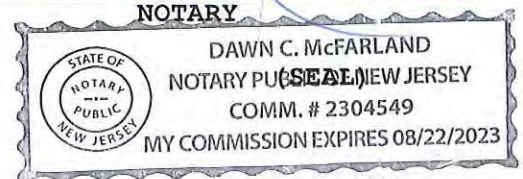
APPROVED:

Vincent Mazzei, ASSISTANT COMMISSIONER  
Watershed & Land Management

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

Andrew J. Bruck  
ACTING ATTORNEY GENERAL OF NEW JERSEY

Name: David C. Apy  
Assistant Attorney General



MONEY ISLAND SHORELINE RESTORATION PROJECT  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4304-22

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

(COMPANY SEAL)

Chester J. Ottinger, Jr.

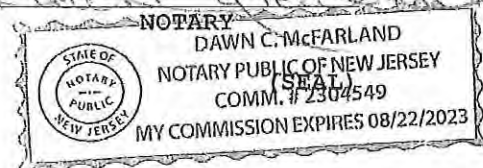
\_\_\_\_\_  
PRESIDENT (Print)

BY

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

ATTEST:

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



\_\_\_\_\_  
WILLIAM DIXON, DIRECTOR  
DIVISION OF COASTAL ENGINEERING

\_\_\_\_\_  
NOTARY

(SEAL)

APPROVED:

\_\_\_\_\_  
Vincent Mazzei, ASSISTANT COMMISSIONER  
Watershed & Land Management

\_\_\_\_\_  
NOTARY

(SEAL)

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

Andrew J. Bruck  
ACTING ATTORNEY GENERAL OF NEW JERSEY

\_\_\_\_\_  
Name: David C. Apy  
Assistant Attorney General



**Confirmation Page**

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

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

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

**Confirmation No.: 77015**

**Date of Determination: 12/28/2021 13:19:13**

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

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

**NAME AND ADDRESS OF REQUESTING OFFICER**

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

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

<b>Company Name</b>	South State, Inc.	<b>FEIN</b>	XXXXX2073
<b>Contact First Name</b>	Rich	<b>Contact Last Name</b>	Marzucco MI
<b>Street</b>	PO Box 68	<b>City</b>	Bridgeton
<b>State</b>	NJ	<b>Zip</b>	08302
<b>Contract Amount</b>	\$840,983.00		

**DESCRIPTION OF WORK**

Construction of a wing wall, placement of sand, and construction of offshore breakwaters

**LOCATION WHERE WORK WILL BE PERFORMED**

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

**County Rate(s)**

CUMBERLAND	<a href="#">351113729-cumberland-12-17-21.pdf</a>
STATE WIDE RATES	<a href="#">340093611-statewide-12-6-21.pdf</a>
PWConfirmation.PDF	<a href="#">PWConfirmation.pdf</a>

Print This Page

New Official Wage Rate Request



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

### PREVAILING WAGE RATE DETERMINATION

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

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

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

#### Prevailing Wage Rate

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

**W** = Wage Rate per Hour

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

**T** = Total Rate per Hour

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

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

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

#### Apprentice Rate Schedule

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

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

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

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

## Comments/Notes

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

## Public Works Contractor Registration

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

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

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

## Snow Plowing

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

	03/03/21
Journeyman (Mechanic)	W41.48 B26.57 T68.05

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

**APPRENTICE RATE SCHEDULE**

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

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

I

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

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



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

**County - CUMBERLAND**

**Craft: Boilermaker**

**PREVAILING WAGE RATE**

	01/01/21	01/01/22
Foreman	W52.51 B45.60 T98.11	W53.13 B46.00 T99.13
General Foreman	W54.51 B46.63 T101.14	W55.13 B47.05 T102.18
Journeyman	W47.51 B43.91 T91.42	W48.13 B44.29 T92.42

**Craft: Boilermaker**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Boilermaker**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 1-1-22:

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefits	37.57	38.51	39.49	40.44	41.41	42.37	43.32			

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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

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

**County - CUMBERLAND**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/21	01/01/22
Foreman	W34.62 B17.57 T52.19	W35.19 B17.67 T52.86
General Foreman	W35.25 B17.57 T52.82	W35.69 B17.67 T53.36
Mechanic	W33.25 B17.57 T50.82	W33.69 B17.67 T51.36

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

**OVERTIME:**

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

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

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

**PREVAILING WAGE RATE DETERMINATION**

**County - CUMBERLAND**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

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

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.



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

**County - CUMBERLAND**

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

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

**County - CUMBERLAND**

**Craft: Carpenter**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.55			

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

**Craft: Carpenter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

**County - CUMBERLAND**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.46			

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

**County - CUMBERLAND**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See " Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**COMMENTS/NOTES**

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

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

**PREVAILING WAGE RATE DETERMINATION**

**County - CUMBERLAND**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	08/10/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - CUMBERLAND**

**Craft: Diver                      PREVAILING WAGE RATE**

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

**Craft: Diver                      APPRENTICE RATE SCHEDULE**

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

**Craft: Diver                      COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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



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

**County - CUMBERLAND**

**Craft: Dockbuilder**

**PREVAILING WAGE RATE**

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

**Craft: Dockbuilder**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Dockbuilder**

**COMMENTS/NOTES**

**Creosote Handling:**

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

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

**Hazardous Material Work:**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT WORK:**

- Shift work pertains to both land and water work.

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

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

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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

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

**County - CUMBERLAND**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Electrician**

**PREVAILING WAGE RATE**

	10/04/21
Asst. General Foreman	W60.23 B52.81 T113.04
Foreman	W56.21 B49.72 T105.93
General Foreman	W65.25 B56.68 T121.93
Journeyman, Cable Splicer	W50.19 B45.08 T95.27
Lead Foreman	W57.72 B50.88 T108.60
Working Foreman, Welder, Crane Operator (all types)	W52.70 B47.01 T99.71

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

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

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

FOREMAN REQUIREMENTS (number of Electricians on site):

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

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

**County - CUMBERLAND**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

	01/08/21	01/01/22
Master Technician/Gen. Foreman (31+ Workers on Job)	W49.88 B36.24 T86.12	W51.03 B37.10 T88.13
Senior Technician/Lead Foreman (21-30 Workers on Job)	W45.27 B34.80 T80.07	W46.39 B35.69 T82.08
Technician A/Foreman (11-20 Workers on Job)	W43.14 B34.12 T77.26	W44.25 B35.03 T79.28
Technician B/Working Foreman (4-10 Workers on Job)	W41.88 B32.74 T74.62	W42.97 B33.64 T76.61
Technician C/Journeyman (1-3 Workers on Job)	W37.94 B30.50 T68.44	W39.01 B31.44 T70.45

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

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

**OVERTIME:**

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

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

**County - CUMBERLAND**

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

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

**County - CUMBERLAND**

**Craft: Electrician - Teledata (16 Instruments & More)**

**PREVAILING WAGE RATE**

See "Electrician" Rates

**Craft: Electrician - Teledata (16 Instruments & More)**

**COMMENTS/NOTES**

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



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

**County - CUMBERLAND**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	10/04/21
Assistant General Foreman	W60.23 B52.71 T112.94
Foreman	W56.21 B49.59 T105.80
General Foreman	W65.25 B56.62 T121.87
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W25.10 B25.38 T50.48
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W35.13 B33.18 T68.31
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W42.66 B39.04 T81.70
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W19.59 B1.20 T20.79
Journeyman Lineman	W50.19 B44.91 T95.10
Lead Foreman	W57.72 B50.76 T108.48
Working Foreman	W52.70 B46.86 T99.56

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

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

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - CUMBERLAND**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

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

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

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

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

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

(runs one foreman).

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

(runs two foremen).

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

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

**COMMENTS/NOTES**

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

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	26.01			

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

**COMMENTS/NOTES**

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

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

**County - CUMBERLAND**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/21	01/01/22
Helper-Over 5 Years	W43.00 B39.80 T82.80	W44.46 B41.03 T85.49
Helper-Under 5 Years	W43.00 B38.94 T81.94	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W61.43 B41.27 T102.70	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W61.43 B40.04 T101.47	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W69.11 B41.88 T110.99	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W69.11 B40.50 T109.61	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W30.72 B38.20 T68.92	W31.76 B39.38 T71.14

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma	benefit	rate for	all	intervals				

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

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

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

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

**County - CUMBERLAND**

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Glazier**

**PREVAILING WAGE RATE**

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

**Craft: Glazier**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Glazier**

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENT:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

- Benefits on overtime hours are as follows:

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

Double time = \$50.26/hr.

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

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

**County - CUMBERLAND**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

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

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - CUMBERLAND**

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

**MECHANIC-TO-APPRENTICE RATIO:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W62.18 B31.62 T93.80
General Foreman	W64.18 B31.62 T95.80
Journeyman	W57.18 B31.62 T88.80

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%						
Benefits	14.27	14.50	17.73	17.96						

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

observed the following Monday.

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

**County - CUMBERLAND**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W50.92 B29.27 T80.19
General Foreman	W52.92 B29.27 T82.19
Journeyman	W45.92 B29.27 T75.19

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W51.97 B28.92 T80.89
General Foreman	W53.97 B28.92 T82.89
Journeyman	W46.97 B28.92 T75.89

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	11.77	14.50	17.96							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Industrial Painter-Containment**

**PREVAILING WAGE RATE**

	02/11/21
Journeyman	W38.23 B28.67 T66.90

**Craft: Industrial Painter-Containment**

**COMMENTS/NOTES**

Note: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

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

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Ironworker**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - CUMBERLAND**

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

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

For Rod/Mesh and Structural-

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

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

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

When wages are double, benefits = \$44.28.

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

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefits	21.51	for	all	intervals						

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

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

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

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

**PREVAILING WAGE RATE DETERMINATION**

**County - CUMBERLAND**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	27.37	27.37	27.37	27.37						

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

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Building**

**COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

**County - CUMBERLAND**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

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

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

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

- Benefits on ALL overtime hours shall be paid at time and one-half.

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

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

**County - CUMBERLAND**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	22.48	for	all	intervals						

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

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

Heavy & General Laborer rates are located in the "Statewide" rate package.

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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

	11/12/21	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.20 B5.45 T32.65	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.20 B5.45 T36.65	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.15 B2.95 T20.10	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.20 B5.45 T28.65	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

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

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

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

**COMMENTS/NOTES**

**\* SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

**RESIDENTIAL CONSTRUCTION-** All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

**MODULAR RESIDENTIAL CONSTRUCTION-** all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

**County - CUMBERLAND**

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

**OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOILDAYS:**

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

**County - CUMBERLAND**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.87 B35.32 T95.19
Journeyman	W52.06 B30.79 T82.85

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

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

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

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

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



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

**County - CUMBERLAND**

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

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

\* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

**Craft: Operating Engineer**

**COMMENTS/NOTES**

Operating Engineer rates are located in the "Statewide" rate package.

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

**County - CUMBERLAND**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

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

\* No more than 1 Field Engineer Apprentice per Survey Crew.

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

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

**County - CUMBERLAND**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/10/20
Apprentice (1st year)	W27.50 B12.15 T39.65
Apprentice (2nd year)	W31.50 B23.10 T54.60
Foreman (Charge Person)	W40.15 B23.88 T64.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B23.88 T59.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B23.88 T63.03

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day,  
Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

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

**County - CUMBERLAND**

**Craft: Paperhanger**

**PREVAILING WAGE RATE**

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

**Craft: Paperhanger**

**APPRENTICE RATE SCHEDULE**

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

**Craft: Paperhanger**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

See "Plumber" Rates

**Craft: Pipefitter**

**COMMENTS/NOTES**

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

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

**County - CUMBERLAND**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

\*\*\*See CEMENT MASON Rates\*\*\*

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

**County - CUMBERLAND**

**Craft: Plumber**

**PREVAILING WAGE RATE**

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

**Craft: Plumber**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Plumber**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Roofer**

**PREVAILING WAGE RATE**

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

**Craft: Roofer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Roofer**

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**OVERTIME:**

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

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



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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

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

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

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

**COMMENTS/NOTES**

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

HELPER RATIO: 1 Helper to 1 Journeyman

FOREMAN REQUIREMENTS:

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

OVERTIME:

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

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

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

**County - CUMBERLAND**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

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

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

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

**FOREMAN REQUIREMENTS:**

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

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

**OVERTIME:**

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

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

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

**PREVAILING WAGE RATE DETERMINATION**

**County - CUMBERLAND**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/04/21
Foreman	W56.62 B43.68 T100.30
Journeyman	W53.12 B43.68 T96.80

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	17.43	19.42	21.42	23.39	25.37	33.85	36.35	38.64	41.40	43.78

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).\*

\* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**JOB SITE FOREMAN REQUIREMENTS:**

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

**SHOP FOREMAN REQUIREMENTS (For custom fabrication):**

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all

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

**County - CUMBERLAND**

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$50.84.

Double-time = \$57.99.

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

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

**County - CUMBERLAND**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

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

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Tile Worker**

**PREVAILING WAGE RATE**

	12/06/21
Finisher	W42.38 B28.37 T70.75
Setter	W49.43 B33.89 T83.32

**Craft: Tile Worker**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Worker**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - CUMBERLAND**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

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

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

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

**SHIFT DIFFERENTIALS:**

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

**County - CUMBERLAND**

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

**OVERTIME:**

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

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



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

**County - CUMBERLAND**

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

**PREVAILING WAGE RATE**

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

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

**COMMENTS/NOTES**

These rates apply to delivery of materials TO a jobsite.

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CUMBERLAND**

**Craft: Welder**

**PREVAILING WAGE RATE**

Journeyman

**Craft: Welder**

**COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES

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

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)



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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled  
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.76	35.60	92.36	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including  
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and  
maintenance)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.52	35.60	98.12	100.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
61.52	35.60	97.12	99.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to  
139 ft.

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
58.02	35.60	93.62	95.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
60.52	35.60	96.12	98.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.02	35.60	92.62	94.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.



**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

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

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
55.59	35.60	91.19	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console  
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.93	35.60	88.53	90.78

**CLASSIFICATIONS:**

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
51.40	35.60	87.00	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.64	35.60	85.24	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
64.54	35.60	100.14	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.88	35.60	98.48	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.38	35.60	93.98	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY  
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

**TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.05	33.73	80.78	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.75	33.73	80.48	83.23	85.73

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman



**TERRITORY**  
**ENTIRE STATE**

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

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
46.25	33.73	79.98	82.73	85.23

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
48.75	33.73	82.48	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.70	33.73	79.43	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.35	33.73	79.08	81.83	84.33

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.20	33.73	78.93	81.68	84.18

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

**DRILL FOR GROUND WATER SUPPLY**     **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

**CLASSIFICATIONS:**

Driller's Helper

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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

**CLASSIFICATIONS:**

Certified Welder

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

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

**CLASSIFICATIONS:**

Crane Operator

**TERRITORY**  
**ENTIRE STATE**

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

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.10	33.73	78.83	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

Screedman



TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.70	33.73	78.43	81.18	83.68

**CLASSIFICATIONS:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.95	33.73	78.68	81.43	83.93

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

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

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

**Hazardous Waste Pay** (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**

**Rates Expiration Date :**

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

**PIPELINE - MAINLINE TRANSMISSION**      **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

**NOTES:**

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

**OVERTIME:**

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

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

**Effective Dates:**

**06/15/2021**

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman Welder



TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

06/15/2021

Rate	Fringe	Total
33.84	23.17	57.01

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**      **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

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

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

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

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman



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

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
65.28	53.00	118.28

**CLASSIFICATIONS:**

General Foreman

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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
58.14	48.74	106.88

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
55.08	46.90	101.98

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Welder

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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
40.80	38.24	79.04

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
35.70	35.33	71.03

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
33.15	33.82	66.97

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
30.60	32.30	62.90

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
28.05	30.77	58.82

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

**CLASSIFICATIONS:**

Flagman

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>09/01/2021</b>		<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
70.58	33.73	104.31	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>09/01/2021</b>		<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
70.13	33.73	103.86	107.41	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
69.38	33.73	103.11	106.66	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
73.13	33.73	106.86	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.55	33.73	102.28	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.03	33.73	101.76	105.31	108.64

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.80	33.73	101.53	105.08	108.41

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

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

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.20	33.73	100.93	104.48	107.81

CLASSIFICATIONS:

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

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

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.



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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled  
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS      Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.76	35.60	92.36	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine



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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including  
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and  
maintenance)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.52	35.60	98.12	100.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
61.52	35.60	97.12	99.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to  
139 ft.

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

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.02	35.60	93.62	95.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.52	35.60	96.12	98.37

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.02	35.60	92.62	94.87

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

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

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
55.59	35.60	91.19	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console  
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.93	35.60	88.53	90.78

**CLASSIFICATIONS:**

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
51.40	35.60	87.00	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.64	35.60	85.24	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman



**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
64.54	35.60	100.14	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
62.88	35.60	98.48	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
58.38	35.60	93.98	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY  
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

**TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**     **Rates Expiration Date :**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.05	33.73	80.78	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	09/01/2021		03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.75	33.73	80.48	83.23	85.73

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

**TERRITORY**  
**ENTIRE STATE**

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

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
46.25	33.73	79.98	82.73	85.23

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
48.75	33.73	82.48	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.70	33.73	79.43	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.35	33.73	79.08	81.83	84.33

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

<b>09/01/2021</b>			<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
45.20	33.73	78.93	81.68	84.18

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

**DRILL FOR GROUND WATER SUPPLY**     **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

**CLASSIFICATIONS:**

Driller's Helper

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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

**CLASSIFICATIONS:**

Certified Welder



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

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

**CLASSIFICATIONS:**

Crane Operator

**TERRITORY**  
**ENTIRE STATE**

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

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.10	33.73	78.83	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

Screedman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.70	33.73	78.43	81.18	83.68

**CLASSIFICATIONS:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.80	33.73	78.53	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.95	33.73	78.68	81.43	83.93

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

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

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

**Hazardous Waste Pay** (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**

**Rates Expiration Date :**

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate



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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
48.80	33.73	82.53	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
47.55	33.73	81.28	85.03	88.53

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

**PIPELINE - MAINLINE TRANSMISSION**      **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

**NOTES:**

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

**OVERTIME:**

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

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

**Effective Dates:**

**06/15/2021**

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

06/15/2021

Rate	Fringe	Total
33.84	23.17	57.01

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**      **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

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

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
46.55	33.73	80.28	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.25	33.73	78.98	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
45.00	33.73	78.73	81.48	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
44.30	33.73	78.03	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer



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

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

**TERRITORY**  
**ENTIRE STATE**

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

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**

**Rates Expiration Date :**

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

12/05/2021			12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman

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

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
65.28	53.00	118.28

**CLASSIFICATIONS:**

General Foreman

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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
58.14	48.74	106.88

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
55.08	46.90	101.98

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Welder

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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
40.80	38.24	79.04

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
35.70	35.33	71.03

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
33.15	33.82	66.97

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
30.60	32.30	62.90

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
28.05	30.77	58.82

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

**CLASSIFICATIONS:**

Flagman



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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>09/01/2021</b>		<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
70.58	33.73	104.31	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>09/01/2021</b>		<b>03/01/2022</b>	<b>03/01/2023</b>
Rate	Fringe	Total	Total	Total
70.13	33.73	103.86	107.41	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
69.38	33.73	103.11	106.66	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
73.13	33.73	106.86	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.55	33.73	102.28	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
68.03	33.73	101.76	105.31	108.64

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.80	33.73	101.53	105.08	108.41

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

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

Effective Dates:

09/01/2021			03/01/2022	03/01/2023
Rate	Fringe	Total	Total	Total
67.20	33.73	100.93	104.48	107.81

CLASSIFICATIONS:

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

"General Decision Number: NJ20210051 12/03/2021

Superseded General Decision Number: NJ20200051

State: New Jersey

Construction Type: Heavy

County: Cumberland County in New Jersey.

#### HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/01/2021
1	05/28/2021
2	06/04/2021
3	10/15/2021
4	10/22/2021
5	11/26/2021
6	12/03/2021

CARP0006-013 05/01/2021

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

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

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CARP0454 009 05/01/2021

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.73	35.29

## PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days in the five-day work week preceding the holiday and the first work day after the holiday.

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 CARP0715-007 05/01/2020

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

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

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 ELEC0351 013 10/04/2021

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.	\$ 46.51	72.54% + .65
Electrician and cable splicer.....	\$ 50.19	77.04%+.55

ENGI0825-019 07/01/2018

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

## Hazardous waste removal work:

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

## PAID HOLIDAYS:

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

## DEFINITION OF GROUPS:

## GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving

Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self propelled hydraulic drill, self powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

## GROUP 2:

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

## GROUP 3:

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

## GROUP 4:

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

## GROUP 5:

Oiler

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IRON0350 008 07/01/2016

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

	Rates	Fringes
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## Ironworkers:

Reinforcing.....	\$ 47.02	37.75
Structural and Ornamental...	\$ 48.02	37.75

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IRON0399-006 07/01/2018

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

	Rates	Fringes
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IRONWORKER (Structural, Reinforcing and Ornamental).....	\$ 49.43	29.70
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LAB0077-008 07/01/2012

	Rates	Fringes
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## LABORER

## MASON TENDER:

Cement/Concrete.....	\$ 29.35	23.07
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LAB00172-007 03/01/2021

	Rates	Fringes
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## Laborers:

Landscape Laborer, Power		
Tool Operator.....	\$ 43.50	32.35
Pipelayer.....	\$ 44.20	32.35

## Hazardous waste removal work:

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

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

## PAID HOLIDAYS:

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

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PAIN0711-023 05/01/2017

	Rates	Fringes
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## Painters:

Work on bridges (Major Bridges Designed for Commercial Navigation).....	\$ 54.13	27.12
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PAIN0711-024 05/01/2017

	Rates	Fringes
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## Painters:

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

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PLAS0592-036 05/01/2021

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 44.71	33.92
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PLUM0322-010 05/01/2021

	Rates	Fringes
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PIPEFITTER.....	\$ 46.72	45.69
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\* TEAM0676-005 05/01/2021

	Rates	Fringes
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## Truck drivers:

Dump Truck Drivers; Pickup		
Truck.....	\$ 38.75	29.4211

Off the Road Truck;  
Flatbed Truck.....\$ 39.10                      29.4211

**Hazardous waste removal work:**

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

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

**SHIFT WORK:**

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

**PAID HOLIDAYS:**

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

**BEREAVEMENT PAY:**

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

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

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

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

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



preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

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

NOTICE TO BIDDERS  
SPECIFICATIONS  
AND  
PROPOSAL FORM  
FOR



MONEY ISLAND SHORELINE RESTORATION PROJECT  
PHASE II: BREAKWATERS, TERMINAL GROIN, AND BEACH RESTORATION  
TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4304-22

NOVEMBER 2021

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

MONEY ISLAND SHORELINE RESTORATION PROJECT  
PHASE II: BREAKWATERS, TERMINAL GROIN, AND BEACH RESTORATION

TOWNSHIP OF DOWNE, CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4304-22

Table of Contents

General Sections:

Page #

**Section 1:00 – Project Description**

**D-1 – D-16**

- 1:01 – Location
- 1:02 – Work Description
- 1:03 – Contract Time
- 1:04 – Determination of Lowest Bid and Contract Award
- 1:05 – Project Sign
- 1:06 – Permit Conditions
- 1:07 – Notice of Executive Order 125 Requirement for  
Posting of Winning Proposal and Contract Documents
- 1:08 – Federal Funding Provisions
- 1:09 – Contracting with Minority Business Enterprise  
(MBE) and Woman Business Enterprise (WBE) Firms
- 1:10 – Project Plans

**Section 2:00 to 10:00 – Standard Specifications**

**S-1 – S-49**

- 2:00 – Project Plans and Specifications
  - 2:01 – Project Specifications
  - 2:02 – The Project Plans

- 2:03 – General Statement
- 2:04 – Tides and Datums
- 3:00 – Bidding and Contract Award
  - 3:01 – Definitions
  - 3:02 – Proposal and Estimated Quantities
  - 3:03 – Qualifications of Bidders
  - 3:04 – Joint Venture
  - 3:05 – Submitting Bids
  - 3:06 – Bid Modifications
  - 3:07 – Contract Award
  - 3:08 – Reserved
  - 3:09 – Addenda of Clarifications
  - 3:10 – Social Distancing
- 4:00 – Bid Evaluation
  - 4:01 – Right to Waive
  - 4:02 – Director’s Right to Final Bid Acceptance
  - 4:03 – Reserved
  - 4:04 – Reserved
  - 4:05 – Clarification of Bid
  - 4:06 – Evaluation Criteria
    - 4:06.1 – Bidder’s Cost Proposal
    - 4:06.2 – Bid Discrepancies
    - 4:06.3 – Reserved
- 5:00 – The Department of Environmental Protection
  - 5:01 – Definition
  - 5:02 – Supervision and Inspection
  - 5:03 – Construction Field Office
  - 5:04 – Other Facilities to be Furnished
- 6:00 – The Contractor
  - 6:01 – Definition
  - 6:02 – Official Address
  - 6:03 – Safety
  - 6:04 (A) – Federal, State, and Local Laws
  - 6:04 (B) – Affirmative Action Plan
  - 6:05 – Stakes and Bench Marks
  - 6:06 – Property Protection
  - 6:07 – Patients
  - 6:08 (A) – Indemnification
  - 6:08 (B) – Owner’s and Contractor’s Protective Liability Insurance
  - 6:08 (C) – Pollution Liability Insurance
  - 6:09 – Measurement and Payment

- 7:00 – General Construction
  - 7:01 – Investigation of Site and Conditions
  - 7:02 – Obstruction of Drainage
  - 7:03 – Misplaced Material
  - 7:04 – Water
  - 7:05 – Rights-Of-Way
  - 7:06 – Access to Roadway and Trestle
  - 7:07 – Damage to Structures
  - 7:08 – Construction Materials
  - 7:09 – Project Sign
- 8:00 – Contract Conditions
  - 8:01 – Contract Time
  - 8:02 – Sundays and Legal Holidays
  - 8:03 – Liquidated Damages
  - 8:04 – Stopping Work
  - 8:05 – Substantial Completion of Work
  - 8:06 – Claim for Delay
  - 8:07 – Abandonment of Contract
  - 8:08 – Breach of Contract
  - 8:09 – Review of Contracts
- 9:00 – Payment and Acceptance
  - 9:01 – Payments
  - 9:02 – Conditions of Acceptance
  - 9:03 – Contract Quantities
  - 9:04 – Site Restoration
- 10:00 – State Provisions
  - 10:01 – New Jersey Prevailing Wage Act
  - 10:02 – Division of Motor Vehicles Regulations
  - 10:03 – Americans With Disabilities Act (A.D.A.)
  - 10:04 – Business Registration
  - 10:05 – Subcontractors
  - 10:06 – Buy America
  - 10:07 – Diane B. Allen Equal Pay Act
  - 10:08 – Notice of Child Support
  - 10:19 – Conflict of Interest Law/EO 189
  - 10:10 – State Use Tax
  - 10:11 – Public Works Contractor Registration Act
  - 10:12 – Statement of Corporate Ownership
  - 10:13 – Disclosure of Investment Activities in Iran

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

**T-1 – T-50**

- 11:00 – Technical Specifications

- 11:01 – Item No. 1 – General Work
- 11:02 – Item No. 2 – Surveying
- 11:03 – Item No. 3 – Breakwater Marine Mattress Construction
- 11:04 – Item No. 4 – Breakwater Uniform Stone Construction
- 11:05 – Item No. 5 – Steel Sheet Pile Groin
- 11:06 – Item No. 6 – Beach Restoration
- 11:07 – Item No. 7 – Dune Landscaping
- 11:08 – Item No. 8 – Dune Fence Installation
- 11:09 – Item No. 9 – Navigation Pile Installation
- 11:10 – Item No. 10 – Dolphin Pile Installation
- 11:11 – Option 1 – Breakwater Marine Mattress Construction
- 11:12 – Option 2 – Breakwater Uniform Stone Construction
- 11:13 – Option 3 – Beach Restoration
- 11:14 – Option 4 – Navigation Pile Installation
- 11:15 – Alternate Item No. A1 – Timber Groin Construction
- 11:16 – Soil Erosion and Sediment Control
- 11:17 – Site Grading
- 11:18 – Onsite Material
- 11:19 – Stockpiling
- 11:20 – Contract Time
- 11:21 – Payment
- 11:22 – Access
- 11:23 – Construction Schedule
- 11:24 – Project Meetings
- 11:25 – Permit Conditions
- 11:26 – Subcontractors
- 11:27 – Acceptance
- 11:28 – Source Quality Control

## **Section 12:00 to 18:00 – Supplemental Specifications**

- 12:00 – Standards for Survey
  - 12:01 – Part 1 – General
  - 12:02 – Part 2 – Survey Requirements
  - 12:03 – Part 3 – Survey Map Requirements
  - 12:04 – Part 4 – Submittals
- 13:00 – Standards for Round Timber Piles
  - 13:01 – Part 1 - General
  - 13:02 – Part 2 - Products
  - 13:03 – Part 3 Execution
- 14:00 – Standards for Structural Timber
  - 14:01 – Part 1 - General
  - 14:02 – Part 2 - Products



14:03 – Part 3 – Execution

18:00 – Standards for Imported Beach Sand

14:01 – Part 1 - General

14:02 – Part 2 - Products

14:03 – Part 3 – Execution

Permits:

NJDEP Division of Land Use Regulation 6 pages  
DLUR 0604-21-0006.1 LUP210001- Dated August 19, 2021

United State Army Corps of Engineers Regulatory Branch 15 pages  
CENAP-OPR-2018-00318-95 – Dated September 29, 2021

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

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

Diane B. Allen Equal Pay Act Form 2 pages

NJDEP Code of Ethics 2 pages

Appendix A: Forms

Ownership Disclosure Form 2 pages

Disclosure of Investigations and other Actions Involving 2 pages  
Bidder Form

Disclosure of Investment Activities in Iran 1 page

Source Disclosure Certification form 1 page

Statement of Joint Venture (if applicable) 3 pages

Contractor Qualification Affidavit 2 pages

Corporate Resolution 1 page

Appendix B: Soil Borings

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

Appendix D: Reserved

Appendix E: Reserved

Appendix F: Federal Funding Provisions

6 pages

Bid Proposal: Proposal/Bid Schedule

P-1 – P-9

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

**1:00 PROJECT DESCRIPTION:**

**1:01 LOCATION:**

The proposed related work to be performed under this project is located at the Delaware Bayshore community of Money Island along the street known as Bayview Road in Downe Township, Cumberland County, New Jersey, directly fronting the mouth of Nantuxent Creek. Specific details as to the location are shown on Sheets 1, 3, and 4 of the project plans. Project plans can be found as a part of the Bid Package.

**1:02 WORK DESCRIPTION:**

The work to be performed under these specifications consists of the furnishing of all construction materials, equipment, labor, supplies and facilities, and the performing of all work necessary to construct nearshore breakwaters, a terminal groin, and beach restoration, and all related work per project description, together with all appurtenant work, as required by and in conformance with these Specifications and Project Plans in twelve (12) sheets, last revised November 19, 2021, and identified as "Money Island Shoreline Restoration Project Phase II: Breakwaters, Terminal Groin, and Beach Restoration.

**NOTES:**

- 1. All construction operations shall be planned, executed and in compliance with all applicable Executive Orders related to the COVID-19 pandemic. The Contractor and Sub-contractors must comply with the executive orders until they are rescinded, replaced, or construction is complete. Furthermore, the Contractor and Sub-contractors must comply with any subsequent executive orders issued by the Governor until same is rescinded, replaced, or construction is complete. Any additional restrictions shall be addressed by the Contractor immediately in their daily operations at no additional cost to the Department.**
- 2. The Contractor shall be required to protect the existing bridge on Bayview Rd. throughout the course of construction. In order to ensure this, the Contractor shall be required to either**

**1:00 (2) PROJECT DESCRIPTION:**

- 1) have a structural engineer licensed in the State of New Jersey evaluate and certify the structural integrity and load rating of the bridge and abutments, or 2) temporarily reinforce/bolster the bridge and abutments. Regardless of protection method, the Contractor shall be required to take pre and post construction photographs both above and below the bridge and abutments. Any damage identified as a result of the Contractor's operations prior to completion of the project shall be repaired at no additional cost to the State. Should the Contractor decide to temporarily reinforce/bolster the bridge, these reinforcements are to be left in place until project site is demobilized.
3. Contractor shall sequence work such that the terminal groin feature is constructed first, or in concurrence with, beach restoration work and/or breakwater work. Beach restoration work shall first progress from west to east, starting at approximately station 12+00. Contractor shall finish work east of station 12+00 prior to commencing work west of station 12+00.
4. Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:
- A. Work shall be prohibited from March 1 – June 30 to allow for migration of anadromous fish.
  - B. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection.
  - C. Work shall be prohibited from April 15 – September 15 to avoid affecting the sandbar shark pupping period.
  - D. To protect horseshoe crab eggs, work shall be prohibited from May 1 – August 1.
  - E. To protect Red Knot habitat, work activities shall not be performed from April 15 – June 15.

**1:00 (3) PROJECT DESCRIPTION:**

**F. To protect terrapin turtle nesting habitat, all work shall be prohibited from May 15 –August 31.**

**See NJDEP Permit DLUR 0604-21-0006.1 LUP210001 and Department of the Army Nationwide Permit No. 3, File No. CENAP-OPR-2018-00318-95, and FEMA NEPA Compliance Review located herein.**

- 5. The Division of Coastal Engineering (DCE or Division) permits the Contractor a maximum of fourteen (14) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety upon receipt of the Intent to Award Letter. Failure to do so could result in the Contractor's disqualification of their bid.**
- 6. The contractor shall be fully mobilized and begin work within Five (5) days after receiving the Notice to Proceed Letter from the Division of Coastal Engineering.**
- 7. All Contractor questions must be submitted by 4:00 PM on December 7, 2021 via email to the Project Engineer at [Andrew.mctague@dep.nj.gov](mailto:Andrew.mctague@dep.nj.gov). DCE will answer all questions by 4:00 PM on December 9, 2021. Only questions submitted by an authorized representative of the Pre-Qualified Contractor to DCE via email will be addressed.**
- 8. It is highly recommended and encouraged that all prospective bidders visit the site(s) to satisfy themselves of the site(s), proposed work, and existing conditions prior to submitting their bid. Should the contractor decide not to visit the site(s), this will not relieve them of performing the job for the total price bid.**
- 9. To achieve eligibility for award of contract, the NJDEP Division of Coastal Engineering requires that the apparent low bidder register with NJ Start prior to contract execution. All bidders can register with NJ Start at <https://www.njstart.gov/bsol/>. For any questions regarding how to register or the registration process, please contact the Project Manager.**

**1:00 (4) PROJECT DESCRIPTION:**

- 10. All Bidders MUST designate an Authorized Representative upon receipt of the Project Bid Package. All official correspondence must be submitted through that representative during the solicitation process. Please refer to the Project Advertisement for more information.**
- 11. Any information given for bidding purposes, prior to construction, are for general information only, and are not warranted to show actual conditions, nor intended to substitute for personal investigation.**
- 12. Where referenced, the term "Manager" shall be deemed to include the Manager or Director of the NJDEP Division of Coastal Engineering or his/her Authorized Representative. Where referenced, the terms "Engineer or Project Manager" shall mean the Project Engineer or Project Manager of the Division as designated by the Manager. Where referenced, the terms "Division or DCE" shall mean the Division of Coastal Engineering and its authorized representatives.**
- 13. Prior to any site disturbance, the Contractor shall field verify the existing topography and advise the Engineer in writing of any discrepancies. Should discrepancies arise, the Engineer reserves the right to provide a change of plan within seven (7) working days of said notification. The Contractor shall make no claims if a change of plan is necessary.**
- 14. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.**
- 15. Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property the Contractor shall recover and remove the item(s) at their expense and notify the Division.**
- 16. The Contractor shall coordinate with DCE Project Manager to ensure that all necessary Federal, State, and Local Permits have been acquired prior to commencement of construction.**

**1:00 (5) PROJECT DESCRIPTION:**

- a. DCE has secured the appropriate NJDEP and the United States Army Corps of Engineers, further referenced as USACE, permits for this project (See attached permits). All other required permits, if applicable, shall be the responsibility of the Contractor to obtain.
  - b. All debris shall be disposed of in accordance with all State and Federal regulations. Debris shall be sent to a waste facility approved by the DCE Project Manager.
- 17. The Contractor shall maintain access to the shoreline throughout the duration of the project for Division of Coastal Engineering (DCE) Staff.
- 18. A complete Bid Checklist has been provided in Appendix A. Bidders are to utilize this checklist to ensure that all deliverables required at the time of bid are submitted.
- 19. A shoreline staging or load-out facility for transfer of construction materials, equipment, or personnel is provided as shown on the plans. It is the responsibility of the Contractor, at their own expense, to identify and negotiate terms for use of any additional shoreline facilities or load out of construction materials that the Contractor deems necessary to complete the project.
- 20. The NJDEP reserves the right to take as long as 60 days after bids have been received to fully execute a contract. Failure to submit all necessary paperwork to the Division of Coastal Engineering in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed. The window to execute a contract shall be officially stopped should there be any formal bid protest until a final determination has been made. The clock shall continue from the elapsed time prior to the formal protest moving forward.
- 21. Contractor shall take full responsibility of the work zone and staging areas until the project is closed out. The Contractor shall assume responsibility to prepare the work site for any potential storms and cooperate with both the State and Local officials during such events.

**4304-22**

**1:00 (6) PROJECT DESCRIPTION:**

**22. Any sand excavated for construction purposes must be stockpiled for reuse as backfill material. Any sand loss will be the sole responsibility of the Contractor to replace.**

**The work under this project is to be bid upon and executed under the ten (10) work items, more particularly described as follows:**

**BASE BID ITEMS**

**ITEM NO. 1 – GENERAL WORK:**

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

See Subsection 11:01 for further details and specifications.

**ITEM NO. 2 – SURVEYING:**

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to perform the pre-construction, mark-out, and as-built surveys.

See Subsection 11:02 for further details and specifications.

**ITEM NO. 3 – BREAKWATER MARINE MATTRESS  
INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per square yard (SY) of marine mattress constructed, including all costs associated with or incidental to all marine mattress installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey



**4304-22****1:00 (7) PROJECT DESCRIPTION:**

costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

The total estimated quantity for this bid item is **267** SY.

See Subsection 11:03 for further details and specifications.

**ITEM NO. 4 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per ton (TON) of stone placed, including all costs associated with or incidental to all breakwater uniform stone installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

The total estimated quantity for this bid item is **274** TONS.

See Subsection 11:04 for further details and specifications.

**ITEM NO. 5 – STEEL SHEET PILE GROIN:**

The work under this item is to be bid upon and executed as a unit price per linear foot (LF) of steel sheet pile groin, measured along the center line, and shall include all labor, materials, equipment, rigging, tools, and accessories required to transport, sandblast, coat, and construct the groin, complete-in-place including all steel sheeting, coating, excavation, backfill, hardware, and accessories as shown on the Project Plans and specified herein.

The total estimated quantity for this bid item is **150** LF.

See Subsection 11:05 for further details and specifications.

**ITEM NO. 6 – BEACH RESTORATION:**

**4304-22****1:00 (8) PROJECT DESCRIPTION:**

The work under this item is to be bid upon and executed on a per ton (TON) basis and shall include the furnishing, importing, placing and distributing of approved sand to restore the shoreline, as indicated on the Project Plans. All sand shall be placed to the lines, grades and dimensions indicated on the project plans and/or as directed by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his or her expense.

The total estimated quantity for this bid item is **21,000** TON.

See Subsection 11:06 for further details and specifications.

**ITEM NO. 7 – DUNE LANDSCAPING:**

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to plant and landscape dunes as depicted on the Project Plans.

See Subsection 11:07 for further details and specifications.

**ITEM NO. 8 – DUNE FENCE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per linear foot (LF) of dune fence, including all costs associated with or incidental to all dune fence installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the dune fence installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1,745** LF.

See Subsection 11:08 for further details and specifications.

**ITEM NO. 9 – NAVIGATION PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per navigation pile (UNIT) constructed, including all costs associated

**4304-22****1:00 (9) PROJECT DESCRIPTION:**

with or incidental to pile installation for Navigation Pile #1, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

See Subsection 11:09 for further details and specifications.

**ITEM NO. 10 – DOLPHIN PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per dolphin pile structure (UNIT) constructed, including all costs associated with or incidental to all dolphin pile installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the dolphin pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

See Subsection 11:10 for further details and specifications.

**OPTION ITEMS:****OPTION 1 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per square yard (SY) of marine mattress constructed, including all costs associated with or incidental to all marine mattress installation for Breakwaters #3, #4, and #5, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

The total estimated quantity for this bid item is **400** SY.

See Subsection 11:11 for further details and specifications.

**1:00 (10) PROJECT DESCRIPTION:****OPTION 2 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per ton (TON) of stone placed, including all costs associated with or incidental to all breakwater uniform stone installation for Breakwaters #3, #4, and #5, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

The total estimated quantity for this bid item is **411** TONS.

See Subsection 11:12 for further details and specifications.

**OPTION 3 – BEACH RESTORATION:**

The work under this item is to be bid upon and executed on a per ton (TON) basis and shall include the furnishing, importing, placing and distributing of approved sand to restore the shoreline, as indicated on the Project Plans. All sand shall be placed to the lines, grades and dimensions indicated on the project plans and/or as directed by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his or her expense.

The total estimated quantity for this bid item is **14,000** TON.

See Subsection 11:13 for further details and specifications.

**OPTION 4 – NAVIGATION PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per navigation pile (UNIT) constructed, including all costs associated with or incidental to pile installation for Navigation Pile #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

## **4304-22**

### **1:00 (11) PROJECT DESCRIPTION:**

See Subsection 11:14 for further details and specifications.

#### **ALTERNATE ITEMS:**

##### **ITEM NO. A1 – TIMBER GROIN CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per linear foot (LF) of timber groin constructed, including all costs associated with or incidental to all timber groin installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the timber groin installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **150** LF.

See Subsection 11:15 for further details and specifications.

### **1:03 CONTRACT TIME:**

Due to environmental timing restrictions and funding constraints, **the base bid contract work must be completed by March 1, 2022**. Demobilization will be allowed after March 1, 2022 in upland areas away from protected habitat. See Section 8:01 for further details. Contractor must contact DCE Project Manager prior to mobilization.

#### **NOTES:**

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

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

Bids will be compared and awarded on the basis of the **total amount of base bid** for all the work as outlined in the proposal form. If the

**1:00 (12) PROJECT DESCRIPTION:**

lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.

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

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

**Bid Options and Bid Alternates shall be considered separate from base bid items and shall have no influence on determination of the lowest base bid. Bid Options and Alternates (if applicable) shall be awarded after determination of the lowest base bid and contract award, as follows:**

**1. Bid Options**

- a. Bid Options may be awarded at any point during the contract duration.**
- b. The Division is currently coordinating with State and Federal resource agencies to secure relaxation of environmental timing restrictions. Currently all work must be completed by March 1<sup>st</sup>, 2022. The Division is pursuing a work extension to at least April 1<sup>st</sup>, 2022. This timing restriction relaxation is not guaranteed at this time. All costs for Bid Options shall account for a completion date of April 1<sup>st</sup>, 2022. All costs for base bid items shall continue to account for a required completion date of March 1<sup>st</sup>, 2022.**

**2. Bid Alternates**

- a. Bid Alternates shall be awarded prior to contract award. The Bid Alternate(s) identified in this bid shall be awarded in the following manner:**
  - i. Alternate Item No. A1 – Timber Groin Construction**

**4304-22**

**1:00 (13) PROJECT DESCRIPTION:**

**ii. If awarded, this alternate item shall replace base bid Item No. 5 – Steel Sheet Pile Groin. All other base bid items shall remain.**

**b. All costs for Bid Alternates shall account for a completion date of March 1<sup>st</sup>, 2022.**

**1:05 PROJECT SIGN:**

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

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. SHORE PROTECTION PROJECT NUMBER 4304-22
  
4. THE MONEY ISLAND SHORELINE RESTORATION PROJECT
5. IS DESIGNED TO ENHANCE THE ENVIRONMENT OF
6. NEW JERSEY'S SHORELINE AND TO FURTHER
7. IMPROVE OUR RECREATIONAL FACILITIES
  
8. PHILIP D. MURPHY, Governor
9. SHEILA Y. OLIVER, Lt. Governor
10. SHAWN M. LATOURETTE, Commissioner

NOTE: Lines 1 to 3 to be 4 inches high  
Lines 4 to 7 to be block letters 2 1/2 inches high  
Lines 8 to 10 to be 2 inches high

**1:00 (14) PROJECT DESCRIPTION:**

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

**1:06 PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth in NJDEP Permit DLUR 0604-21-0006.1 LUP210001 and Department of the Army Nationwide Permit No. 3, File No. CENAP-OPR-2018-00318-95 as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

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

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

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

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

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in



**1:00 (15) PROJECT DESCRIPTION:**

the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's failure to designate such information as confidential in submitting a bid shall result in a waiver of such claim.

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

**1:08 FEDERAL FUNDING PROVISIONS:**

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

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

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

1. Including qualified MBEs/WBEs on solicitation lists;
2. Assuring that MBEs/WBEs are solicited once they are identified;
3. Smaller tasks or quantities so as to permit maximum MBE/WBE participation;
4. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA)

**4304-22****1:00 (16) PROJECT DESCRIPTION:**

and the U. S. Small Business Administration to identify MBEs/WBEs, as required;

6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed above.

**1:10 PROJECT PLANS**

The Project Plans for the base bid consist of 12 pages, last revised November 19, 2021 and titled as "Money Island Shoreline Restoration Project Phase II: Breakwaters, Terminal Groin, and Beach Restoration" and are attached. In addition to the conformance to the Project Plans, the Contractor shall adhere to all approved requirements shown/identified on the various permit plans submitted with the federal, state and local permits. Copies shall be provided to the awarded Contractor electronically, and a copy of each shall be maintained in the field office to the Contract lifespan. Deviations to the Project Plans must be updated, approved and signed/sealed by the Engineer, and shall be provided to the Contractor for replacement as deemed necessary during construction.

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

## **4304-22**

### **Standard Specifications (1)**

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

#### **2:01      SPECIFICATIONS:**

See Section 3:01 for Contract definitions.

#### **2:02      PROJECT PLANS:**

See Section 3:01 for Contract definitions.

#### **2:03      GENERAL STATEMENT:**

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

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

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

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

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

**Standard Specifications (2)**

Such examination and determination by the Director shall not relieve the Contractor in any way from their proper responsibility for damages caused to structures or properties adjacent to the site of the work by their operations.

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

**2:04      TIDES AND DATUM:**

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

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

**3:01      DEFINITIONS:**

- 1. Assistant Commissioner** – is defined as the Assistant Commissioner of the Climate and Flood Resilience Program within the New Jersey Department of Environmental Protection.
- 2. Bid** – Refers to the solicitation for the Project or the package assembled by the Contractor that contains the pricing and required documentation to be submitted.
- 3. Beach** – As defined in N.J.A.C. 7:7-9.22.
- 4. Bidder** – An entity, such as a Contractor, offering a Proposal in response to the Division's Bid Solicitation.
- 5. Bid Option** – Refers to the line items within the bid identified as Options.
- 6. Bid Alternative** – Refers to the line items within the bid identified as Alternatives
- 7. Bid Proposal Form** – refers to the form attached herein as part of the Request for Proposal (RFP) to be completed and submitted by the Bidder which identifies the breakdown of work and quantities in which the Bidder shall be paid by.
- 8. Bid Solicitation** – The Division's Request for Proposal (RFP) which is made public through advertising, mailings, or some other method of communication.
- 9. Change Order** – Additional work to the original scope of work for the Project evidenced by a written order by the Director, which specifies the change or modification of work, materials, products, or

**Standard Specifications (3)**

structures not specified within the original scope of work, and describing and specifying the additional work and fixing the amount of compensation. Refer to section 2:03 for additional information.

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

**Standard Specifications (4)**

requirements pursuant to the Contract's terms and conditions for Completion of Construction for the Project.

- 23. Inlet** - As defined in N.J.A.C. 7:7-9.9(a).
- 24. Inspector(s)** - is defined as the Director's appointed representative on the Project whose duty it shall be to exercise supervision of operations and to enforce compliance with the Contract and Contract Documents. See Section 5:02 for further responsibilities. The Inspector's duties are performed in coordination with the Director's appointed Project Manager.
- 25. Intent to Award** - Notification provided by the Division to the lowest qualified Bidder that they have been selected for the construction of the Project. The Notice to Proceed shall be provided following execution of the Contract and pre-construction public meeting.
- 26. Joint Venture** - The arrangement in which two or more parties agree as one entity characterized by a shared ownership or partnership.
- 27. Limit of Disturbance** - is defined as the Project limits/Contractor work limits and the limit to which work is being done, shown as the LOD or Contractor Work Limit (CWL) line on the Project Plans. The Contractor **SHALL NOT DISTURB, ENTER OR PERFORM WORK IN ANY AREA OUTSIDE OF THE LOD/CWL LINE.** The Contractor shall obtain approval from the Project Manager if he or she wishes to enter or work in any area outside of the LOD/CWL line. If the Contractor disturbs, enters or performs work in areas outside of the Limit of Disturbance, after obtaining approval from the Project Manager, it is the responsibility of the Contractor to restore those areas to their previous conditions.
- 28. Manager** - Manager, Division of Coastal Engineering, Climate & Flood Resilience, Department of Environmental Protection, who is the Project Manager for projects administered by the Division.
- 29. Notice of Completion** - is defined as the written notice required by the Contract and issued by the Contractor to notify the Division and other concerned parties that Completion of Construction for the Project has occurred and items as defined by Completion of Construction have been met.
- 30. Notice to Proceed** - is defined as the date the Department provides the Contractor the instructions, in writing, to commence with work operations at the Project site pursuant to the Specifications and Contract.
- 31. Project** - is defined as titled and detailed in these Contract Documents and shown within the Limit of Disturbance on the Project Plans.
- 32. Jetty** - A rigid structure used to maintain the opening to a navigational channel such as an inlet.

**Standard Specifications (5)**

- 33. Project Manager or Project Engineer** – The individual employed by the Division that is tasked with the management and oversight of the project.
- 34. Project Plans** – Are issued to accompany and be a part of the Specifications. The plans are identified by date and number of sheets in Section 1:00 of these specifications.
- 35. Proposal** – Bidder's timely response, or bid, to the Bid Solicitation including, but not limited to, Cost Proposal/Quote, Contractor Experience, Stone Setter Experience, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.
- 36. Punchlist** – All outstanding items to be completed by the Contractor defined by the Department at the time of Substantial Completion of Work. These items must be completed prior to final contract closeout and release of retainage.
- 37. Revetment** - As defined in N.J.A.C. 7:7-1.5.
- 38. Specifications** – is defined as these legal documents herein, detailing the requirements, measurement and payment of each item and sub-item making up the project, and includes: the Project advertisement; terms and conditions of bidding and Contract award; Specifications (both general and technical) and all appendices/attachments; and the Project proposal form. The Specifications will be annexed to and become part of the Contract.
- 39. State** – The State of New Jersey.
- 40. Sub-Contractor** – is defined as the specialty personnel from other firms hired by the Contractor to perform the work required as defined in the Contract Documents but is not recognized as a party of the Contract.
- 41. Substantial Completion of Work** – The completion of all features of work that is substantiated or approved by the Department. Declaration of Substantial Completion is made upon the completion and acceptance of a preliminary walkthrough and development of Punchlist items. See Section 8:05 for more details.
- 42. Tidal Waters** - As defined in N.J.A.C. 7:9B-1.4.

## **4304-22**

### **Standard Specifications (6)**

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

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

#### **3:03      QUALIFICATIONS OF BIDDERS:**

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

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

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

#### **3:04      JOINT VENTURE:**

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

#### **3:05      SUBMITTING BIDS:**

Bids received after the time named in the Project Advertisement, or if and when applicable after any revised date or time as stated in any



**Standard Specifications (7)**

addendum, or in unsealed envelopes will not be considered. Bids and guarantees must be submitted sealed in the bid envelopes furnished with the Bid Proposal Forms.

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

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

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

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

No proposal will be considered unless accompanied by a bid bond or certified check made payable to the order of the "DEPARTMENT OF ENVIRONMENTAL PROTECTION" for at least ten (10%) percent of the amount bid, a certified statement from a bonding company

## **4304-22**

### **Standard Specifications (8)**

acceptable to the State of New Jersey; stating that it will furnish required Performance and Payment bonds for the Contractor upon the award of the work and the required qualification affidavit which is issued as part of the proposal. Failure to provide a sufficient bid bond, certified statement, and/or qualification affidavit shall be cause for rejection of the proposal.

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

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

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

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

### **3:06      BID MODIFICATIONS:**

## **4304-22**

### **Standard Specifications (9)**

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

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

### **3:07      CONTRACT AWARD:**

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

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

## **4304-22**

### **Standard Specifications (10)**

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

#### **3:08      RESERVED:**

#### **3:09      ADDENDA AND CLARIFICATIONS:**

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

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

#### **3:10      SOCIAL DISTANCING:**

**ALL CONSTRUCTION OPERATIONS SHALL BE PLANNED, EXECUTED AND IN COMPLIANCE WITH ALL EXECUTIVE ORDERS RELATED TO THE COVID-19 PANDEMIC WHICH INCLUDE BUT ARE NOT LIMITED TO EXECUTIVE ORDERS: 122, 142, 192, 196, AND 271. THE CONTRACTOR AND SUB-CONTRACTORS MUST COMPLY WITH THE EXECUTIVE ORDERS UNTIL THEY ARE RESCINDED, REPLACED, OR CONSTRUCTION IS COMPLETE. FURTHERMORE, THE CONTRACTOR AND SUBCONTRACTORS MUST COMPLY WITH ANY SUBSEQUENT EXECUTIVE ORDERS ISSUED BY THE GOVERNOR UNTIL SAME IS RESCINDED, REPLACED, OR CONSTRUCTION IS COMPLETE. ANY ADDITIONAL RESTRICTIONS SHALL BE ADDRESSED BY THE CONTRACTOR IMMEDIATELY IN THEIR DAILY OPERATIONS AT NO ADDITIONAL COST TO THE DEPARTMENT.**

## **4304-22**

### **Standard Specifications (11)**

#### **the COVID-19 pandemic,**

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

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

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

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

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

#### **4:00 BID EVALUATION:**

#### **4:01 RIGHT TO WAIVE:**

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

**Standard Specifications (12)**

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

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

**4:03      RESERVED**

**4:04      RESERVED**

**4:05      CLARIFICATION OF BID:**

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

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

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

**4:06      EVALUATION CRITERIA:**

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

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

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

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

## **4304-22**

### **Standard Specifications (13)**

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

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

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

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

#### **4:06.3 RESERVED:**

**Standard Specifications (14)**

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

**5:01      DEFINITION:**

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

**5:02      SUPERVISION AND INSPECTION:**

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

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

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

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



**Standard Specifications (15)****5:03      CONSTRUCTION FIELD OFFICE:**

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

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

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

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

**Standard Specifications (16)**

The Contractor shall provide the following supplies for the duration of the Project: copy paper, toner, toilet paper, paper towels, soap, hand sanitizer, light bulbs and other consumables required by the Director's appointed representative.

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

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

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

**5:04**

**OTHER FACILITIES TO BE FURNISHED:**

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

**Standard Specifications (17)**

**6:00      THE CONTRACTOR:**

**6:01      DEFINITION:**

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

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

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

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

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

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

The Contractor, by the submission of the Proposal and Bid for this Project, agrees, that they have personal knowledge of the Project site, of the Project, of the physical conditions, of the surface and sub-surface

**Standard Specifications (18)**

conditions, of the tides and datum, and of all hazards (known or anticipated). Furthermore, by the submission of the proposal and bid for this Project, the Contractor agrees that the lack of any such knowledge of the above will not affect the performance and ability of the Contractor from fulfilling the provisions of the Contract.

**6:02      OFFICIAL ADDRESS:**

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

**6:03      SAFETY:**

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

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

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

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

**Affirmative Action:**

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

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

**Standard Specifications (19)**

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

**Prevailing Wage:**

The Contractor shall adhere to the requirements of the New Jersey Prevailing Wage Act. A copy of bulletin MW 211 entitled "NJ State

**Standard Specifications (20)**

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

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

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

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

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

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

**Sales Tax Exemption:**

**Standard Specifications (21)**

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

Copies of Form ST-4, EXEMPT USE CERTIFICATE may be obtained from

the            State            Division            of            Taxation,            at  
[http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st4.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st4.pdf).

The Sales and Use Tax sections, which apply, are Nos. 8 (w) and 9 (a)

(1). The Project number, name of the Department and brief description of the Project should be shown on the certificate for proper identification and reference.

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

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

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

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

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

**Standard Specifications (22)**

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

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

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

The Contractor or Sub-Contractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-37 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.).

When hiring or scheduling workers in each construction trade, the Contractor or Sub-Contractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by *N.J.A.C. 17:27-7.2*; provided,



**Standard Specifications (23)**

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

**A.** If the Contractor or Sub-Contractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Sub-Contractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the Contractor or Sub-Contractor as it fulfills its affirmative action obligations under this Contract and in accordance with the rules promulgated by the Treasurer, pursuant to *N.J.S.A. 10:5-31* et seq., as supplemented and amended from time to time and the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.). If the Contractor or Sub-Contractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Sub-Contractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with the chapter. If the Contractor's or Sub-Contractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Sub-Contractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under section B below; and the Contractor or Sub-Contractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

**Standard Specifications (24)**

Sub-Contractor agrees to take the following actions:

1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Sub-Contractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or Sub-Contractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
6. To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Sub-Contractor:
  - (i) The Contractor or Sub-Contractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Sub-Contractor shall in good faith determine the qualifications of such individuals. The Contractor or Sub-Contractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-

**Standard Specifications (25)**

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

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

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

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

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

**Standard Specifications (26)**

Contractor or Sub-Contractor shall consider for employment persons referred pursuant to paragraph B above without regard to such agreement or arrangement; provided further, however, that the Contractor or Sub-Contractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Sub-Contractor agrees that, in implementing the procedures of B above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

**E.** In the event the Contractor or its Sub-Contractors are in noncompliance with these Specifications or of any rules, regulations or orders promulgated by the State Department of the Treasury pursuant to *N.J.S.A. 10:5-36* or with the provisions of *N.J.S.A. 10:2* or rules or regulations promulgated thereunder, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be

**Standard Specifications (27)**

declared ineligible by the State Department of the Treasury for further public works contracts. Such other sanctions as may be adopted by the State Department of the Treasury pursuant to N.J.S.A. 10:5-36 may be imposed for the aforementioned violations.

**F.** The Contractor will include all of the clauses one (1) through ten (10) above in every subcontract or purchase order unless exempted by N.J.S.A. 10:5-36 or rules, regulations or orders promulgated thereunder by the State treasury department, so that all of the aforementioned clauses will be binding upon each Sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State treasury department may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**G.** For the purpose of these Specifications, the following terms shall have the following meanings:

A. *"Affirmative Action"* means procedures, which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

B. *"Minority group members"* means persons who are Native American, African-American, Alaskan Native, Asian or Pacific Islander, Hispanic or women.

**6:05      STAKES AND BENCH MARKS:**

The Contractor will be required to preserve all stakes and benchmarks established on the work until duly authorized by the Project Manager to remove the same. All stakes and benchmarks disturbed or removed without the permission of the Project Manager shall be replaced at the expense of the Contractor.

**6:06      PROPERTY PROTECTION:**

The Contractor will be required to protect all concrete pavement, curb, sidewalk, utilities, and existing structures inside the Limit of Disturbance and not specifically marked for removal or demolition from any damage during the construction of the work. The Contractor will also be required to protect all concrete pavement, curb, sidewalk, utilities, and existing structures outside of the Limit of Disturbance from any damage during the construction of the work. If any such property is damaged by the Contractor and their agents/employees, or Sub-Contractors and their

**Standard Specifications (28)**

agents/employees, the Contractor will be required to replace the damaged property to the entire satisfaction of the Project Manager and Director at no additional costs to the Department.

**6:07**

**PATENTS:**

The Contractor and their Sub-Contractors shall hold and save harmless the State of New Jersey from liability of any nature or kind including expenses and costs for, or on account of, any patented process material or method, used in this project, or royalties arising from their use of any patented process material or method in any way involved in this project.

**6:08**

**(A) INDEMNIFICATION:**

The Contractor acknowledges that at all times under this contract they shall be acting in the capacity of an independent Contractor, and as such shall be solely liable for all claims of any kinds and description including any and all damages awarded in any suit or proceeding including costs thereof, to which the Contractor may be subjected, by reason of injury to the person or property of others, including employees, resulting from the performance of the Project, or through negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the Project or through any act or omission on the part of the Contractor, their Sub-Contractor, employees, agents, or servants; the Contractor agrees that there shall be no liability upon the State of New Jersey, through or by any and all of its Departments, Divisions or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, arising out of the performance by the Contractor of their obligations as set forth herein, and the Contractor further agrees to indemnify and save harmless the State of New Jersey, through or by any and all of its Department, Division, or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, from any liability and from all costs and expenses of any kind to which the State of New Jersey through or by any and all of its Departments, Divisions, or sub-divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be put by reason of injury or claim of injury to persons or property resulting or arising from the performance by the Contractor, their servants, licensees, agents, or invitees of their obligations herein.

**Standard Specifications (29)**

**6:08      (B) OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:**

The Contractor waives any right of recovery for contribution from the State of New Jersey, through or by any and all of its Departments, Divisions, or sub-divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, for any liability sustained by the Contractor under this Contract including but not limited to claims for injury to person or property resulting from any portion of the work performed under this Contract which may be deemed to be inherently dangerous.

**A. Policy Requirements.** Procure and maintain insurance until Completion of Construction. The Division will not consider the work or any portion as put to its intended use until acceptance of the Completion of Construction. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Before performing construction operations, provide the Project Manager with certificates of insurance and policy declaration pages. The Department's Insurance Certificate (Form DC-175) is the only acceptable form as evidence of insurance. Ensure that insurance policies are endorsed to provide written notice by certified mail to the Division 30 days before changes to and/or cancellation of the policy. Upon request, provide the Project Manager with a certified copy of each policy. Submit documentation to identify all exclusions and deductible clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

**B. Types.** At a minimum, provide the following insurances:

**1. Comprehensive General Liability Insurance.** Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State.

**Standard Specifications (30)**

Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.
8. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

1. Explosions.
2. Damage to underground utilities.
3. Collapse of foundations

Ensure the policy names the Municipality(s), the State, their officers, employees, agents and any additional parties identified in Section 1:00 of these specifications as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

**2. Comprehensive Automobile Liability Insurance.**

Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

**3. Owner's and Contractor's Protective Liability Insurance.**

Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to



**Standard Specifications (31)**

include Severability of Interest/Separation of Insureds clause. Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy. Ensure the policy is endorsed to include per project aggregate.

**4. Workers Compensation and Employer's Liability**

**Insurance.**

Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance with the following minimum

limits of liability:

1. \$1,000,000 each accident.
2. \$1,000,000 Disease each employee.
3. \$1,000,000 Disease aggregate limit.

If construction operations require marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

**5. Excess Liability Insurance.** Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

**6. Marine Liability Insurance.** If construction operations require the Contractor to use a boat, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

**Standard Specifications (32)**

1. Personal injury.
2. Contractual liability.
3. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
4. Per project aggregate.
5. Ensure the policy names the Municipality(s), the State, their officers, employees, and agents as additional insured.

**C. Maintenance.** Submit an updated DC-175, Insurance Certificate, to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the Project Manager may suspend the work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above. Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

**6:08**

**(C) POLLUTION LIABILITY INSURANCE:**

Procure Contractor's Pollution Liability insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the pollution liability insurance meets the policy requirements specified in Section 6:08 (B) A. of these specifications. If the policy is written on an occurrence form, ensure it will remain in effect until acceptance of Completion of Construction, and ensure that completed operations coverage is provided for a period of no less than 2 years after acceptance of Completion of Construction. If the policy is written on a claims-made

basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after acceptance of Completion of Construction.

Ensure the policy provides coverage for:

1. Bodily injury and property damage to third parties.
2. Natural resource damages.
3. Environmental cleanup including restoration or replacement costs.
4. Legal defense.

**Standard Specifications (33)**

5. Transportation of waste material by or on behalf of the Contractor away from the Project Limits.
6. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.
7. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
8. Severability of Interest/Separation of Insureds.
9. Per project aggregate.

Ensure the policy does not contain any exclusions or limitations for:

1. Liabilities Assumed under an insured contract.
2. Lead, silica, or asbestos.
3. Underground storage tanks.
4. Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the Municipality(s), the State, their officers, employees, agents and any additional parties identified in Section 1:00 of these specifications as additional insured. Provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

**6:09      MEASUREMENT AND PAYMENT:**

Measurement for payment for this Project is based on completion of the Work in accordance with the Project Plans and Technical Specifications for each item. Field measurements will determine the percent complete of Work components when listed on the approved Schedule of Values. Measurements will be made by using linear units, tonnages, area units, or unit quantity counts as listed on the Bid Form for unit quantity items and at the Owner's Representative's sole discretion for lump sum items.

The Contractor shall take all measurements and compute quantities. The Owner's Representative will verify measurements and quantities as appropriate.

**Standard Specifications (34)**

The Contractor shall assist the Owner by providing the necessary equipment, workers, and survey personnel as required.

Measurement Devices

1. Weigh Scales: Inspected, tested, and certified by the applicable state weights and measures department within the past year.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested, and certified by the applicable state department within the past year.
4. Linear Measurement: Measured by linear dimension at the item centerline or mean chord in feet and hundredths of a foot.
5. Measurement by Area: Measurement by square dimension using mean length and width or radius in feet and hundredths of a foot.
6. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, linear means, or combination, as appropriate, as a completed item or unit of the Work.

All costs associated with OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE and POLLUTION LIABILITY INSURANCE shall be included in the pay item "GENERAL WORK".

The Contractor shall provide all other insurance costs at the Contractor's expense.

**Standard Specifications (35)**

**7:00      GENERAL CONSTRUCTION:**

**7:01      INVESTIGATION OF SITE AND CONDITIONS:**

The Contractor, by the submission of a bid acknowledges as follows: that they have satisfied themselves with the nature and locations of the work; the general and local conditions, including but not limited to those bearing on accessibility, transportation, disposal, handling, and storage of materials; the availability of labor, water, supplies, materials, power, and roads; the uncertainties of weather, tides and similar physical conditions at the site of the work; the conformation and conditions of the ground; the surface and subsurface materials, conditions and obstacles; and the character of equipment and facilities needed prior to and during prosecution of the work. Any failure of the Contractor to acquaint themselves with any and all factors bearing on the project will not in any way relieve them from their responsibility for estimating properly the difficulty and the cost of successfully performing the work, or the responsibility for completing the project under the terms of the contract and at the prices bid in the proposal.

**NOTE: It is highly recommended and encouraged that all prospective bidders visit the Project Site to ascertain the scope of work under the proposed work items. Should the Contractor decide not to visit the site, this will not relieve them of performing the job for the total price bid.**

**7:02      OBSTRUCTION OF DRAINAGE:**

If it is necessary during the progress of the work to interrupt or obstruct the natural drainage or flow from artificial drains, waterways, or mosquito ditches, the Contractor shall make proper provisions for taking care of such drainage so that no damage of any kind or character shall result, and if the Contractor shall neglect to do so, they shall be liable therefore and shall indemnify and save harmless the State of New Jersey from all liability on damage which may result from such negligence.

**7:03      MISPLACED MATERIAL:**

Should the Contractor, during the progress of the work, lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to the property, they shall recover and

**Standard Specifications (36)**

remove the same with the utmost dispatch at no additional cost to the Department.

The Contractor shall be given immediate notice with description and location of such obstructions from the Project Manager, and when required shall mark or buoy such obstructions until the same is removed. Should they refuse, neglect, or delay compliance with the above requirements, such obstructions may be ordered removed by the Manager and the costs of such removal may be deducted from any money due or to become due to the Contractor.

**7:04      WATER:**

The Contractor shall furnish all water required to do the work and include the cost thereof in their bid.

**7:05      RIGHTS-OF-WAY:**

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Division, they shall be procured, used, and returned at their expense.

**7:06      ACCESS TO ROADWAY AND TRESTLE:**

The Contractor shall include in their bid for the work the cost of providing and removing all access roadways and trestles required by their operations. Ramps and trestles shall be constructed in such a manner as to make them safe to carry all construction loads. The Contractor shall be responsible for the design, construction, and complete removal of such structures.

**7:07      DAMAGE TO STRUCTURES:**

When necessary, and with the written approval of the Project Manager and/or Director, permission is given for the removal of any part of an existing permanent structure during the progress of the work, the Contractor shall replace the materials so removed or damaged with new materials of the same kind and quality as that removed or damaged and reestablish to a completed finished condition and appearance. No allowance will be made to the Contractor for such work, which shall be assumed as included in the bid for the new work.

**7:08      CONSTRUCTION MATERIALS:**

**Standard Specifications (37)**

All construction materials furnished for the work shall be new and unused and shall strictly conform to the grade and quality hereinafter specified unless otherwise instructed by the Director. See Section 10:06 for more information on Buy America.

**7:09      PROJECT SIGN:**

The Contractor shall furnish and erect one or more project signs, complete with necessary supports, at locations to be designated in the field by the Project Manager. The signs shall be placed at least one (1) day prior to the beginning of the Project operations, and shall be maintained by the Contractor throughout the Project operations. The number and text of the signs shall be as indicated in Section 1:00, and the construction and materials shall be as hereinafter described.

Upon Substantial Completion of Work for the Project, the signs shall be removed by the Contractor and shall become their property. Final payment under the Project will not be made until the signs have been removed.

The cost of the signs and appurtenant work shall be included in the bid as described in Section 1:00.

The signs shall be 3/4" plywood, Marine-Ext. DFPA, four (4) feet high by eight (8) feet long. The edges shall have two (2) coats of primer, plus one (1) intermediate and one (1) finish coat; the front and back, one (1) coat of primer and one (1) coat of intermediate.

The upper portion of the sign shall bear gold letters over a dark blue field. The lower portion shall bear blue letters over a gold field. All lettering shall be standard upper case block letters. The work and lettering shall be of professional quality. Should the sign flake or fade during the Contract duration, it shall be repainted as necessary.

The Project Manager may order changes in the names and category if required to convey existing conditions. The height and size of lettering may be varied to give proportion to the sign. See Section 1:00 for legend, sizes and wording.

**Standard Specifications (38)**

**8:00      CONTRACT CONDITIONS:**

**8:01      CONTRACT TIME:**

The Contractor is required to begin work under the Contract within five (5) calendar days of the date of the written Notice to Proceed from the Director, and must prosecute the work with due dispatch and with sufficient machinery and appliances, in good order, to insure the completion of the work within the number of calendar days stated in Section 1:00 of these Specifications. If at any time after the date fixed for beginning work it be found that Project operations, in the opinion of the Director, are not being carried on at such a rate to complete the work within the time herein specified, the Director shall have the power, after due notice in writing to the Contractor, to employ such additional plant or labor as may be necessary to insure proper prosecution of the work and any excess cost thereto over what the work should have cost at the Contract rate, shall become due the Contractor. This provision, however, shall not affect the right of the Department to annul the Contract.

**8:02      SUNDAYS AND LEGAL HOLIDAYS:**

No work shall be done on Sundays, legal holidays, and at night unless approved in writing by the Division and municipality.

**8:03      LIQUIDATED DAMAGES:**

For each calendar day after the date of completion stipulated in the Contract that the work remains incomplete, the Division may withhold from the Contractor's total compensation for the work the sum of five-hundred (\$500.00) dollars, and the amount thus withheld shall not be considered as a penalty but as liquidated damages fixed and agreed to in advance by contracting parties because of the difficulty of fixing exact damages, as a proper compensation to the State of New Jersey for the loss, inconvenience, and expense caused it by such delay.

**8:04      STOPPING WORK:**

The Director may stop any portion of the work if in their judgment the same cannot or is not being properly done for any reason. No allowance of any kind will be made for such stopping except in



## **4304-22**

### **Standard Specifications (39)**

extension of the time for the completion of the work. No claims shall be made for any stoppage of work arising from environmental concerns as permitted in the specification (beach nesting birds, seabeach amaranth, etc.), except for extension of the time for the completion of the work.

#### **8:05      SUBSTANTIAL COMPLETION OF WORK:**

At any time during the contract period, the Contractor may submit to the Director through the Director's representative, a written notice claiming that work has been substantially completed. After the representative receives written notice, the Department will perform an inspection to determine whether the work is deemed substantially completed to the Department's satisfaction. If the work is not deemed substantially completed, the representative will respond within 14 days and provide necessary instructions for completion to the Contractor. Upon completing the instructions received from the representative, the Contractor shall re-notify the representative that the work is substantially complete, and the Department will perform another inspection. This procedure is repeated until the Department determines that the work is deemed substantially complete.

Upon acceptance of the Substantial Completion of Work, a Punchlist will be developed by the Department that is to be addressed by the Contractor prior to closeout.

#### **8:06      CLAIM FOR DELAY:**

At any time during the Contract period, the Contractor may submit to the Director a claim for allowance of additional Contract time, expressed in calendar days, to compensate for delay in prosecution of the work due to causes beyond the Contractor's control, such as severe weather. Such claims shall be submitted within ten (10) calendar days of the commencement of such delay. Each claim shall describe the delay and its effect on the work; the causes from which the delay arose; the efforts and lack of ability on the Contractor's part to overcome the delay; the actual or projected length of such delay; and the number of calendar days of compensatory time required for such delay. In the case of extended delay, the Contractor shall file a supplementary statement, upon resumption of work, setting forth the total period of delay and requested compensatory number of calendar days. In acceptance the filing of claims, the Division reserves the right to deny any such claims or to approve and fix the compensatory time in each case, such time to be additive to the contract time stated in Section 1:00.

**Standard Specifications (40)**

Flooding of the Project within or under the mean higher high water elevation and working within mucky soils or other natural tidal environment conditions are not considered as reasonable claims for delay by the Contractor and will not be accepted. Delays due to timing restrictions and regulatory requirements, as detailed in the Project permits, are not considered as reasonable claims for delay by the Contractor and will not be accepted.

Severe weather delays will be considered as a period of consecutive rainfall/snowfall of over 6 inches in a 24 hour period, results in flooding of the Project in depths that exceed the mean higher high water elevation, produces winds in excess of 40 miles per hour (tropical storm classification) that result in unsafe working conditions, and/or declaration of a "State of Emergency" by the Governor of New Jersey.

**8:07      ABANDONMENT OF CONTRACT:**

If at any time the Director should judge that the work herein described, or any part thereof, has been abandoned, that it is unnecessarily delayed, or that the Contractor is violating any terms of the contract, then, in that case, the Director shall notify the Contractor in writing to discontinue all work under this Contract. The Division may employ other parties to complete the work in accordance with these Specifications and use such equipment and materials as may be found upon the site of aforesaid work, and if necessary, procure other materials, equipment and labor for its completion.

The Department shall recover the cost of the work thus done by deducting the amount thereof out of any monies which may be due the Contractor, or by an action at law against the Contractor or their surety, or by either or both of these methods.

**8:08      BREACH OF CONTRACT:**

If the Division finds the Contractor in violation of any of the State and/or Federal Provisions provided within the Project Plans and Specifications, the Contractor will be subject to a penalty which may be monetary or punitive. Each offense and the circumstances regarding the offense will be reviewed by the Department and evaluated by the Director. The penalty enforced will be determined upon the completion of the Director's evaluation. The Director may choose to utilize a more severe penalty depending on the nature of the breach committed. Please see Section 8:07 Abandonment of Contract.

**Standard Specifications (41)**

**8:09      REVIEW OF CONTRACTS:**

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

Furthermore, the Division, the Comptroller General of the United States, or any of their duly authorized representatives reserves the right to access any books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of making examination, excerpts, and transcriptions for a period of three years after final payment has been made and all other pending matters are closed.

## **4304-22**

### **Standard Specifications (42)**

#### **9:00      PAYMENT AND ACCEPTANCE:**

##### **9:01      PAYMENTS:**

Estimates and partial monthly payment for the work performed during the previous monthly period, in accordance with the terms of the Contract, and not previously paid for, will be made on the twentieth (20th) day of each month by the Director and payment there upon will be made by the Division within thirty (30) days thereafter upon acceptance of the payment estimate.

Prior to the issuance of a progress payment by the Division to the Contractor, the Contractor shall certify via affidavit executed by the President, CFO, or other authorized representative with knowledge of supplier and Subcontractor payments, to the State Agency that a Subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment or that there exists a valid basis under the terms of the Sub-Contractor's or supplier's contract to withhold payment from the Sub-Contractor or supplier and therefore payment is withheld.

If the Contractor withholds payment from a Sub-Contractor or supplier, the Contractor shall provide to the Sub-Contractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the Contractor, the Engineer, and the Division.

The reserved percentage of five (5%) percent of the total amount due monthly, and so reserved from such payment for the work performed under the Contract until the work has been completed, will be paid on final completion of the entire work, to the satisfaction of the Director, and upon presentation by the Contractor of a final certificate signed by the Contractor. Such final certificate shall be the Contractor's signed statement certifying to the Division that all lawful bills, charges and claims for payment whether due or which could become due, for all labor, materials and supplies of every kind in the completed Project or employed or used in its construction, including payment for all suppliers and Sub-Contractors, have been fully paid and discharged, and that the prevailing wage was paid for all labor employed in connection with the work, and that there remain

**Standard Specifications (43)**

no just liens, claims or demands whether presently asserted or which could become asserted against the work.

The Contractor agrees that as a further condition precedent to the granting of such final certificate, he or she will furnish said Division with satisfactory evidence that he or she has completed the work or furnished materials under this Contract for which payment is sought and/or that whoever has sustained damage or injury by reason of any act, omission or carelessness upon its part, or its agents, employees or Sub-Contractors, in the prosecution of the work, has been paid in full or so secured that no liability of any kind or character can attach to the State of New Jersey on account of any claim.

It is specifically understood that in case either greater or lesser quantities under the various work items given herein are required finally to complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at their Contract price or lump sum bid for such item and shall make no claim for the variation of any anticipated profit, costs, or charges.

Pursuant to N.J.S.A. 2A:30A-2, disputes regarding whether a party has failed to make payments required under the Contract may be submitted to a process of alternative dispute resolution. Alternative dispute resolution shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts.

NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty

## **4304-22**

### **Standard Specifications (44)**

(30) days of such notice under the procedures for protests established under

R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the Department to the taxpayer pursuant to any State law shall be stayed.

#### **9:02**

#### **CONDITIONS OF ACCEPTANCE:**

It is the intent to accept the Substantial Completion of Work when all work is complete as described in the Project Plans and these Specifications (Completion of Construction defined in Section 3:01). At any time of final acceptance, the whole work must have been finished in a neat and workmanlike manner, and must be in that condition at that time. Defects arising from any cause at any time before acceptance must be made good and the whole work put in a condition as herein specified before acceptance.

After completion of the work, and before final payment is made, the Contractor shall promptly remove their plant, and all appurtenances placed by the Contractor under the contract both in the waterways and on the upland and shall leave the site in a clean, uninjured good condition. Any and all piles driven by the Contractor either to support a construction trestle or for any other purpose in connection with the execution of the work shall be removed by the Contractor, prior to final acceptance of the contract work for each section of work.

All construction materials will receive appropriate inspections and tests as provided elsewhere in these specifications. Final acceptance of materials shall be made only after the incorporation of materials into the finally accepted completed structure.

Upon final acceptance of each section of work, the Contractor shall be relieved of their liabilities for the structure itself, and may release that portion of work from their bonds. However, this shall not relieve them from any potential claims that may arise from the prosecution of work or insurance requirements, and as such, the Contractor shall be held accountable for the investigation and defense of all claims from adjacent property owners for structural or property damages as stated in Section 6:08 (A) & (B).

Conditions for substantial completion and final acceptance include conditions provided in the technical specifications Section 11:00.

**Standard Specifications (45)****9:03      CONTRACT QUANTITIES:**

The Contractor obtaining the award will be paid upon the exact amount of work performed under each work item at the unit price or lump sum at which the Contractor bid such work item. It has been the endeavor to estimate the approximate quantity under each item to cover the outside requirements. In case either greater or lesser quantity under the various work items than those given herein for bidding are required to finally complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at their unit price or lump sum bid under that work item, and shall make no claim for the variation or any anticipated profits, costs or charges.

**9:04      SITE RESTORATION:**

The Contractor shall photo document pre-existing site conditions of the work area, adjacent structures, and along haul routes to provide evidence of any potential damage that may occur due to construction activities. If it is determined that damages have occurred due to Contractor operations, the Contractor is to work with the Division to develop a Site Restoration Plan and implement accordingly.

The Site Restoration Plan should be developed upon Substantial Completion of the Project. Upon substantial completion, the Contractor shall perform a Walkthrough with the Project Manager and discern damages (if any) that are the responsibility of the Contractor. These damages shall be recorded by the Project Manager. The Contractor is then to prepare a restoration plan using programs such as ArcGIS, AutoCAD, or any other means to develop a plan that properly demarcates the damaged areas to be restored, the materials needed, and quantity of materials. The plan should be approved by the Project Manager prior to performance of the restoration work.

**Supplemental Specifications (46)**

**10:00      STATE PROVISIONS:**

**10:01      NEW JERSEY PREVAILING WAGE ACT:**

A copy of "NJ State Prevailing Wage Act & Regulations", issued by the State of New Jersey, Department of Labor and Workforce Development (LWD), is available at <https://www.nj.gov/labor/wageandhour/tools-resources/laws/prevailingwageact.shtml>. In addition, the "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Workforce Development, will be attached to the contract for the project.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor and Workforce Development. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at <http://www.nj.gov/labor/index.html>. The State wage rates in effect at the time of award are part of this Contract, pursuant to N.J.S.A. 34:11-56.25, et seq.

By submission of bid, the Contractor assures and certifies that the Contractor and any Subcontractor will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

**10:02      DIVISION OF MOTOR VEHICLES REGULATIONS:**

All vehicles used on this project must meet current State regulations for travel on highways. The Contractor must conform to N.J.A.C. 7:27-14 "Diesel Idling Regulations".



**Supplemental Specifications (47)**

**10:03      AMERICANS WITH DISABILITIES ACT:**

Bidders are required to comply with the provisions of the Americans with Disabilities Act (42 USC 12101). This shall also pertain to any and all Subcontractors.

**10:04      BUSINESS REGISTRATION:**

All Contractors bidding the work under this contract shall comply with the provisions of N.J.S.A. 52:32-44 - Business Registration. No State agency can enter into a contract with Contractors unless first provided with proof of a valid business registration with the Division of Revenue.

A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new Contractor registration.

**10:05      SUB-CONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Sub-contractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed. Pre-Qualification must be achieved prior to commencement of the proposed activity the Subcontractor is to undertake.

The Division will require the following documents in order to pre-qualify a Subcontractor:

- Public Works Registration
- Business Registration
- Subcontractor Resume
- Proof of Licensure (If Needed)
  - i.e. Proof of Professional Licensed Surveyor for Surveying subcontractor.

Upon acceptance of the Sub-contractor by the Division, a copy of the Subcontract must be submitted to DCE for record.

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be

## **4304-22**

### **Supplemental Specifications (48)**

responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

#### **10:06      BUY AMERICA:**

This project must comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1, et seq., which prohibits the use by the Contractor or Subcontractors of materials produced or manufactured outside of the United States on public work. For steel and iron products incorporated into the Project, the Contractor must provide a certification from the manufacturer stating the country where the steel or iron product was melted and manufactured including the application of coatings which protect or enhance the value of the material.

The Contractor is to ensure that three (3) copies of the manufacturer's certification are provided with each delivery of steel and iron products. The Contractor may retain one (1) copy and submit two (2) copies to the Division. Certification must include: material Description, quantity of material represented, country of manufacture, and a notarized signature of a person having legal authority to bind the supplier.

#### **10:07      DIANE B. ALLEN EQUAL PAY ACT:**

As of July 1st, 2018, pursuant to N.J.S.A. 34:11-56.14(b), any employer regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The employer shall provide the Commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Ford Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online website: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

**4304-22****Supplemental Specifications (49)****10:08      NOTICE OF CHILD SUPPORT:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 54:49-19(b).

**10:09      CONFLICT OF INTEREST LAW/EO 189:**

The Contractor shall adhere to the rules and all terms and conditions set forth in the following NJ State Statute: N.J.S.A. 52:32-44(g).

**10:10      STATE USE TAX:**

The Contractor and its subcontractor, if any, and each of their affiliates shall, for any and all Term(s) of the Agreement, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c. 30 (N.J.S.A. 54:32B-1 et. seq.) on all their sales of tangible personal property delivered into this State. Any questions in this regard can be directed to the Division of Revenue that can be found below: <https://www.state.nj.us/treasury/revenue/revencode.shtml>.

**10:11      PUBLIC WORKS CONTRACTOR REGISTRATION ACT:**

Contractors and Subcontractors must be registered with the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) at the time of the bid.

**10:12      STATEMENT OF CORPORATE OWNERSHIP:**

Contractors shall provide a Statement of Corporate Ownership, N.J.S.A. 52:25-24.2, at the time of the bid.

**10:13      DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN:**

Contractors shall provide the Disclosure of Investment Activities in Iran, N.J.S.A. 52:32-58, prior to the award of contract.

**--End of Standard Specifications--**

**Technical Specifications (1)**

**11:00 TECHNICAL SPECIFICATIONS**

**11:00.1 APPLICABLE PUBLICATIONS**

CORPS OF ENGINEERS TESTING PROCEDURE (CRD-C) - Latest Edition

CRD-C 107-69      Standard Method of Test for Specific Gravity, Absorption, and Unit Weight of Coarse Aggregate and Riprap

CRD-C 137          Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

CRD-C 144          Standard Test Method for Resistance of Rock to Freezing and Thawing

CRD-C 145          Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

CRD-C 148          Expansive Breakdown on Soaking in Ethylene Glycol

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - Latest Edition

ASTM C 88           Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C 535-89      Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJ DOT) STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION - 2019 Edition and Supplements Thereto.

SOUTHERN PINE AQUATIC & WETLAND STRUCTURE DESIGN AND CONSTRUCTION GUIDE

U.S. ARMY CORP OF ENGINEERS (USACE) *HYDROGRAPHIC SURVEY MANUAL EM 1110-2-1003*

OCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) - PART 1926 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

U.S. COAST GUARD (USCG) TITLE 33. NAVIGATION AND NAVIGABLE WATERS

**Technical Specifications (2)**

**11:01      ITEM NO. 1 - GENERAL WORK:**

11:01.1      GENERAL:

The work under this item shall be bid upon and executed on a per lump sum basis. The work to be performed shall include, but is not limited to the following:

1. All general and overhead work, materials, supplies, facilities and expenses not specifically provided for under any other item or sub-items and required to complete the project work as a whole.
2. There will be **NO** fuel or asphalt price adjustments for this contract.
3. **It is the Contractor's responsibility to locate and protect all underground utilities within project work area and fully comply with New Jersey's Underground Facility Protection Act (N.J.S.A. 48:2-73 et seq.).** The Contractor is required to call 811 three days prior to the start of construction to find locations of all utilities and will supply the Division representative with the confirmation number of the "One-Call" system prior to the start of construction. Utilities indicated on the project plans are for general reference only. The Contractor is also required to notify all utility companies prior to the start of construction. The exact type, number and locations of existing utilities has not been shown on the plans, and it is therefore the full responsibility of the Contractor to verify the exact location of all existing utilities and provide for their protection, or repair if damaged.
  - a. **If a conflict between any proposed project work and existing utilities is found by the Contractor, the Contractor shall notify the Project Manager immediately and protect said utilities until direction is given regarding the disposition of the said utilities.**
4. The Contractor shall accept the site as found upon commencement of work. The Owner assumes no responsibility for the continuation of conditions existing at

**Technical Specifications (3)**

the time of examination by the Contractor or thereafter.

5. The restoration and repair of all private and public property, access roads, and improvements disturbed, damaged, moved or changed in any way to their condition prior to the Contractor's operations, which shall adhere to subsection 9:04.
  - a. **The Contractor shall use methods and equipment to prevent damage to the Bayview Rd. pavement, bridge abutments and creek wing wall. Any damage to the Bayview Rd. pavement, bridge structure, abutments, wingwalls, etc. will be the responsibility of the Contractor to repair at no additional cost to the State. The Contractor shall take pre and post-construction photographs to document any potential damage. Should the Contractor also desire to utilize vibration monitoring equipment this shall be at no additional cost to the State.**
6. The removal of all debris, equipment and material created by the Contractor's operation, or used by the Contractor, from the site of the work.
7. The furnishing of a project sign, as specified in Subsection 1:05 and 7:09.
8. The furnishing and maintaining of a project office trailer SOLELY FOR THE ONSITE DIVISION REPRESENTATIVE, at the site of the work, complete with an all-in-one color printer/scanner, water cooler, microwave, and refrigerator, indoor toilet (optional, porta john is acceptable). For further specifications see subsection 5:03 of the Standard Specifications. NO WORK SHALL BEGIN UNTIL THE PROJECT TRAILER IS HABITABLE AND COMPLETE.
9. The Contractor shall also be responsible for establishing and maintaining lines and levels and assuring that all proposed fills are at their correct elevations. The Contractor shall be responsible for the maintenance of stakes at all times throughout the construction process.

**Technical Specifications (4)**

Stakes shall remain in the ground until the Contractor is told by a Division representative they can be removed. Site grades shall be laid out by a competent engineer or land surveyor employed by the Contractor, who shall certify in writing to the Division the correctness of the layout of the stakes.

10. The Contractor shall also be responsible to bring any discrepancies between the plans and existing conditions to the attention of a Division representative immediately. Any excess quantity will not be paid for varying conditions by the Division without authorized approval by the Director.

**a. The excess quantity does not apply to lump sum bid items.**

11. The hiring of police personnel to control the flow of traffic for deliveries of materials and supplies or as may be required during construction of this project.

12. The furnishing and maintaining of warning signs, signals, barricades, and watchmen, as necessary for the safety and protection of the public, particularly during construction. Also, the work area shall be sufficiently secured during the nighttime hours to prevent against trespassing and possible vandalism.

**a. The contractor shall post appropriate signage on Bayview Rd. bridge to keep the public out of the active work zone.**

13. All labor, materials, equipment, and all other costs and accessories required to satisfy the requirements of soil erosion and sediment control and water quality control in conformance with Section 158 of the "NJDOT Standard Specifications for Road and Bridge Construction", 2019 Edition as revised herein and section 11:00 herein. Supplying and erection of all soil erosion and sediment control devices and structures as directed by the county Soil Conservation District and/or as directed by the Project Engineer if required.

**Technical Specifications (5)**

14. The Contractor shall furnish a haul route and traffic control plan prior to commencement of trucking operations. This plan will be submitted to the Division for review and approval within seven (7) days. Upon approval, the Contractor may begin its hauling operations. Please contact Project Manager prior to submission.
  - a. All haul route roads utilized by the Contractor for the performance of the work under the project shall be regularly maintained by the Contractor for the duration of the project in a condition deemed safe and satisfactory by the Division. Road maintenance shall be performed promptly and as directed by the Office and shall include, but not be limited to, the filling of potholes or depressions with cold-mixed bituminous concrete material; and the control of excessive road dust by watering, or applying calcium chloride, or by other means satisfactory to the Project Manager.
15. The State has attained all easements and rights of ways for access onto the project area, including access roads to the project site necessary for the project. The Contractor is responsible for attaining any additional easements and right of ways for project areas not already attained by the State.
16. The Contractor is responsible for the removal from the site of all facilities, tools, surplus materials, equipment, scrap, debris, and waste immediately prior to the acceptance inspection. Where materials or debris have washed or flowed into or have been placed in watercourses, ditches, gutters, drains, or elsewhere, debris shall be entirely removed and satisfactorily disposed.
17. The installation and maintenance of orange safety fence within the project area to deter entry from non-authorized personnel.
18. The Contractor shall conduct operations to interfere as little as possible with bridges, roads, streets, sidewalks,



**Technical Specifications (6)**

driveways, or other passageways, and shall not close or obstruct any thoroughfares with equipment or materials.

19. The Contractor shall take all necessary precautions to guard against movement, settlement, or collapse of any bridges, passages, embankments or adjoining property; they shall be liable for any such movement, settlement or collapse, and repair promptly such damage when so directed.
20. The Contractor shall maintain public access to the beach when feasible. If public access is to be restricted, the Contractor shall notify a representative of the Division prior to commencement.
21. The Contractor shall arrange a pre-construction field meeting with the Division representatives prior to commencement, a preliminary Punchlist walkthrough to determine substantial completion, and a post-construction (final walkthrough) field meeting to approve the work completed. Furthermore, the Contractor shall coordinate with DCE to schedule a weekly progress meeting to be held onsite during the course of the construction. See Section 8:05 for detail on Substantial Completion of Work.
22. The Contractor shall be required to protect the existing bridge on Bayview Rd. throughout the course of construction. In order to ensure this, the Contractor shall be required to either 1) have a structural engineer licensed in the State of New Jersey evaluate and certify the structural integrity and load rating of the bridge and abutments, or 2) temporarily reinforce/bolster the bridge and abutments. Regardless of protection method, the Contractor shall be required to take pre and post construction photographs both above and below the bridge and abutments. Any damage identified as a result of the Contractor's operations prior to substantial completion of debris removal shall be repaired at no additional cost to the State. Should the Contractor decide to temporarily reinforce/bolster the bridge, these reinforcements are to be left in place until project site is demobilized.

## **4304-22**

### **Technical Specifications (7)**

23. The Contractor shall not dredge access channels in order to facilitate construction of the beach fill, breakwater, groin, and/or placement of the navigation and dolphin piles.
24. Material that escapes or is lost while loading, transporting, or placing stone or sand or which is deposited in areas other than the areas shown on the Project Plans or approved in writing by the Owner's Representative, shall be removed and redeposited at the Contractor's expense and at no additional cost to the Owner or, if not removed and redeposited following approval from Owner's Representative, the cost shall be deducted from the final quantities for payment.

#### **11:01.2      CONSTRUCTION SUBMITTALS:**

1. Pre and post-construction photographs of the Bayview Rd. bridge and abutments.
2. Signed and sealed certification from licensed engineer certifying structural integrity and load rating of Bayview Rd. bridge and abutments (if applicable).

#### **11:02      ITEM NO. 2 – SURVEYING:**

The work under this item shall be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools, and accessories required for conducting a pre-construction, markout, and as-built survey of, but not limited to, the terminal groin, stone breakwaters, and surrounding landscape, prepared by a surveyor, licensed in the State of New Jersey as specified in Section 12:00 – Surveys, and as described herein.

**NOTE:** Section 12:00 – Surveys is a general specification utilized to describe all types of survey work required by the Division. For this project, pre and post topographic surveys shall be required. No pre-hydrographic or volume estimates are required under this contract.

**Technical Specifications (8)**

Mark-out Survey:

In accordance with Section 12:00 "SURVEYS".

Mark-out survey shall delineate the proposed work for each section of the Project as shown on the Project Plans.

Pre-Construction Survey:

In accordance with Section 12:00 "SURVEYS".

As-Built Survey:

In accordance with Section 12:00 "SURVEYS".

**11:03      ITEM NO. 3 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per square yard (SY) of marine mattress constructed, including all costs associated with or incidental to all marine mattress installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

The total estimated quantity for this bid item is **267** SY.

**11:03.1      CONSTRUCTION MATERIALS:**

1. Marine Mattress:
  - a. Marine Mattress: Tensar Triton Marine Mattress System or approved equal.
  - b. Geotextile: Non-Woven Stabilization Geotextile per NJ DOT Table 919.01-01 or approved equal
2. Marine Mattress Aggregate:
  - a. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and

**Technical Specifications (9)**

transporting stone. If the stone being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to the Owner, other stone meeting these requirements.

- b. Before stone is produced from a source for completion of the Work under this Contract, the source of stone shall be approved by the Owner or the Owner's Representative. Approval of a stone source shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish stone that complies as specified herein.
- c. Stone from a proposed source or sources shall be tested by the Contractor for quality compliance as described in this section. Copies of the compliance testing for each gradation shall be provided to the Owner's Representative before installation. If requested, stone samples shall be provided to the Owner for additional testing.
- d. Stone shall meet CRD-C standards.
- e. The required gradations for stone to be used are as follows:
  - i. Marine Mattress Fill Aggregate

<b>Size (inches)</b>	<b>Percent Passing (%)</b>
3	100
2 - 1/2	90 - 100
2	35 - 70
1 - 1/2	0 - 15
3/4	0 - 5

11:03.2 **CONSTRUCTION METHODS:**

- 1. Storage and Protection:
  - a. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to mattress materials.
  - b. Store at temperatures above -20 degrees F (-29 degrees C).
  - c. Rolled materials may be laid flat or stood on end.
- 2. Seaming:

**Technical Specifications (10)**

- a. All cut ends of braid material shall be knotted within 1 inch to 2 inch of the end to prevent raveling of the braid material. The braid material shall be securely knotted to the geogrid at all ends of all stitched seams, and at a spacing not to exceed 6 feet along any stitched seam. Pieces of braid material may be spliced end to end by securely knotting.
  - b. The stitches along each seam shall be sufficiently tight to close the gap between the adjacent pieces of geogrid. The braid material shall be stitched through each pair of apertures along each seam at least once. The spacing of stitches shall be reasonably uniform at approximately 6 (minimum) stitches per foot along the entire length of each seam.
  - c. Seaming to connect adjacent units is not required.
3. Filling:
- a. Each unit shall be filled and the fill shall be packed. Dump stone into each compartment. Spread the stone in each compartment allowing final stage spreading to be accomplished manually.
  - b. Packing of the stone fill material and complete filling of each compartment shall be adequate to achieve complete filling as evidenced by tightly confined stone particles, tensioned interior diaphragms, braid connections, slight bulging of each compartment, and no evidence of air space between compartments during lifting. Excessive bulging of the unit or displacement on the interior diaphragms, such as caused by overpacking or inadequate support, shall not be allowed.
  - c. Lifting hoops shall be formed by splicing together the flap of the main piece of marine grid over the top of the mattress while leaving sufficient length for the lifting hoop on each end of the mattress to form the top layer of marine grid.
4. Filling shall be accomplished in a manner that does not cause excessive damage to the geogrid, mechanical connection elements or the braid.
5. The Contractor shall install the marine mattress layer at the proper elevation, alignment and orientation as shown on the Project Plans. The marine mattress may be bonded or sewn together or installed separately. The geotextile shall be attached to the bottom of the marine mattress in accordance with the manufacturers approved

**Technical Specifications (11)**

methods. The marine mattress shall be placed in direct contact with existing subsurface. The width of the installed marine mattress will be 24' by 50' as all the breakwaters are the same size.

6. The marine mattress shall be laid flat and smooth so that it is in direct contact with the subgrade. Correct orientation (roll direction) of the marine mattress shall be verified by the Contractor. The marine mattress may be temporarily secured with sandbags or stone.
7. Stone shall be placed atop the marine mattress as described in Article 3.04 of this section in a manner that minimizes the wrinkles and/or movement of the composite, uniformly loads the structure, and minimizes displacement of the underlying foundation. The Contractor shall place stone in a manner that prevents material from entering the composite overlaps, prevents excessive tensile stress from being mobilized in the composite, and prevents wrinkles from folding over onto themselves.
8. The Contractor shall protect the marine mattress during installation from tears and other damage. Damaged composite shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner.
9. The Contractor shall repair torn or damaged marine mattresses. The Contractor shall perform repairs by placing a patch of the same type of geogrid over the damaged area. The patch shall extend a minimum of 2 feet beyond the edge of the damaged area. Patches shall be continuously fastened using the manufacturer's approved methods. The machine direction of the patch shall be aligned with the machine direction of the geogrid being repaired. The Contractor shall remove and replace geogrid that cannot be repaired. Repairs shall be performed at no additional expense to the Owner and shall not be considered cause for the construction schedule to be extended.

**11:03.3      CONSTRUCTION SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used

**Technical Specifications (12)**

- iii. Procedures for placing materials and confirming thicknesses and grades are met
- b. Methods, procedures, and equipment addressing the following items:
  - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
  - ii. Installation method of underlying marine mattress. Include any temporary storage of marine mattresses on Money Island necessary to facilitate construction of the breakwaters as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport marine mattresses to targeted placement locations.
  - iii. Survey methods for control of work and progress surveys.
  - iv. Verification of design template.
- 2. Source Material
  - a. Marine Mattress Foundation:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the capability to produce the material to the required specifications and submit a certification of compliance.
  - b. Marine Mattress aggregate:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the operating license of the supplier(s) and the capability to produce the material to the required specifications.
    - ii. Submit compliance test results using the applicable CRD-C standards. Stone shall meet all the following test requirements for quality:

Test	Requirement
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**4304-22****Technical Specifications (13)**

Unit Weight	175 lbs./cu. ft.
Absorption	Less than 1 percent
Sulfate Soundness	Less than 5 percent loss
Glycol Soundness	No deterioration except minor crumbs from surface
Abrasion	Less than 20 percent loss for 500 revolutions
Freezing-Thawing	Less than 10 percent loss for 12 cycles
Wetting-Drying	No major progressive cracking
Drop Test	No breakage or cracking

**11:04      ITEM NO. 4 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per ton (TON) of stone placed, including all costs associated with or incidental to breakwater uniform stone installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

The total estimated quantity for this bid item is **274** TONS.

**11:04.1      CONSTRUCTION MATERIALS:****1. Breakwater Uniform Stone:**

- a. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and transporting stone. If the stone being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to the Owner, other stone meeting these requirements.
- b. Before stone is produced from a source for completion of the Work under this Contract, the source of stone shall be approved by the Owner or the Owner's Representative. Approval of a stone source shall not be construed as a waiver



**Technical Specifications (14)**

of the right of the Owner to require the Contractor to furnish stone that complies as specified herein.

- c. Stone from a proposed source or sources shall be tested by the Contractor for quality compliance as described in this section. Copies of the compliance testing for each gradation shall be provided to the Owner's Representative before installation. If requested, stone samples shall be provided to the Owner for additional testing.
- d. Stone shall meet CRD-C standards.
- e. The required gradations for stone to be used are as follows:
  - ii. Breakwater Uniform Stone

<b>Size (inches)</b>	<b>Percent Passing (%)</b>
24	100
12	15-50
6	0-15

11:04.2 **CONSTRUCTION METHODS:**

- 1. The subsurface sediments beneath the work area are compressible and will consolidate during and after construction due to the load from stone placement. During initial sediment consolidation, excess pore pressures may reduce the strength of subsurface sediments. The Contractor may be required to halt stone placement operations at certain locations and elevations and wait for the excess pore pressures to dissipate within the underlying sediments before placing additional stone. If applicable, the Owner's Representative shall determine when the Contractor may resume placement activities in the specified area. The Contractor may be directed to conduct work in other areas of the Site during such periods.
- 2. To evaluate and monitor the compressible sediments and allow for modification of the Contractor's planned means and methods, the Contractor shall do the following:
  - a. During the first 2 weeks of construction, the Contractor shall place stone at a slow production rate that allows the Contractor and Owner's Representative to evaluate the

## **4304-22**

### **Technical Specifications (15)**

placement site conditions and modify the construction methods if necessary.

- b. The Contractor shall first place stone in lifts no thicker than 1 foot. After 2 feet of material have been placed, the Contractor and Owner's Representative shall evaluate whether the remaining lifts can be placed thicker than 1 foot.
3. The Contractor shall place the uniform stone in the following sequence:
  - a. Unless otherwise instructed by the Owner or Owner's representative, the Contractor shall install uniform stone on top of the marine mattress system to the full template and perform quality control surveys in accordance with Subsection 11:02.
4. In the event of a forecast storm event during placement operations at the Owner's Representative's discretion, the Contractor may be limited to the amount of uniform stone placed at one time. In the event that the Owner has limited the placement of stone, the Contractor is responsible for replacing any stone that is lost from the project work due to storms at no additional cost to the Owner.

#### **11:04.3      TOLERANCES:**

1. Deviations in crest elevation from the design value shall not be greater than +0.5 feet for the uniform stone. Deviations below crest elevations shown on the Project Plans will be supplemented in accordance with this section until either crest elevation or allowable deviation is achieved.
2. Transitions in alignments shall be smooth and shall be no more than a 1-foot horizontal change in a 20-foot length unless otherwise approved by the Owner and Owner's Representative.
3. Deviations in seaward slope lengths should not be greater than +0.5 feet. Deviations in the landward slope lengths should not be greater than +/- 1.5 feet.

#### **11:04.4      CONSTRUCTION SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment

**Technical Specifications (16)**

- i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used
    - iii. Procedures for placing materials and confirming thicknesses and grades are met
  - b. Methods, procedures, and equipment addressing the following items:
    - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
    - ii. Installation method of uniform breakwater stone with underlying marine mattress. Include any temporary storage of marine mattresses on Money Island necessary to facilitate construction of the breakwaters as shown on the Project Plans . Indicate any temporary ground improvements or equipment necessary to transport marine mattresses and uniform stones to targeted placement locations.
    - iii. Survey methods for control of work and progress surveys.
    - iv. Verification of design template.
5. Source Material
- a. Uniform Stone Aggregate:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the operating license of the supplier(s) and the capability to produce the material to the required specifications.
    - ii. Submit compliance test results using the applicable CRD-C standards. Stone shall meet all the following test requirements for quality:

<b>Test</b>	<b>Requirement</b>
Unit Weight	175 lbs./cu. ft.
Absorption	Less than 1 percent
Sulfate Soundness	Less than 5 percent loss

**4304-22****Technical Specifications (17)**

Glycol Soundness	No deterioration except minor crumbs from surface
Abrasion	Less than 20 percent loss for 500 revolutions
Freezing-Thawing	Less than 10 percent loss for 12 cycles
Wetting-Drying	No major progressive cracking
Drop Test	No breakage or cracking

**11:05      ITEM NO. 5 – STEEL SHEET PILE GROIN**

The work under this item is to be bid upon and executed as a unit price per linear foot (LF) of steel sheet pile groin, measured along the center line, and shall include all labor, materials, equipment, rigging, tools, and accessories required to transport, sandblast, coat, and construct the groin, complete-in-place including all steel sheeting, coating, excavation, backfill, hardware, and accessories as shown on the Project Plans and specified herein.

The total estimated quantity for this bid item is **150** LF.

**11:05.1      CONSTRUCTION MATERIALS AND METHODS:****A.      Sheeting:**

The steel sheeting to be used for this project shall consist of used (currently uncoated) PZC-26 steel sheets currently stockpiled at NJDEP-DCE's Bayshore Floodgate Facility, located at 1 Rose Lane, Union Beach, NJ 07735 (the facility is located past Rose Lane, at the end of the access road). The contractor shall select 150 LF of sheets from the stockpile that are in the best condition, transport the sheets to a sandblasting/coating facility, have the sheets sandblasted and coated, transport the sheets to the project site, and install the sheets as shown on the project plans.

Sheeting to be reutilized is A572 Grade 50 PZC-26 steel sheet piles, 30 feet long. Contractor shall sandblast the

**Technical Specifications (18)**

sheets and apply a corrosion protected surface as specified.

All corner points shall be factory welded and have manufacturer-applied corrosion protection. All holes for hardware, bolts, tie-rods, etc. must be drilled.

Following installation, all nicks, cuts, holes, and welds shall be field-coated with a corrosion protection system in accordance with the manufactures specifications.

**B. Corrosion protection:**

**Universal epoxy coating has been pre-purchased by the Division for this project to avoid potential lead time issues, and stored at the Bayshore Floodgate facility along with the PZC-26 sheeting. Contractor shall be responsible for transporting the coating containers/barrels, along with the sheeting to a coating facility.**

Blast clean surfaces of sheeting, plates, and wales according to SSPC-SP 6. Coat the surfaces with a universal epoxy coating (Amercoat 240 or approved equivalent) as follows:

1. Immediately after blast cleaning, apply 2 coats of universal epoxy coating at a maximum coverage rate of 175 square feet per gallon. Ensure that the total dry film thickness of the 2 coats is less than 16 mils at any point. Apply the coating by brush, roller, or spray. The Contractor may thin the first coat with a maximum of 10 percent of thinner according to the coating manufacturer; however, the Contractor may not thin the second coat. Allow the first coat to thoroughly dry before applying the second coat. Allow the second coat to dry and harden before handling the steel.
2. Clean damaged or rejected areas of coating of foreign or loose material and promptly recoat the area. Remove the loose or damaged coating in the surrounding area, and brush the adjacent surface of the

**Technical Specifications (19)**

remaining sound film with methyl isobutyl ketone to provide a good bonding surface for the new coats.

3. Allow the top coat to cure for at least 72 hours before driving.

**C. Cap:**

No cap will be required as part of this project.

**D. Hardware:**

All steel hardware, including nuts, bolts, washers, spacers, tie-rods, splice plates, anchor plates and accessories shall be zinc coated (hot-dip galvanized) or stainless-steel conforming to ASTM A325 and shall meet the sizes and dimensions as shown on the project plans.

- All bolts & bolting material including washers and heavy hex nuts shall conform to ASTM A325 and shall be zinc coated (hot-dip galvanized).
- Zinc Coating (hot-dip galvanizing) must conform to Section 917.12 of the 2007 NJDOT Standard Specifications for Road and Bridge Construction.

**E. Welds:**

All welds shall be 2% Nickel Rod spec AWS A5.5. and shall be smooth and uniform, and be ground smooth, if required. All welds, once completed shall be field-coated with corrosion protection system in accordance with the manufacturer's specifications.

**F. Driving Sheets:**

Installation shall be accomplished as recommended by the manufacturer. Sheeting shall be driven to the final top grade as indicated on the contract plans without cutoffs.

**Technical Specifications (20)**

**G. False Work:**

Contractor must construct False work to assure a straight line in groin construction. Assembly of panels of steel sheet piling before driving is suggested. This facilitates driving, maintains piling verticality, and makes it possible to obtain the nominal width of piling sections.

Care should be taken to provide for the proper sequence of driving. For normal interlocking, alternate Z-piles must be reversed end for end.

- Have an adequate driving template. Using an adequate driving template will facilitate setting and driving and result in a superior end product.
- Mark the driving template for each pair of Z-piles. This will indicate whether the line of piling being set is gaining or losing wall length. This procedure is particularly important for tied groins where tie rod location is important.
- Set piles one at a time or in loose (not fixed) pairs. This allows for adjustments during threading to increase or decrease the length of a wall.
- Remove several inches of finger before threading. If allowed, this permits overlapping of steel piles before interlocks are engaged. This procedure is particularly helpful when the piles are long or when they are being threaded in windy conditions.
- Once threaded and plumbed, a pile should be allowed to drop under its own weight. Mechanical threading devices are available and their use precludes the need for cutting back the finger.
- Z-piling should be driven with the ball-end leading. This eases driving of the pile because the socket end does not become clogged with soil. When the socket end must lead, place a bolt or similar object in the open space at the bottom end to minimize clogging.
- Pile must be driven in pairs. Under no circumstances shall sheeting be driven as singles unless written authorization is given to the Contractor by the

**Technical Specifications (21)**

Principal Engineer prior to installation of single sheets. Once sheet piles are threaded and set, it's more economical to drive two at a time.

- Set a panel of piling and drive piles in stages. This allows the piles to be guided by those previously driven. It also lessens the chance of driving a pile out of interlock. The distance a pile or pair of piles should be driven at any one time will depend upon the driving conditions.
- The welding of lifting tabs shall not be permitted as such actions degrade the coating system outshore of the weld.

If obstructions are encountered, the sheeting shall be driven in panels. When an obstacle is hit, stop driving and move the hammer to the next pile that can be driven. With piles on both sides of the obstacle acting as guides, attempt to drive through the obstacle.

**H. Lifting Eyes:**

If lifting eyes have been cut into the groin sheets, the contractor shall cover all lifting eyes (holes) by using two (2) fender washers and one and three quarter (1-¾) inch long by 5/8" diameter galvanized dome head bolts and lock washers. These bolts, fender washers, and lock washers, once installed, shall be field-coated with corrosion protection system in accordance with the manufactures specifications.

**I. Tie-In:**

Steel sheeting shall tie into the existing timber bridge abutment. Sheeting shall overlap in front of timber by at least 12 inches, and concrete shall be poured behind the overlap to ensure a proper seal. The concrete seal shall extend from final beach grade down to existing grade on the waterward side of the sheeting. Contractor shall submit a tie-in plan for approval by the Division and County Engineer.

**J. Existing Wingwall Removal:**



**Technical Specifications (22)**

All elements of the existing timber wingwall including, but not limited to, all sheeting, piles, and tie rods shall be removed as specified on the plans. Material shall be disposed of in accordance with all Federal, State and Local regulations. No burial shall be permitted.

11:05.2      **SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used
    - iii. Procedures for placing materials and confirming thicknesses and grades are met
  - b. Methods, procedures, and equipment addressing the following items:
    - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
    - ii. Installation method of steel sheet pile with anchor piling support. Include any temporary storage of steel sheets and galvanized hardware on Money Island necessary to facilitate construction of the steel sheet pile groin as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport piles and steel sheets to targeted placement locations.
    - iii. Survey methods for control of work and progress surveys.
    - iv. Verification of design template.
2. Sandblasting facility and specifications.
3. Epoxy coating facility and specifications.

**Technical Specifications (23)**

**11:06      ITEMS NO. 6 – BEACH RESTORATION:**

The work under this item is to be bid upon and executed on a per ton (TON) basis and shall include the furnishing, importing, placing and distributing of approved sand to restore the shoreline, as indicated on the Project Plans. All sand shall be placed to the lines, grades and dimensions indicated on the project plans and/or as directed by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his or her expense.

The total estimated quantity for this bid item is **21,000** TON.

11:06.1      CONSTRUCTION MATERIALS:

1. In accordance with Section 18:00 – IMPORTED BEACH SAND.

11:06.2      CONSTRUCTION METHODS:

1. In accordance with Section 18:00 – IMPORTED BEACH SAND, with the following exceptions:
  - a. Prior to placement of fill, the Contractor shall remove from the site of the work all snags, driftwood, rubble, and similar debris lying within the foundation limits of the beach fill section. All materials removed shall be disposed of in areas provided by and at the expense of the Contractor and approved by the Engineer. Grading and other construction equipment will not be permitted outside the project limit lines shown on the drawings except for designated ingress and egress to and from the site. Mobile equipment of any type operating within 50 feet of any seawall, building, groins, or other structure as determined by the Engineer shall be rubber wheeled. Tracked equipment shall not be permitted to operate within 50 feet of any seawall, building, groin, or other structure as determined by the Engineer. Hand tools may be required in these areas.
  - b. The excavated material shall be placed and brought to rest on the beach to the lines, grades, and cross section indicated on the drawings, unless otherwise provided for herein or directed by the Engineer. The Contractor shall not stockpile equipment or debris on private property, which is landward of the limit of work. The beach is subject to changes and the elevations on

**Technical Specifications (24)**

the beach at the time the work is done may vary from the elevations shown on the Project Plans. The Engineer reserves the right to vary the width and grade of the berm from the lines and grades shown on the plans in order to establish a uniform beach for the entire length of the project. The beach fill cross sections shown on the drawings are for the purpose of estimating the theoretical amount of fill needed and will be used by the Engineer in making any change in the lines and grades.

- c. Grade stakes and any other stakes for any purpose shall be made of steel pipe that can and will be removed intact after filling to cross sections accepted by or as directed by the Engineer. All stakes shall have sufficient length above grade so they may not be accidentally covered by fill. The Contractor shall consecutively number each piece of pipe used for grade stakes, shall clearly mark that number upon the pipe, and shall record the location of each numbered pipe in a grade stake log. The removal of each numbered pipe shall be recorded in the grade stake log at the time of the pipe/stake removal. At the request of the Engineer, all of the grade stake pipes shall be displayed after their removal to demonstrate those pipes that have been removed. All pipes used for grade stakes placed within the limits of the beach fill work shall be numbered and shall be recorded in the log. It is the Contractor's responsibility to track, locate, and completely remove all grade stakes in their entirety to the satisfaction of the Engineer.
- d. Sensitive marine resources including seagrasses and nearshore hardbottom are immediately adjacent to the beach fill placement area. Contractor shall not impact seagrasses and nearshore hardbottom with construction operations, and turbidity shall be controlled in accordance with the environmental permits that are enclosed in the appendix with these specifications.
- e. Unless otherwise directed by Engineer, once fill placement begins in an acceptance section, the Contractor shall complete that acceptance section before moving to adjacent acceptance sections.

**Technical Specifications (25)**

11.06.3 TOLERANCES:

1. Final grade (F.G.) shall be within tolerances of plus or minus five-tenths (0.5) of a foot of beach fill grade line. Tolerance shall extend entire berm and slope to intersection of slope and pre-construction surveyed condition. Contractor may stockpile beach fill above the 0.5-foot tolerance up-slope of the slough zone, to compensate for material expected to be removed by wave action; but smooth slopes shall be maintained. Berm width will vary as directed by the Engineer. Slope shaping shall be accomplished by grading fill into water or as directed by the Engineer.

11:06.4 CONSTRUCTION SUBMITTALS:

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used
    - iii. Procedures for placing materials and confirming thicknesses and grades are met
  - b. Methods, procedures, and equipment addressing the following items:
    - i. Installation method of beach restoration. Include any temporary storage of sand on Money Island necessary to facilitate construction of the beach as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport sand to targeted placement locations.
    - ii. Survey methods for control of work and progress surveys.
    - iii. Verification of design template.

**11:07 ITEMS NO. 7 – DUNE LANDSCAPING:**

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work, and expenses required to plant and landscape dunes as depicted on the Project Plans. The contractor shall be compensated for verified planted quantities only.

## **4304-22**

### **Technical Specifications (26)**

#### **11:07.1      CONSTRUCTION MATERIALS:**

1. Cape' American beachgrass (*Ammophila Breviligulata*) or approved equal.
2. Avalon' Saltmeadow Cordgrass (*Spartina patens*) or approved equal.

#### **CONSTRUCTION METHODS:**

1. The Contractor shall install the dune plants as shown on the Project Plans after the completion of the beach restoration.
2. Cape' American beachgrass (*Ammophila breviligulata*) bare roots/plugs to be planted between Oct 1st and April 1st. The plant spacing to be 12-18 inches apart in staggering rows 1.5 -2 feet apart. The planting depth to be 6-10 inches minimum depth with 1-2 stems per hole. The max height to be 2-3 feet tall. Beachgrass to be planted on dune crest and upper half of landward slope. No planting on seaward slope.
3. Avalon' Saltmeadow Cordgrass (*Spartina patens*) dormant bare roots to be planted between November and March. Grown Plugs/containers to be planted May 1st to June 15th. The plant spacing to be 18-36 inches apart in staggering rows 2-3 feet apart. The planting depth to be 2 inches below nursery grown depths with 3-5 stems per hole. The max height to be 2.5 feet tall to form dense vegetative colonies. Cordgrass to be planted on lower half of landward slope.

**CONSTRUCTION SUBMITTALS:** Contractor shall submit a Seeding plan to the Project Engineer for review and approval. No work shall begin until the plan is approved by the Project Engineer. Plan shall include the following:

1. Methodology and equipment to plant the site.
2. Nursery and product data.
3. State certification and approval of plants.

#### **11:08      ITEMS NO. 8 – DUNE FENCE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per linear foot (LF) of dune fence, including all costs associated with or incidental to all dune fence installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational,

**Technical Specifications (27)**

environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the dune fence installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1,745** LF.

**11:08.1      CONSTRUCTION MATERIALS:**

1. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and transporting dune fence and posts. If the dune fence and posts being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to the Owner, other dune fence and posts meeting these requirements.
2. Dune Fence to use No. 1 aspen or spruce pickets or approved equivalent product as determined by the Owner's Representative following review of proposed substitute product. Pickets are dimensioned as shown in Project Plans. Wood posts and galvanized wire are dimensioned as shown in Project Plans.

**11:08.2      CONSTRUCTION METHODS:**

1. The Contractor shall install the dune fence as shown on the Project Plans after the completion of the beach fill.
2. Procedures for placement of the dune fence shall meet compliance with the manufacture approved methods.

**11:08.3      CONSTRUCTION SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used
    - iii. Procedures for placing materials and confirming thicknesses and grades are met
  - b. Methods, procedures, and equipment addressing the following items:
    - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine

**Technical Specifications (28)**

vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.

- ii. Installation method of dune fence on final beach profile. Include any temporary storage of dune fences on Money Island necessary to facilitate construction of the dune fence as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport dune fence to targeted placement locations.
- iii. Survey methods for control of work and progress surveys.
- iv. Verification of design template.

2. Source Material

a. Dune Fence:

- i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the capability to produce the material to the required specifications and submit a certification of compliance.

**11:09      ITEM NO. 9 – NAVIGATION PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per navigation pile (UNIT) constructed, including all costs associated with or incidental to pile installation for Navigation Pile #1, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

11:09.1      CONSTRUCTION MATERIALS:

- 1. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and transporting timber and galvanized hardware. If the timber and galvanized hardware being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to

## **4304-22**

### **Technical Specifications (29)**

the Owner, other navigation and dolphin piles meeting these requirements.

2. Before timber and galvanized hardware is produced from a source for completion of the Work under this Contract, the source of timber and galvanized hardware shall be approved by the Owner or the Owner's Representative. Approval of a timber and galvanized hardware source shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish timber and galvanized hardware that complies as specified herein.
3. Round timber piles to meet specifications in section 13:00.
4. Round timber pilings to be Southern Pine or approved equivalent. Butt diameter of timber piles as shown in Project Plans. All treated timber shall be free of heartwood on all four faces.
5. Hot dip galvanized fasteners or approved equivalent to meet ASTM A153. Hot dip galvanized connectors or approved equivalent to meet ASTM A653, Class G185 sheet with 1.85 ounces of zinc coating per square foot minimum. Fasteners and connectors used together to be the same metallic composition. Galvanized wire rope to be 3/8" diameter 7 x 19. Hardware shall meet specifications in section 14:02.1f.
6. Navigation pile to have orange aluminum warning marker as shown in Project Plans. Aluminum sign to be retroreflective and to be diamond grade.

#### **11:09.2      CONSTRUCTION METHODS:**

1. The Contractor shall install the navigation pile as shown on the Project Plans.
2. Round timber piles to meet specifications 13:00.
3. Following completion of construction of the navigation piles, the Contractor shall place an orange triangle warning marker to signify to boaters to stay out of this area. The navigation piles shall extend 4-feet above the mean higher high-water elevation.

#### **11:09.3      CONSTRUCTION SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment



**Technical Specifications (30)**

- i. Order and sequence in which work shall be performed
  - ii. Number, type, and capacity of equipment to be used
  - iii. Procedures for placing materials and confirming thicknesses and grades are met
- b. Methods, procedures, and equipment addressing the following items:
  - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
  - ii. Installation method of navigation piles. Include any temporary storage of piles and galvanized hardware on Money Island necessary to facilitate construction of the navigation piles as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport piles to targeted placement locations.
  - iii. Survey methods for control of work and progress surveys.
  - iv. Verification of design template.
- 2. Source Material
  - a. Navigation Pile:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the capability to produce the material to the required specifications and submit a certification of compliance.
  - b. Treatment certification
  - c. Aluminum sign specifications

**11:10**

**ITEM NO. 10 – DOLPHIN PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per dolphin pile structure (UNIT) constructed, including all costs associated with or incidental to all dolphin pile installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control

**Technical Specifications (31)**

survey costs, facilities, work, and expenses required to complete the dolphin pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

**11:10.1      CONSTRUCTION MATERIALS:**

1. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and transporting timber and galvanized hardware. If the timber and galvanized hardware being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to the Owner, other navigation and dolphin piles meeting these requirements.
2. Before timber and galvanized hardware is produced from a source for completion of the Work under this Contract, the source of timber and galvanized hardware shall be approved by the Owner or the Owner's Representative. Approval of a timber and galvanized hardware source shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish timber and galvanized hardware that complies as specified herein.
3. Round timber piles to meet specifications in section 13:00.
4. Round timber pilings to be Southern Pine or approved equivalent. Butt diameter of timber piles as shown in Project Plans. All treated timber shall be free of heartwood on all four faces.
5. Hot dip galvanized fasteners or approved equivalent to meet ASTM A153. Hot dip galvanized connectors or approved equivalent to meet ASTM A653, Class G185 sheet with 1.85 ounces of zinc coating per square foot minimum. Fasteners and connectors used together to be the same metallic composition. Galvanized wire rope to be 3/8" diameter 7 x 19. Hardware shall meet specifications in section 14:02.1f.

**11:10.2      CONSTRUCTION METHODS:**

1. The Contractor shall install the dolphin pile as shown on the Project Plans.
2. Round timber piles to meet specifications 13:00.
3. Procedures for placement of dolphin piles in clusters or other grouping shall be detailed by the Contractor in the CWP and

**Technical Specifications (32)**

reviewed for compliance with the Project bid documents and permits by the Owner's Representative.

**11:10.3      CONSTRUCTION SUBMITTALS:**

1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used
    - iii. Procedures for placing materials and confirming thicknesses and grades are met
  - b. Methods, procedures, and equipment addressing the following items:
    - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
    - ii. Installation method of dolphin piles. Include any temporary storage of piles and galvanized hardware on Money Island necessary to facilitate construction of the dolphin piles as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport piles to targeted placement locations.
    - iii. Survey methods for control of work and progress surveys.
    - iv. Verification of design template.
2. Source Material
  - a. Dolphin Pile:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the capability to produce the material to the required specifications and submit a certification of compliance.
  - b. Treatment certification

**Technical Specifications (33)**

**OPTION ITEMS**

**11:11      OPTION 1 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per square yard (SY) of marine mattress constructed, including all costs associated with or incidental to all marine mattress installation for Breakwaters #3, #4, and #5, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

The total estimated quantity for this bid item is **400** SY.

**11:11.1      CONSTRUCTION MATERIALS:**

See 11:03.1

**11:11.2      CONSTRUCTION METHODS:**

See 11:03.2

**11:11.3      CONSTRUCTION SUBMITTALS:**

See 11:03.3

**11:12      OPTION 2 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per ton (TON) of stone placed, including all costs associated with or incidental to all breakwater uniform stone installation for Breakwaters #3, #4, and #5, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

The total estimated quantity for this bid item is **411** TONS.

## **4304-22**

### **Technical Specifications (34)**

11:12.1     CONSTRUCTION MATERIALS:

See 11:04.1

11:12.2     CONSTRUCTION METHODS:

See 11:04.2

11:12.3     TOLERANCES:

See 11:04.3

11:12.4     CONSTRUCTION SUBMITTALS:

See 11:04.4

**11:13     OPTION 3 – BEACH RESTORATION:**

The work under this item is to be bid upon and executed on a per ton (TON) basis and shall include the furnishing, importing, placing and distributing of approved sand to restore the shoreline, as indicated on the Project Plans. All sand shall be placed to the lines, grades and dimensions indicated on the project plans and/or as directed by the Project Manager or his or her representative. The Contractor shall restore any areas disturbed outside the limits at his or her expense.

The total estimated quantity for this bid item is **14,000** TON.

11:13.1     CONSTRUCTION MATERIALS:

See 11:06.1

11:13.2     CONSTRUCTION METHODS:

See 11:06.2

11:13.3     TOLERANCES:

See 11:06.3

11:13.4     CONSTRUCTION SUBMITTALS:

See 11:06.4

**11:14     OPTION 4 – NAVIGATION PILE INSTALLATION:**

The work under this item is to be bid upon and executed at a unit price per navigation pile (UNIT) constructed, including all costs associated

## **4304-22**

### **Technical Specifications (35)**

with or incidental to pile installation for Navigation Pile #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is **1** UNIT.

11:14.1 **CONSTRUCTION MATERIALS:**

See 11:09.1

11:14.2 **CONSTRUCTION METHODS:**

See 11:09.2

11:14.3 **CONSTRUCTION SUBMITTALS:**

See 11:09.3

**11:15 ALTERNATE ITEM NO. A1 – TIMBER GROIN CONSTRUCTION:**

The work under this item is to be bid upon and executed at a unit price per linear foot (LF) of timber groin constructed, including all costs associated with or incidental to all timber groin installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the timber groin installation, as depicted on the Project Plans.

The total estimated quantity for this bid item is 150 LF.

11:15.1 **CONSTRUCTION MATERIALS:**

- A. The Contractor shall make arrangements, pay royalties, and secure the permits for procurement, furnishing, and transporting timber piles, sheets, walers, and galvanized hardware. If the timber and galvanized hardware being furnished by the Contractor does not meet the requirements as specified herein, the Contractor shall furnish, at no additional cost to the Owner, other timber and galvanized hardware meeting these requirements.
- B. Before timber and galvanized hardware is produced from a source for completion of the Work under this Contract, the source of

**Technical Specifications (36)**

timber and galvanized hardware shall be approved by the Owner or the Owner's Representative. Approval of a timber and galvanized hardware source shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish timber and galvanized hardware that complies as specified herein.

- C. Round timber piles to meet specifications in section 13:00.
- D. Round timber pilings to be Southern Pine or approved equivalent. Butt diameter of timber piles as shown in Project Plans. All treated timber shall be free of heartwood on all four faces.
- E. Timber sheets and walers to meet specifications in section 14:00.
- F. Timber sheets and walers to be Southern Pine or approved equivalent. They are to meet Marine Grade No. 1, to be surfaced on four sides, dried prior to surfacing and have a moisture content of 19% or less. Dimensions of Timber Sheets as shown in Project Plans. Profiles shall be manufactured to sloppy V tongue and groove or square sloppy tongue and groove. For 3" thick lumber tongue should be 1" long. All treated timber shall be free of heartwood on all four faces and preservative treated with chromated copper arsenate (CCA).
- G. Hot dip galvanized fasteners or approved equivalent to meet ASTM A153. Hot dip galvanized connectors or approved equivalent to meet ASTM A653, Class G185 sheet with 1.85 ounces of zinc coating per square foot minimum. Fasteners and connectors used together to be the same metallic composition. Hardware shall meet specifications in section 14:00.

**11:15.2      CONSTRUCTION METHODS:**

- 1. Procedures for placement of timber groin shall be detailed by the Contractor in the CWP and reviewed for compliance with the Project bid documents and permits by the Owner's Representative.
- 2. The Contractor shall install the timber groin as shown on the Project Plans.
- 3. Timber groin construction to meet specifications 13:00 and 14:00.

**11:15.3      CONSTRUCTION SUBMITTALS:**

- 1. Construction Work Plan (CWP): The Contractor shall provide a CWP containing, at a minimum, the following:
  - a. Work sequencing and equipment
    - i. Order and sequence in which work shall be performed
    - ii. Number, type, and capacity of equipment to be used

**Technical Specifications (37)**

- iii. Procedures for placing materials and confirming thicknesses and grades are met
- b. Methods, procedures, and equipment addressing the following items:
  - i. Identification of material loading location or details for delivery of materials to the Site. An upland facility for use in loading materials from shoreline to marine vessels for transport to Money Island is not provided as part of this Contract and shall be the responsibility of the Contractor to negotiate.
  - ii. Installation method of timber groin with anchor piling support. Include any temporary storage of piles, timber sheets, and galvanized hardware on Money Island necessary to facilitate construction of the timber groin as shown on the Project Plans. Indicate any temporary ground improvements or equipment necessary to transport piles and timber sheets to targeted placement locations.
  - iii. Survey methods for control of work and progress surveys.
  - iv. Verification of design template.
- 2. Source Material
  - a. Timber Groin:
    - i. At the Pre-Construction Meeting, the Contractor shall submit supplier records including, but not limited to, the capability to produce the material to the required specifications and submit a certification of compliance.

**11:16**

**SOIL EROSION AND SEDIMENT CONTROL:**

All work under this item shall be included under the item "General Work", as may be required by Federal, State, and Local regulations, and shall include all materials, required for the execution and completion of the project work as a whole, and not specifically provided for under any other work item.

- 1. Standards for Soil Erosion and Sediment Control in New Jersey, N.J.A.C. 2:90-1.3, including the following Sections:
  - (a) 3.11 Temporary Vegetative Cover for Soil Stabilization.
  - (b) 3.31 Stabilization with Mulch Only.
  - (c) 4.10.1 Dust Control.
  - (d) 4.13.1 Sediment Barrier.



**Technical Specifications (38)**

2. Materials must be as specified under "Standards for Soil Erosion and Sediment Control in New Jersey", N.J.A.C. 2:90-1.3.(2)
  3. Temporary vegetative cover shall consist of annual ryegrass applied uniformly at a rate of 0.9 lbs. per 1,000 sq. ft. (40 lbs/ac). Limestone (pulverized dolomitic equivalent to 50 percent calcium plus magnesium oxides) shall be applied at the rate of 135 lbs/1,000 sq. ft. (3 tons/ac) and fertilizer (10-20-10 or equivalent) at the rate of 14 lbs/1,000 sq. ft. (600 lbs/ac).
  4. When required for sites difficult to vegetate (sands, slopes, hydro-seeding and off-season operations), mulching shall be accomplished as follows:
    - A. Mulch Materials should be unrotted salt hay, hay, or small grain straw at a rate of 1-1/2 to 2 tons per acre, or 70 to 90 pounds per 1,000 sq. ft. Mulch blowers should not grind or chop material.
    - B. Spread Uniformly by hand or mechanically so that approximately 75% to 95% of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.
    - C. Mulch Anchoring shall be accomplished using either peg and twine, mulch netting, mulch-anchoring tool or liquid mulch-binder, per the accompanying "Stabilization with Mulch Only" specifications.
- \* Seeding dates: 2/15 - 5/1 and 8/15 - 10/15
5. Mulch materials should be unrotted salt hay, hay or small grain straw at the rate of 1-1/2 to 2 tons per acre, or 70 to 90 lbs. per 1,000 sq. ft. Mulch blowers should not grind or chop the material.
  6. Spread uniformly by hand or mechanically so that approximately 70 percent to 95 percent of the soil surface will be covered. For uniform distribution of hand spread mulch, divide area into approximately 1,000 sq. ft. sections and distribute 70 to 90 lbs. within each section.
  7. Mulch anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the

**Technical Specifications (39)**

following methods, depending upon the size of the area, steepness of slopes and costs:

A. Peg and Twine - Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 ft. in all drive directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a crisscross and a square pattern. Secure twine around each peg with two or more round turns.

B. Mulch Netting - Staple paper, jute, cotton or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.

C. Mulch Anchoring Tool - A tractor-drawn implement especially designed to punch and anchor mulch into the soil surface. This practice affords maximum erosion control, but its use is limited to those slopes upon which the tractor can operate safely. Tool penetration should be about 3 to 4 inches. On sloping land, the operation should be done on the contour.

D. Liquid Mulch-binders - May be used to anchor salt hay, hay or straw mulches.

i. Applications should be heavier at edges where wind catches the mulch, in valleys and at crests of banks. Remainder of area should be uniform in appearance.

ii. Use one of the following:

(a). Emulsified asphalt - (SS-1, CSS-1, CMS-2, MS-2, RS-2, CRS-1, and CRS-2). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat slopes and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.

(b). Cutback asphalt rapid curing (RC-70, RC-250, and RC-800) or medium curing (MC-250 or MC-800). Apply 0.04 gal/sq. yd. or 194 gal/ac on flat areas and on slopes less than 8 ft. high. On slopes 8 ft. or more high use 0.075 gal/sq. yd. or 363 gal/ac.

(c). Synthetic or Organic Binders - binders such as Curasol, DCA-70, Petro-set and Terra-tack or equal may be used at

**Technical Specifications (40)**

rates recommended by the manufacturer to anchor mulch materials.

**NOTE: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products. Or equals may be deemed acceptable based upon review.**

8. Wood-fiber or paper-fiber mulch at the rate of 1,500 lbs. per acre may be applied by hydroseeder. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.
9. Irrigation - (where feasible) - If soil moisture is deficient, and mulch is not used, supply new seedings with adequate water (a minimum of 1/4 in. twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot weather or on droughty sites.
10. Install and maintain temporary measures for soil erosion and sediment control in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey," N.J.A.C. 2:90-1.3, and as shown on the plans.
11. Contractor shall be responsible for immediate repairs of damages incurred by failure to maintain temporary measures for soil erosion and sediment control.
12. Install temporary seeding on all areas exposed for three (3) months or more.
13. If applicable, Contractor must notify governing Soil Erosion Control Agency in writing at least 72 hours prior to beginning construction. Failure to do so may result in a fine by the Agency, which fine shall be the responsibility of the Contractor.

**Dust Control:**

Dust control shall conform with and be performed in accordance with the construction plans, and/or as directed by the Engineer, Chapter 16 in the Standard for Soil Erosion Control in New Jersey, July 2017 and Section 107.28 of the New Jersey Department of Transportation Standard Specifications, 2019.

**Technical Specifications (41)**

**Roadway Cleaning:**

If approved by the Engineer and the Contractor utilizes the roadways as a construction entrance, existing roadways shall be cleaned as needed and directed by the county Soil Conservation District and the Engineer.

The Contractor shall install all soil erosion and sediment control measures in accordance with Chapter 27 of the Standards for Soil Erosion and Sediment Control in New Jersey, July 2017. All measures shall be maintained and left in place until construction is complete and area is stabilized.

When seasons and/or other conditions are not suitable for growing an erosion-resistant cover, areas shall be temporarily stabilized in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, July 2017.

No specific payment will be made for Soil Erosion Control and should be included in the bid for Item No. 1 – General Work. The cost thereof will be included in Item No. 1 – General Work, which price shall include the cost of furnishing and installing all required hay bales and lath, silt fence and inlet protection structure materials, dust control, complete, any and all temporary stabilization as may be required, roadway cleaning, all labor, equipment and all else necessary therefore and incidental thereto.

**11:17      SITE GRADING:**

Site Grading shall consist of all grading required within the construction area including rough grading and final grading. Fine grading of the entire construction area shall consist of mechanically or manually raking, scraping, dragging, smoothing and rolling all surfaces for the preparation of the respective improvements. Fine grading shall remove all irregularities and undulations and shall follow the grades shown on the plan. All costs associated with Site Grading shall be included in the bid for Item 6 – Beach Restoration.

**11:18      ONSITE MATERIAL:**

All existing debris, rubble, roots, stumps, logs, rocks, rip-rap, cable or hulks which come within the lines of the work or which interfere with the prosecution of the work shall be removed and disposed of in a

## **4304-22**

### **Technical Specifications (42)**

manner satisfactory to the Engineer, or their appointed representative, by the Contractor, and the cost thereof shall be included in the bid for Item No. 1 – General Work.

Bidders are encouraged to visit the site of the work, and to ascertain for themselves the kind of material to be met with and all other local conditions, and it will be assumed that their bids are based upon personal information. No extra allowance will be made for excavation of material different than herein specified, nor will extra allowances be paid should mechanical breakdowns occur due to the above-mentioned obstacles.

#### **11:19      STOCKPILING:**

The entire stockpile area should be delineated along the perimeter by approved safety fencing during construction, and the area shall be secured before leaving the site each night. The Contractor can make their own arrangements for areas of stockpiling of materials. However, all arrangements of any kind made by the Contractor relative to stockpiling will be subject to the approval of the Engineer and shall be submitted for approval prior to use of the subject area.

The stockpiling area mentioned herein and as delineated in the Project Plans shall be protected to ensure that debris or loose material displaced from passing vehicles will not leave the work site. It is the responsibility of the Contractor to provide adequate security personnel and security measures to restrict unauthorized entry into the work area during all times of operation. It is the responsibility of the Contractor to ensure that all stockpiles are managed properly. The cost shall be included in the bid for Item No. 1 – General Work.

#### **11:20      CONTRACT TIME:**

Due to environmental timing restrictions and funding constraints, **the base bid contract work must be completed by March 1, 2022**. Demobilization will be allowed after March 1, 2022 in upland areas away from protected habitat. See Section 8:01 for further details. Contractor must contact DCE Project Manager prior to mobilization.

**Technical Specifications (43)**

**Contractor shall adhere to the following timing restrictions as outlined in the permits located herein, including, but not limited to:**

- A. Work shall be prohibited from March 1 – June 30 to allow for migration of anadromous fish.**
- B. To protect sensitive habitat for the State-listed Osprey, the Contractor shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of any active osprey nest, as identified by DCE, from April 1 through August 31 of each calendar year. If an active Osprey Nest is discovered the Contractor must coordinate with NJDEP Division of Land Resource Protection.**
- C. Work shall be prohibited from April 15 – September 15 to avoid affecting the sandbar shark pupping period.**
- D. To protect horseshoe crab eggs, work shall be prohibited from May 1 – August 1.**
- E. To protect Red Knot habitat, work activities shall not be performed from April 15 – June 15.**
- F. To protect terrapin turtle nesting habitat, all work shall be prohibited from May 15 –August 31.**

**See NJDEP Permit DLUR 0604-21-0006.1 LUP210001 and Department of the Army Nationwide Permit No. 3, File No. CENAP-OPR-2018-00318-95, and FEMA NEPA Compliance Review located herein.**

**NOTES:**

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

**Technical Specifications (44)**

**FOR OBTAINING ANY PERMITS NOT ALREADY PROVIDED BY THE DIVISION.**

- 3. THE CONTRACTOR SHALL HAVE A MAXIMUM OF FOURTEEN (14) CALENDAR DAYS FROM THE RECEIPT OF NOTIFICATION OF LOW BID FROM THE DIVISION TO RETURN TO THE DIVISION OF COASTAL ENGINEERING ALL COMPLETED FORMS, EXECUTED BONDS, AND SIGNED AND NOTARIZED NECESSARY PAPERWORK FOR THE CONTRACT IN ITS ENTIRETY. FAILURE TO DO SO COULD RESULT IN THE CONTRACTOR'S DISQUALIFICATION OF THEIR BID.**

**11:21**

**PAYMENT:**

**ITEM NO. 1 – GENERAL WORK:**

This item shall be paid for on a lump sum basis. Estimate of percentage complete for monthly partial payments will be made.

Forty percent (40%) of the lump sum bid shall be paid when mobilization of plant, equipment, facilities and Inspector's trailer is complete and ready to begin operations.

The following thirty percent (30%) will be paid upon Substantial Completion of Work as determined by the Project Manager or Project Engineer. See Section 8:06 for more detail on Substantial Completion of Work.

Thirty percent (30%) will be paid only upon completion of all work under the contract, specifically including the complete and satisfactory clean-up of all areas used for the Contractor's operations, such as areas used for access or other operations as outlined in Subsection 11:01.

**ITEMS NO. 2 – SURVEYING:**

The work under this item is to be paid on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to perform the pre-construction, mark-out, and as-built surveys.

**ITEM NO. 3 – BREAKWATER MARINE MATTRESS  
INSTALLATION:**

The work under this item shall be paid on a unit price per square yard (SY) basis of marine mattress constructed, including all costs associated

**Technical Specifications (45)**

with or incidental to all marine mattress installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

**ITEM NO. 4 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item shall be paid on a unit price per ton (TON) basis of stone placed, including all costs associated with or incidental to all breakwater uniform stone installation for Breakwaters #1 and #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

**ITEM NO. 5 – STEEL SHEET PILE GROIN**

The work under this item shall be paid on a unit price per linear foot (LF) basis of steel sheet pile groin, measured along the center line, and shall include all labor, materials, equipment, rigging, tools, and accessories required to transport, sandblast, coat, and construct the groin, complete-in-place including all steel sheeting, coating, excavation, backfill, hardware, and accessories as shown on the Project Plans and specified herein.

**ITEMS NO. 6 – BEACH RESTORATION:**

The work under this item shall be paid on a unit price per ton (TON) basis, including all costs associated with or incidental to all beach restoration. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the beach restoration, as depicted on the Project Plans.

**ITEMS NO. 7 – DUNE LANDSCAPING:**



**Technical Specifications (46)**

The work under this item is to be paid on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required to plant and landscape dunes as depicted on the Project Plans.

**ITEMS NO. 8 – DUNE FENCE INSTALLATION**

The work under this item shall be paid on a unit price per linear foot (LF) basis of dune fence, including all costs associated with or incidental to all dune fence installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the dune fence installation, as depicted on the Project Plans.

**ITEM NO. 9 – NAVIGATION PILE INSTALLATION**

The work under this item shall be paid on a unit price per unit (UNIT) basis based upon each navigation pile constructed, including all costs associated with or incidental to pile installation for Navigation Pile #1, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

**ITEM NO. 10 – DOLPHIN PILE INSTALLATION**

The work under this item shall be paid on a unit price per unit (UNIT) basis based upon each dolphin pile constructed, including all costs associated with or incidental to all dolphin pile installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the dolphin pile installation, as depicted on the Project Plans.

**OPTION 1 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The work under this item shall be paid on a unit price per square yard (SY) basis of marine mattress constructed, including all costs associated with or incidental to all marine mattress installation for Breakwaters #3, #4 and #5, as depicted on the Project Plans . The price

**Technical Specifications (47)**

shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, expenses, and attachment of geotextile fabric to bottom of each mattress unit required to install the marine mattress system, as depicted on the Project Plans.

**OPTION 2 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The work under this item shall be paid on a unit price per ton (TON) basis of stone placed, including all costs associated with or incidental to all breakwater uniform stone installation for Breakwaters #3, #4 and #5, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the uniform stone installation to final slopes and grades, as depicted on the Project Plans.

**OPTION 3 – BEACH RESTORATION:**

The work under this item shall be paid on a unit price per ton (TON) basis, including all costs associated with or incidental to all beach restoration. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the beach restoration, as depicted on the Project Plans.

**OPTION 4 – NAVIGATION PILE INSTALLATION**

The work under this item shall be paid on a unit price per unit (UNIT) basis based upon each navigation pile constructed, including all costs associated with or incidental to pile installation for Navigation Pile #2, as depicted on the Project Plans. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the navigation pile installation, as depicted on the Project Plans.

**Technical Specifications (48)**

**ALTERNATE ITEM NO. A1 – TIMBER GROIN CONSTRUCTION**

The work under this item shall be paid on a unit price per linear foot (LF) basis of timber groin constructed, including all costs associated with or incidental to all timber groin installation. The price shall include all labor, equipment, materials, supplies, transporting, handling, operational, environmental compliance, daily quality control survey costs, facilities, work, and expenses required to complete the timber groin installation, as depicted on the Project Plans.

**11:22      ACCESS:**

The Contractor shall obtain all access and/or rights of way as necessary for his or her operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point will be used unless approved in writing by the Project Manager.

**11:23      CONSTRUCTION SCHEDULE:**

Within five (5) calendar days after the date of the contract award, the Contractor shall furnish to the Manager or representative, for approval, a construction schedule which shall include a statement as to the planned mode of operations; a listing of construction material orders including a delivery schedule, and a full description of the equipment the Contractor plans to use. The approximate dates for each phase of operations shall be furnished at the pre-construction meeting.

The Project Manager reserves the right to reject, modify, require different construction methods or operations, additional rigging, equipment and/or personnel as he/she deems necessary in order to accomplish the contract requirements.

Any changes to the approved construction plan shall be reviewed and approved by the Project Manager prior to implementation. Said schedule shall be updated at least twice a month and shall be updated prior to, and provided at, all project meetings.

In general terms, the Contractor shall be permitted to execute his or her work in the following fashion:

## **4304-22**

### **Technical Specifications (49)**

1. Set up inspector's trailer and make all appropriate connections for a fully functional project office.
2. Perform site preparation for material deliveries and safety procedures.
3. Mobilize equipment and perform contract work.
4. Due to the urgent nature of the work begin construction at the most vulnerable areas as indicated by the onsite representative.
5. Ensure all proper grades have been met and considered satisfactory by the Project Manager.
6. If any damages have occurred as a result of the Contractor's operations, the Contractor is to address prior to demobilization.
7. Demobilize all plant and equipment upon release from the Division.

#### **11:24      PROJECT MEETINGS:**

Project meetings shall be held on a weekly basis or at an interval determined by the Project Manager. The Contractor will be required to have all Superintendents, foremen and other persons involved in the oversight of the project in attendance, including same for all Subcontractors.

A 3-Week Look Ahead of the intended project schedule that is inclusive of tide predictions and weather forecasts should be distributed at each weekly meeting. DCE Project Manager will prepare weekly meeting agendas and the corresponding meeting minutes for distribution.

#### **11:25      PERMIT CONDITIONS:**

The Contractor shall adhere to all permit conditions set forth NJDEP Permit DLUR 0604-21-0006.1 LUP210001 and Department of the Army Nationwide Permit No. 3, File No. CENAP-OPR-2018-00318-95 as located herein. Any failure to adhere to all conditions currently and subsequently laid forth may result in fines levied to the Contractor from either the State or Federal Regulatory Enforcement Agencies.

#### **11:26      SUBCONTRACTORS:**

In addition to the requirements of Section 6:01 of the Standard Specifications, all Subcontractors must be pre-qualified with the Division of Coastal Engineering for the type of work and estimated value to be performed.

**Technical Specifications (50)**

In addition to the superintendent required by Section 6:01 of the Standard Specifications, the Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

**11:27      ACCEPTANCE:**

Acceptance will be based on the approved stone source, compliance tests, barge displacement surveys, and surveys performed by the Contractor per Subsection 6:09 and Subsection 11:03. The Owner may perform field check tests and/or surveys to verify the Contractor's barge displacement and/or surveys. The Owner's survey checks will govern in case of any discrepancies.

**11:28      SOURCE QUALITY CONTROL:**

1. Testing and analysis of stone materials shall be performed in accordance with applicable CORPS OF ENGINEERS TESTING PROCEDURES.
2. When tests indicate materials do not meet specified requirements, the Contractor shall remove and legally dispose of the unsuitable material off site and replace with suitable material, at no additional cost to the Owner.

**--End of Technical Specification--**

## **4304-22**

### **Supplemental Specifications (1)**

#### **12:00      STANDARDS FOR SURVEY:**

#### **12:01      PART 1 - GENERAL:**

##### **12:01.1      SCOPE OF WORK:**

The work covered under this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for conducting pre and post hydrographic surveys, pre-construction and as-built topographic surveys, mark-out surveys, and survey data submittals.

##### **12:01.2      MEASUREMENT AND PAYMENT:**

Payment for Surveys shall be in accordance with Section 11:00 "PAYMENT" subsection.

##### **12:01.3      PRE-CONSTRUCTION SURVEY(S):**

Pre-construction hydro/topographic surveys shall be performed of the entire area specified in Section 11:00 and as outlined on the project plans. The pre-construction hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Division of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed and at a minimum five (5) days prior to initial construction.

##### **12:01.4      AS-BUILT SURVEY(S):**

As-built hydro/topographic surveys shall be performed of the entire work area as specified in Section 11:00 and as outlined on the project plans. The as-built hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Division of Coastal Engineering within fifteen (15) calendar days upon the completion of work for that related bid item.

##### **12:01.5      MARK-OUT SURVEY(S):**

Stake-out surveys shall be performed for each section of work as specified in Section 11:00 and as outlined on the project plans. The stake-out survey(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey. All surveying necessary for the prosecution of work, including, but not limited to, staking out of the baseline in 50' increments, the upper work limit line, the seaward extent

**Supplemental Specifications (2)**

of work, and all other surveying work not specifically mentioned to construct the project to the lines and grades illustrated on the plans. These stakes shall remain in place for the duration of the contract. Should stakes be removed or tampered with during construction, it is the responsibility of the Contractor to properly restake at no additional costs to the State of New Jersey.

**12:02      PART 2 - SURVEY REQUIREMENTS:**

All surveys must be performed under the direction and supervision of a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting surveys of a similar nature, and by the accompaniment of a representative from the Division of Coastal Engineering.

All calibrations, settings and tide gauge readings shall be made with the accompaniment of a representative from the Division of Coastal Engineering. Upon completion of the survey, the recording chart shall be signed and dated by the Division's representative as well as the Contractor's representative.

1. All survey data shall be referenced to National Geodetic Survey monumentation. First order vertical and horizontal. PID # of all monuments used shall be provided (ex. AB1234). Tidal benchmarks used/referenced shall be listed by PID # also.
2. The contractor shall establish ground control.
3. All existing structures, roads, utilities, topography, vegetation, wetlands, piers, bulkheads, pilings, stone, etc., shall be clearly surveyed within the project limits.
4. All existing navigational markers shall be accurately surveyed and recorded.
5. Cross sections shall be taken perpendicular to the baseline at the starting and ending stations and at 50' spacing. The survey lines shall extend a minimum of 100 feet beyond the limits of the project area to be surveyed. Additional survey lines may be necessary at turning points in the baseline.
6. Elevations / Soundings taken along the cross section shall be a minimum of 10ft apart and where ever there is a break in the elevation. When more than one method of surveying is employed the two shall have 50 ft of overlap.

## **4304-22**

### **Supplemental Specifications (3)**

7. All information supplied (data, work drawings, cross-sections) shall include all raw survey data/notes.

#### **12:03      PART 3 - SURVEY MAP REQUIREMENTS:**

All data obtained from survey(s) shall be used to produce an accurate map which shall be submitted along with the original recording chart and all original ground control data notes.

##### **12:03.1      SURVEY MAPS:**

The maps generated from the obtained surveys shall include the following:

1. The original map shall be drawn or plotted on mylar using a high quality black drafting ink.
2. All verbiage and numbering shall be either computer generated or leroxed.
3. Drawing scale shall be indicated on the drawing.
4. The drawing shall be twenty-four (24) inches by thirty-six (36) inches only. If additional sheets are required, match lines must be shown and sheets shall be consecutively numbered.
5. Each sheet shall contain a title block stating the following:
  - A. "(Type of Survey)", Name of Project and/or Channel Section(s), Municipality, County, State of New Jersey, Department of Environmental Protection, Engineering and Construction, Division of Coastal Engineering.
  - B. Survey Date.
  - C. Scale
  - D. NJDEP DCE Project No.
  - E. Sheet number and total sheets.
6. The New Jersey State Plane coordinate system (NAD 83) shall be used for the map grid system and clearly shown on the map and location plan.



**Supplemental Specifications (4)**

7. Local tidal benchmark used for this project shall be listed by PID # and must be tied to NAVD88 (North American Vertical Datum of 1988) and shown on the generated maps.
8. All sections of the project alignment shall be appropriately labeled with their respective numbers and/or names.
9. The name of all water bodies, municipality(s), roads, lots and blocks.
10. Mean high, mean low and high tide water lines.
11. Hydrographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 11:00.
12. Topographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 11:00.

**12:03.2      COMPUTER DATA FILES:**

In addition to the hard copy maps, computer data files of the submitted maps shall be provided on compact disks or flash drives with the following requirements.

1.     PREFERRED FORMAT: .DWG drawing format (AutoCAD 2010 or newer).  
Each page of the drawing shall be included in one file with different layout views for each page.
2.     IF ANY FORMAT OTHER THAN AutoCAD 2010 OR NEWER IS USED, CONSULTANT SHALL FIRST RECEIVE APPROVAL FROM THE PROJECT MANAGER, AND ENSURE COMPLETE AND TOTAL DRAWING EXCHANGE (fonts, line weight and type, proper location and orientation of all drawing details) BETWEEN CHOSEN FORMAT AND AutoCAD 2010 OR NEWER, BEFORE SUBMISSION.
3.     No X-REF in drawings or attached image files.
4.     Layers: Maximum 3 layers (3 colors).
5.     Font: One font only, standard block lettering.
6.     No shading or solid fill areas.
7.     Limited cross-hatching, only if absolutely necessary.

## **4304-22**

### **Supplemental Specifications (5)**

8. All plan views shall be in the State Plane Coordinate System NAD83, in feet and tenths of feet, with a north orientation to the top of drawing sheet. Graphic scale shall be included.
9. All land elevations and depth references shall be in feet and tenths of feet and refer to North American Vertical Datum of 1988 (NAVD88).

## **12:04**

### **PART 4 - SUBMITTALS:**

#### **12:04.1 SURVEYS:**

The contractor shall submit to the Division of Coastal Engineering for approval an original mylar along with two (2) copies of each generated map accompanied by computer data files of all submitted maps.

All submitted maps shall bear the embossed seal of the Professional Land Surveyor licensed in the State of New Jersey responsible for conducting and preparing the surveys.

All survey rolls, survey field data, and ground control data shall be submitted along with the maps. All submitted data, charts and maps shall become the property of the State of New Jersey, Division of Coastal Engineering. The contractor shall be given copies of all submitted data and generated maps if requested.

Should the survey data and/or generated maps be deficient, lacking information, illegible, or not in conformance with the standards outlined under this section, the Division reserves the right to order the contractor to re-perform the hydrographic survey and/or redraw the map(s). Should this be required, no additional monies will be paid to the contractor by the State. The additional cost shall be the sole responsibility of the contractor.

--END OF SECTION 12:00 --

## **4304-22**

### **Supplemental Specifications (6)**

#### **13:00 STANDARDS FOR ROUND TIMBER PILES**

##### **13:01 PART 1 – GENERAL**

###### **13:01.1 SCOPE OF WORK:**

All round timber piles furnished under these specifications shall be of the kind, grade and manufacture required herein unless otherwise specified in on the Project Plans or in Section 11:00.

###### **13:01.2 APPLICABLE PUBLICATIONS:**

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - Latest Edition

ASTM D 25                      Round Timber Piles

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA) - Latest Edition

AWPA A2                      Analysis of Waterborne Preservatives and Fire Retardant Formulations

AWPA A4                      Sampling Wood Preservations

AWPA A5                      Analysis OF Oil-Borne Preservatives

AWPA A6                      Determination of Oil-Type Preservatives and Water in Wood

AWPA A7                      Wet Ashing Procedure for Preparing Wood for Chemical Analysis

AWPA C1                      All Timber Products - Preservative Treatment by Pressure Processes

AWPA C3                      Piles - Preservative Treatment by Pressure Processes

AWPA M2                      Inspection of Treated Timber Products

AWPA M4                      The Care of Preservative-Treated Wood Products

## **4304-22**

### **Supplemental Specifications (7)**

AWPA P1

Standard for Creosote Preservative

#### **13:01.3      MEASUREMENT AND PAYMENT:**

All costs associated with round timber piles shall be measured and paid for in accordance with Section 11:00 of the Specifications and as further specified herein.

#### **13:01.4      SUBMITTALS:**

The following shall be submitted for approval by the project manager within fifteen days (15) prior to furnishing:

##### **13:01.4a      Pile Driving Equipment:**

The Contractor shall submit complete descriptions of pile driving equipment, including hammers, driving blocks, collars, extractors, jetting equipment and other appurtenances to the Project Manager for approval prior to commencement of work.

##### **13:01.4b      Preservative Treatment and Grade:**

A Certified test assay analysis from an approved testing organization attesting that the timber piles to be used in the work are of the grade required and have been given the preservative treatment required by these specifications shall be submitted to the Project Manager prior to commencement of the work. The Quality Mark of the American Wood Preservers Bureau (AWPB) affixed to piles will be accepted in lieu of the certified analysis.

##### **13:01.4c      Driving Record for Piles:**

The record of the driving of test piles and permanent piles shall be submitted to the Project Manager after pile driving is completed.

#### **13:01.5      HANDLING OF TIMBER PILES:**

Special care shall be taken in supporting timber piles to prevent the including of excessive bending stresses in the piles. Handling of treated

## **4304-22**

### **Supplemental Specifications (8)**

piles shall be in accordance with AWP A M4. Piles shall be carefully handled without dropping, breaking of outer fibers and penetrating the surface with tools. Peaveys, cant hooks, pikes and other pointed tools shall not be used in handling treated piles.

Piles injured or rendered unfit for use on the site of the work shall be rejected and removed from the site. New specification material shall be furnished to replace the damaged material, the cost of which shall be borne by the contractor.

## **13:02      PART 2   PRODUCTS**

### **13:02.1      MATERIALS:**

#### **13:02.1a      Timber Piles:**

Unless otherwise specified in Section 11:00 or on the project plans, timber piles shall conform ASTM D-25, Class B. All timber piling shall be preservative treated with chromated copper arsenate (CCA) with a minimum net retention of 2.5 pounds per cubic foot in accordance with AWP A C1 and C3 for CCA treated marine piling.

#### **13:02.1b      Spliced Piles:**

Spliced piles will not be accepted unless approved by the Project Manager.

#### **13:02.1c      Creosote Treatment:**

The use of creosote treatment will not be permitted.

### **13:02.2      TESTS, INSPECTIONS, AND VERIFICATIONS:**

#### **13:02.2a      Inspection of Piles:**

The Contractor shall provide the necessary facilities for the proper inspection of each pile. Piles to be preservative treated shall be

## **4304-22**

### **Supplemental Specifications (9)**

inspected prior to treatment. Alternately, piles may be inspected at the shipping point or at the work site if so directed by the Project Manager.

Piles with specified variations in characteristics shall be placed in separate lots for inspection. Piles shall be so marked or segregated into marked lots that there will be no possibility of error in assignment after they have been inspected.

Piles damaged after inspection may be subsequently rejected if damage is deemed sufficient for rejection by the Project Manager. All rejected piles shall be removed as directed.

#### **13:02.2b     Inspection of the Preservative Treatment Process:**

Inspection of the preservative treatment process will be in accordance with AWWA M2. The Contractor shall notify the Project Manager where preservative treatment will be done not less than 10 days prior to the start of the treatment and shall provide the necessary facilities for the proper inspection of the treatment process.

#### **13:02.3     Sampling and Testing:**

Sampling and testing shall be performed by an approved testing organization adequately equipped to perform such services.

#### **13:02.3a     Sampling:**

Representative samples of preservatives for testing shall be obtained from storage containers using the methods described in AWWA A4. The recovery of oil-borne preservatives from piles for testing shall be in accordance with the methods described in AWWA A6. The procedures for the decomposition of samples of piles which have been treated with water-borne preservatives as an initial step for the analysis of the constituents of the preservatives retained in the piles shall be as specified in AWWA A7.

#### **13:02.3b     Testing:**

Water-borne preservatives and oil-borne preservatives shall be tested for conformance with the specifications as described in AWWA A2 and AWWA A5. The net retention and the penetration of preservatives in pile

## **4304-22**

### **Supplemental Specifications (10)**

shall be determined as specified in AWPB M2 and the additional requirements listed herein.

#### **13:02.4      Manufacture of Piles:**

Timber piling shall be cut above the ground swell. All diameters shall be measured under the bark. Piles shall taper gradually and uniformly from butt to tip, be free of short kinks, and be straight such that a line stretched from the centers at each end of the pile will fall entirely within the pile. All knots shall be sound and shall be trimmed close. No knot or knot cluster shall have an average diameter exceeding one third of the diameter of the pile at the point where the knot occurs. Piles shall be otherwise free from defects impairing strength and durability. All piles shall be peeled. All piles shall be delivered in good condition. All piles shall have butt and tip cut square with the axis of the pile. Piles for use with preservative treatment shall have no sapwood restrictions.

### **13:03      PART 3 EXECUTION**

#### **13:03.1      INSTALLATION:**

##### **13:03.1a      Pile Driving Equipment:**

Driving equipment that damages the piling shall not be used.

All pile driving equipment, including the pile driving hammer, hammer cushion, drive head, pile cushion and other appurtenances to be furnished by the Contractor shall be approved in advance by the Bureau before any driving can take place.

Pursuant to obtaining this approval, the Contractor shall submit a description of pile driving equipment to the Project Manager at least 4-weeks before pile driving is to begin. The submittal shall be accompanied by calculations, based on a wave equation analysis, demonstrating that the piles can be driven with reasonable effort to the ordered lengths without damage utilizing the proposed installation method.

The following hammer efficiencies shall be used in a wave equation analysis:

Hammer Type	Efficiency in Percent
Single acting air/steam	67

## **4304-22**

### **Supplemental Specifications (11)**

Double acting air/steam	50
Diesel	72

In addition to the other requirements of these specifications, the criteria which the Bureau will use to evaluate the driving equipment consists of both the required number of hammer blows per inch and the pile stresses at the required ultimate pile capacity. The required number of hammer blows indicated by calculations at the required tip elevation or bearing capacity shall be between 3 and 10 per inch for the driving equipment to be acceptable.

In addition, for the driving equipment to be acceptable, the compressive driving stress (indicated by the calculations) to be generated by the driving equipment shall not exceed three times the allowable static design strength of the timber pile.

During pile driving operations, the Contractor shall use the approved system. Any change in the driving system will only be considered after the Contractor has submitted revised pile driving equipment data and calculations. The Contractor will be notified of the acceptance or rejection of the driving system changes within 7 calendar days of the Bureau's receipt of the requested change. The time required for submission, review, and approval of a revised driving system shall not constitute the basis for a contract time extension to the Contractor.

Approval of pile driving equipment shall not relieve the Contractor of its responsibility to drive piles free of damage, to the bearing and tip elevation shown on the plans or specified in Section 11:00 of the Specifications.

#### **13:03.1b     Pile Driving Hammers:**

##### **1.     General:**

Piles may be driven with a drop hammer, an air/steam hammer, or diesel hammer conforming to these specifications.

Pile driving hammers, other than drop hammers, shall be of the size needed to develop the energy required to drive piles at a



**Supplemental Specifications (12)**

penetration rate of not less than 0.10 inch per blow at the required tip elevation or bearing value.

2. Drop Hammers:

Drop (gravity) hammers shall not be used for concrete piles or for piles whose design load capacity exceeds 30 tons. When gravity hammers are permitted, the ram shall weigh not less than 2,000 pounds and the height of drop shall not exceed 15 feet. In no case shall the ram weight of gravity hammers be less than the combined weight of the drive cap and pile. All gravity hammers shall be equipped with hammer guides to insure concentric impact on the drive head or pile cushion.

3. Air Steam Hammers:

The weight of the striking part of air/steam hammers used shall not be less than 1/3 the weight of pile and drive cap, and in no case shall the striking part weigh less than 2,750 pounds. The plant and equipment furnished for air/steam hammers shall have sufficient capacity to maintain, under working conditions, the pressure at the hammer specified by the manufacturer.

4. Diesel Hammers:

Open-end (single acting) diesel hammers shall be equipped with a device to permit the Bureau to determine hammer stroke at all times during pile driving operations. Closed-end (double acting) diesel hammers shall be equipped with a bounce chamber pressure gauge, in good working order, mounted near ground level so as to be easily read by the Bureau. The diesel powered hammer shall operated at the rate recommended by the manufacturer throughout the entire driving period. A correlation chart of bounce chamber pressure and delivered hammer energy shall be provided by the Contractor.

5. Vibratory Hammers:

Vibratory or other pile driving methods may be used only when specifically called for in Section 11:00 or in writing by the Bureau. Except when pile lengths have been determined from load test

## **4304-22**

### **Supplemental Specifications (13)**

piles, the bearing capacity of piles driven with vibratory hammers shall be verified by redriving the first pile driven in each group of 10 piles with an impact hammer of suitable energy to measure the pile capacity before driving the remaining piles in the group.

#### **6. Additional Equipment or Methods:**

In case the required penetration depth or bearing capacity is not obtained by the use of a hammer complying with the above minimum requirements, the Contractor may be required to provide a hammer of greater energy or, when permitted, resort to supplemental methods such as jetting or preboring.

#### **13:03.1c Driving Appurtenances:**

##### **1. Hammer Cushion:**

All impact pile driving equipment except gravity hammers shall be equipped with a suitable thickness of hammer cushion material to prevent damage to the hammer or pile and to insure uniform driving behavior. Hammer cushions shall be made of durable, manufactured materials, which will retain uniform properties during driving. Wood, wire rope, and asbestos hammer cushions shall not be used. A striker plate shall be placed on the hammer cushion to insure uniform compression of the cushion material.

The hammer cushion shall be inspected in the presence of the Bureau when beginning pile driving and after each 100 hours of pile driving. The hammer cushion shall be replaced by the Contractor before driving is permitted to continue whenever there is a reduction of hammer cushion thickness exceeding 25 percent of the original thickness or if it has been damaged, split, highly compressed, charred or burned, or has become spongy or deteriorated in any manner.

Under no circumstances will the use of small wood blocks, wood chips, rope, or other material permitting excessive loss of hammer energy be permitted.

##### **2. Pile Drive Head:**

**Supplemental Specifications (14)**

Piles driven with impact hammers shall be fitted with an adequate drive head to distribute the hammer blow to the pile head. The drive head shall be axially aligned with the hammer and the pile. The drive head shall be guided by the leads and not be free-swinging. The drive head shall fit around the pile head in such a manner as to prevent transfer of torsional forces during driving while maintaining proper alignment of hammer and pile. For timber piling, the pile heads shall be cut squarely and a drive head provided to hold the longitudinal axis of the pile in line with the axis of the hammer.

3. Leads:

Pile driving leads which support the pile and the hammer in proper positions throughout the driving operation shall be used. Leads shall be constructed in a manner that affords freedom of movement of the hammer while maintaining alignment of the hammer and the pile to insure concentric impact for each blow. The leads shall be of sufficient length to make the use of a follower unnecessary and shall be so designed as to permit proper alignment of battered piles.

4. Followers:

Followers shall only be used when approved in writing by the Bureau, or when specifically called for in Section 11:00 of the Specifications. When a follower is permitted, in order to verify that adequate pile penetration is being attained to develop the desired pile capacity, the first pile in each bent and every 10th pile driven thereafter shall be furnished sufficiently long and shall be driven full length without a follower. The follower and pile shall be held and maintained in equal and proper alignment during driving. The follower shall be of such material and dimensions to permit the piles to be driven to the length determined necessary from the driving of the full length piles. The final position and alignment of the first two piles installed with followers in each substructure unit shall be verified to be in accordance with the location tolerances specified before additional piles are installed.

5. Jets:

**Supplemental Specifications (15)**

No jetting shall be permitted unless written approval has been issued by the Bureau. When jetting is not required, but approved after the Contractor's request, the Contractor shall determine the number of jets and the volume and pressure of water at the jet nozzles necessary to freely erode the material adjacent to the pile without affecting the lateral stability of the final in-place pile.

The Contractor shall be responsible for all damage to the site caused by jetting operations. The jetting plant shall have sufficient capacity to deliver at all times a pressure equivalent to at least 100 pounds per square inch at two 3/4-inch jet nozzles. In either case, unless otherwise indicated by the Bureau, jet pipes shall be removed when the pile tip is a minimum of 5 feet above prescribed tip elevation and the pile shall be driven to the required bearing capacity with an impact hammer. Also, the Contractor shall control, treat if necessary, and dispose of all jet water in a manner satisfactory to the Bureau.

6. Collars:

When timber piles are required to be driven to more than 35 tons bearing or when driving conditions otherwise require it, collars, bands, or other devices shall be provided to protect piles against splitting and brooming.

13:03.1d Preparation for Driving

In addition to squaring up pile heads prior to driving, piles shall be further prepared for driving as described below.

1. Pointing:

Timber piles shall be pointed where soil conditions require it. When necessary, the piles shall be shod with metal shoes of a design satisfactory to the Bureau, the points of the piles being carefully shaped to secure an even and uniform bearing on the shoes.

2. Pile Shoes and Lugs:

## **4304-22**

### **Supplemental Specifications (16)**

Pile shoes shall be used to protect piles when hard driving is expected. Steel pile shoes shall be fabricated from cast steel conforming to ASTM A 27.

Such pile shoes or lugs used at the option of the Contractor shall be of a type approved by the Bureau.

#### **13:03.2     DRIVING:**

Piles shall be driven to the minimum tip elevations and/or bearing capacity shown on the plans, specified in Section 11:00 of the Specifications or as requested by the Bureau. Piles that heave more than 1/4 inch upward during the driving of adjacent piles shall be re-driven. No piling shall be driven within 100 feet of concrete which is less than 7 days old unless otherwise authorized by the Project Manager.

A complete and accurate record of the driving of piles shall be compiled by the Contractor for submission to the Project Manager. This record shall include pile dimensions and location, the description of hammer used, rate of hammer operation, number of blows required for each foot of penetration throughout the entire length of each pile and any other pertinent information requested by the Project Manager.

When driving long piles of high slenderness ratio, special precautions shall be taken to ensure against overstressing and leading away from a plumb or true position. During driving, pile driving hammers shall be operated at all times at the rate and conditions recommended by the hammer manufacturer.

Each pile shall be driven continuously and without interruption until the required depth of penetration and/or penetration rate per blow have been attained. Piles shall be driven to the full penetration required where practicable to do so without damage to the piles. If found impracticable to drive any pile to the depth required, such pile shall be cut-off and abandoned or pulled as directed by the Project Manager. Driving of piles beyond the point of refusal, as indicated by excessive bonding of the hammer or kicking of the pile, shall not be attempted.

## **4304-22**

### **Supplemental Specifications (17)**

Piles which have uplifted after driving shall be redriven to grade after conclusion of driving in that general area. The Project Manager will establish the maximum permissible penetration per blow for the last 20 blows. When the penetration per blow of any pile during the final blows exceeds that permitted, and the pile has been driven to its full depth, the Contractor shall pull the pile and furnish and drive a longer pile or take other corrective measures as directed by the Project Manager.

The use of followers or splices shall not be permitted except where specially authorized by the Project Manager.

After driving is completed, all piles shall be "headed" or cut-off normal at the cut-off elevation. All headed treated piles, including those to be capped with concrete, shall be given two heavy coats of hot creosote, followed by the application of a heavy coat of coat-tar pitch. This shall include all chamfered edges. Piles driven in locations where they are constantly subject to water spray shall be given this treatment immediately after they are cut-off and before the cut-off surface has been wetted. Cut-offs shall become the property of the Contractor and shall be removed at its expense.

#### **13:03.2a     Driving of Test Piles:**

One test pile shall be driven for each type of pile and each pile hammer used. Test piles shall be furnished to the lengths and driven at the locations and to the elevations directed by the Bureau before other piles in the area represented by the test are ordered or driven.

Test piles shall be driven with the same size and type hammer, operating with the same effective energy and efficiency as that to be used in driving the permanent piles.

When possible, the ordered length of test piles will be greater than the estimated length of production piles in order to provide for variation in soil conditions.

Test piles shall be driven to the estimated tip elevation. Test piles shall be allowed to "set up" for a period of from 12 to 24 hours, as determined by the Bureau, before being redriven. When possible, the hammer shall be warmed up before redriving begins by applying at least 20 blows to another pile.

## **4304-22**

### **Supplemental Specifications (18)**

Test piles shall be dynamically monitored during driving using a using a Pile Driving Analyzer (PDA).

#### **13:03.2b     Driving Record for Piles:**

A complete and accurate record of the driving of piles shall be compiled by the Contractor. This record shall include pile dimensions and location, the description of hammer used, rate of hammer operation, number of blows required for each foot of penetration throughout the entire length of each pile and any other pertinent information requested by the Project Manager

#### **13:03.2c     Accuracy of Driving:**

Piles shall be driven with a variation of not more than 1/4 inch per foot from the vertical or from the batter shown on the plans, and shall not be out of the horizontal position shown on the plans by more than 1/4 of their diameter or 6-inches, whichever is greater, after driving.

#### **13:03.3     DETERMINATION OF BEARING CAPACITY:**

##### **13:03.3a     General:**

Piles shall be driven to the tip elevations shown on the plans or as directed after review of the test pile results. The tip elevation will be confirmed by driving a test pile as outlined in this Section. A Dynamic Load Test (below) will be used to determine the ultimate capacity of the test pile in compression and tension. The capacity of the remaining piles driven to the same tip elevation will be assumed equal to the capacity of the test pile unless observations during driving indicate significantly different conditions than observed for the test pile. If this occurs, a second test pile shall be driven.

##### **13:03.3b     Dynamic Load Tests:**

An Engineer experienced in dynamic pile testing shall be employed by the contractor to perform the dynamic testing using a Pile Driving Analyzer (PDA).

**Supplemental Specifications (19)**

Dynamic measurements will be taken by the Contractor's Engineer during the driving of piles designated as dynamic load test piles. The ultimate capacity of the pile will be determined with the use of pile analyzer instruments.

A Case Pile Wave Analysis Program (CAPWAP) analyses shall be performed for selected blows from the end of initial drive and the beginning of redrive. The results of the analyses shall be furnished to the Bureau for review and approval.

The Contractor shall drive the test pile to a depth 1 foot above the estimated tip elevation shown on the plan, unless directed otherwise by the Bureau. If directed by the Bureau, the Contractor shall reduce the driving energy transmitted to the pile by using additional cushions or reducing the energy output of the hammer in order to maintain acceptable stresses in the piles. If non-axial driving is indicated by dynamic test equipment measurements, the Contractor shall immediately realign the driving system.

Contractor shall wait up to 24 hours and, after the instruments are reattached, redrive the dynamic load test pile. The hammer shall be warmed up before redrive begins by applying at least 20 blows to another pile. The maximum amount of penetration required during redrive shall be 6 inches or the maximum total number of hammer blows required will be 50, whichever occurs first. After receipt of the specified CAPWAP analyses, the Bureau reserves the right to modify the final tip elevation or specify additional pile penetration and testing.

**13:03.4      SPLICING OF PILES:**

No splicing shall be permitted unless approved by the Project Manager.

**13:03.5      DEFECTIVE PILES:**

The procedure for the driving of piles shall not subject them to excessive and undue abuse or be injurious, resulting in splitting, splintering and brooming of the wood.

Manipulation of piles to force them into proper position, considered by the Bureau to be excessive, will not be permitted.

Any pile damaged by reason of internal defects or by improper driving or driven out of its proper location or driven below the butt elevation fixed by the plans shall be corrected at the Contractor's expense by



## **4304-22**

### **Supplemental Specifications (20)**

removing the damaged pile and replaced with a new and, if necessary, a longer pile.

Any and all timber not manufactured and/or constructed of the sizes, dimensions and/or in the locations or within the tolerances of the project plans and specifications shall be corrected at the Contractor's expense by removing the said timber and replacing with new.

#### **13:03.6     PERMANENT PILES:**

##### **13:03.6a     General:**

All piles shall be cutoff to a true plane at the elevations required and anchored to the structure, as shown on the plans.

All headed treated piles shall have the top edges chamfered and shall be given two heavy coats of hot creosote, followed by the application of a heavy coat of coal-tar pitch.

Piles driven in locations where they are constantly subject to water spray shall be given this treatment immediately after they are cut-off and before the cut-off surface has been wetted.

All cutoff lengths of piling shall remain the property of the Contractor and shall be properly disposed of.

##### **13:03.6b     Timber Piles:**

Timber piles which support timber caps or grillage shall be sawed to conform to the plane of the bottom of the superimposed structure. In general, the length of pile above the elevation of cutoff shall be sufficient to permit the complete removal of all material injured by driving, but piles driven to very nearly the cutoff elevation shall be carefully added or otherwise freed from all "broomed," splintered, or otherwise injured material.

Immediately after making final cutoff on treated timber piles, the cut area shall be given two liberal applications of hot creosote followed by a heavy application of coal-tar pitch or other approved sealer. Treated timber piles which will have the cutoff exposed inside a structure shall have the cut area treated with three coats of a compatible preservative material meeting the requirements of AWWA Standard M4. A minimum time period of 2 hours shall elapse between each application.

**Supplemental Specifications (21)**

13:03.6c     Framing Treated Piles:

Treated piles shall not be cut to permit fitting of timbers. Piles of uniform size shall be selected for each bent. If absolutely necessary, treated filler blocks shall be used to fill out between piles and bracing.

Holes for drift bolts in the tops of piles shall be bored to a depth 3 inches less than the penetration of drift bolts in the pile.

The contractor shall ensure that holes are only drilled where bolts will be installed. All bolt holes shall be bored the same diameter as the bolt. All holes bored into piles shall be filled with hot creosote. If a hole is not used for a bolt, it shall be tightly closed by a treated plug. Holes shall not be bored or spikes shall not be driven into piles to support scaffolding.

--End of Section 13:00--

## **4304-22**

### **Supplemental Specifications (22)**

#### **14:00 STANDARDS FOR STRUCTURAL TIMBER**

##### **14:01 PART 1 – GENERAL**

###### **14:01.1 SCOPE OF WORK:**

All structural timber furnished under these specifications shall be of the kind, grade and manufacture required herein unless otherwise specified in Section 11:00.

###### **14:01.2 APPLICABLE PUBLICATIONS:**

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - Latest Edition

ASTM A36	Carbon Structural Steel
ASTM A 153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A193/m	Alloy-Steel and Stainless Steel Bolting Materials
ASTM A 307	Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
ASTM A320/m	Steel Bolting Materials for Low-Temperature Service

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA) - Latest Edition

AWPA A2	Analysis of Waterborne Preservatives and Fire Retardant Formulations
AWPA A4	Sampling Wood Preservations
AWPA A5	Analysis OF Oil-Borne Preservatives
AWPA A6	Determination of Oil-Type Preservatives and Water in Wood
AWPA A7	Wet Ashing Procedure for Preparing Wood for Chemical Analysis
AWPA C1	All Timber Products - Preservative Treatment by Pressure Processes
AWPA C2	Lumber, Timber, Bridge Ties, and Mine Ties – Preservative Treatment by Pressure Processes
AWPA C2	Piles – Preservative Treatment by Pressure Processes
AWPA C18	Standard for Pressure Treated Material in Marine Construction
AWPA M2	Inspection of Treated Timber Products
AWPA M4	The Care of Preservative-Treated Wood Products
AWPA M6	Brands Used on Forest Products

## **4304-22**

### **Supplemental Specifications (23)**

#### 14:01.3 MEASUREMENT AND PAYMENT:

All costs associated with structural timber shall be measured and paid for in accordance with Section 11:00 of the Specifications and as further specified herein.

#### 14:01.4 SUBMITTALS:

The following shall be submitted for approval by the project manager within fifteen days (15) prior to furnishing:

##### 14:01.4a Timber Preservative Inspection:

Submit the inspection report of an independent inspection agency, for approval by the Project Manager, that offered products comply with the applicable AWPAs Standards. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee.

##### 14:01.4b Delivery Inspection List:

Field inspect and submit a verification list of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the quality control markings, the species and the condition of the wood. Do not incorporate materials damaged in transport from plant to site.

#### 14:01.5 HANDLING AND STORAGE:

Handling of structural timber shall be in accordance with AWPAs M4. Close-stack treated timber and lumber material in a manner that will prevent long timbers or pre-framed material from sagging or becoming crooked. Keep ground under and within 5 feet of such piles free of weeds, rubbish, and combustible materials. Protect materials from weather. Handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect timber and hardware from damage.

### **14:02 PART 2 PRODUCTS**

#### 14:02.1 MATERIALS:

##### 14:02.1a Timber:

## **4304-22**

### **Supplemental Specifications (24)**

Unless otherwise specified in Section 11:00 or on the project plans, structural timber shall be solid sawn lumber and timbers of stress-rated Southern Pine or Douglas Fir-Larch, with a minimum stress rating of 1550 psi, and identified by the grade mark of a recognized association or independent inspection agency using the specific grading requirements of an association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used. The Contractor shall use commercial grade lumber for secondary members such as decking, joists and railings.

All preservative treatments shall comply with the applicable AWP Standards.

Fabricate lumber and timbers before preservative treatment. Each piece of treated lumber or timber shall be branded, by the producer, in accordance with AWP M6.

#### **14:02.1b     Spliced Timber:**

Spliced timber will not be accepted.

#### **14:02.1c     Creosote Treatment:**

The use of creosote treated lumber will not be permitted.

#### **14:02.1d     CCA/ACA:**

When specifically called for in Section 11:00 or on the project plans, structural timber shall be preservative treated with chromated copper arsenate (CCA) or ammoniacal copper arsenate (ACA) with a minimum net retention of 2.5 pounds per cubic foot in accordance with AWP C1 and C2 for CCA treated timber.

#### **14:02.1e     Hardware:**

Unless otherwise specified in Section 11:00 or on the project plans, all hardware including bolts, nuts and washers shall be marine grade stainless steel conforming to ASTM A193/A320, Grade B8M - Class 1 Type 316, Cut Thread.

All washers shall be round heavy dock washers. Provide bolts with washers under nut and head. Nuts shall be heavy hex type.

All other hardware and accessories shall be marine grade stainless steel Type 316.

#### **14:02.1f     Galvanized Steel Hardware (Only When Specified):**

When specifically called for in Section 11:00 or on the project plans, all

## **4304-22**

### **Supplemental Specifications (25)**

hardware including bolts, nuts and washers shall be zinc-coated (hot-dip galvanized) carbon steel conforming to ASTM A307.

All washers shall be Ogee type. All threads shall be cut prior to galvanizing. Provide bolts with washers under nut and head. Nuts shall be heavy hex type.

Spikes and nails shall be zinc-coated and conform to AISI 1010 or 1020 steel.

All zinc coating (hot-dip galvanizing) shall conform to ASTM A 153.

## **14:03      PART 3 EXECUTION**

### **14:03.1      CONSTRUCTION:**

Cut, bevel, and face timbers prior to plant preservative treatment. Provide protective equipment for personnel fabricating, field treating, or handling materials treated with creosote or water-borne salts.

#### **14:03.1a      Framing:**

Cut and frame lumber and timber so that joints will fit over contact surface. Secure timbers and piles in alignment. Open joints are unacceptable. Shimming is not allowed.

Bore holes for bolts with a bit the same diameter as the rod or upset, whichever is larger.

Bore holes for lag screws in two parts. Make lead hole for shank the same diameter as shank. Make lead hole for the threaded portion approximately two-thirds of the shank diameter.

Bore holes in small timbers for boat or wire spikes with a bit of the same diameter or smallest dimension of the spike to prevent splitting. Counterbore for countersinking wherever smooth faces are indicated or specified.

#### **14:03.1b      Timberwork:**

If the timber is CCA treated, field treat in accordance with AWWA M4. Immediately after pile or post tops are cut off, protect pile or post top with several heavy applications of the same preservative used to treat the pile or post, or else copper naphthenate solutions containing a minimum of 2 percent copper metal may be used with treated products. Seal ends with a heavy application of coal-tar pitch or other appropriate

## **4304-22**

### **Supplemental Specifications (26)**

sealer.

Paint depressions or openings around bolt holes, joints, or gaps including recesses formed by counterboring, with preservative treatment used for timber; and after bolt or screw is in place, fill with hot pitch or a bitumastic compound.

#### **14:03.1c     Fastening:**

All timber and hardware shall be installed in the locations and methods as indicated on the project plans. Bolts shall be installed with a variation of not more than 1/2 their diameter in the horizontal or vertical alignment.

Provide bolts having sufficient additional threading to provide at least 3/8-inch per foot thickness of timber for future re-tightening. All bolts shall be drawn up to provide full grip and tension without breaking or crushing the timber fiber under the washers. Open joints are unacceptable. Shimming is not allowed.

No blocks, shims and/or multiple washers will be allowed to make up space in non-threaded areas of the bolts. Should this occur, the contractor shall have additional threads cut onto the bolt as required.

Bolts shall be re-tightened prior to final acceptance of this contract. Cut all threaded ends of the bolts 1-inch from the nut after final tightening.

In order to prevent loosening all nuts shall be secured to bolt using a stainless steel weld, unless the hardware is hot dip galvanized, in which the bolts shall be notched or otherwise upset.

#### **14:03.2d     Tolerances:**

All timber and hardware shall be installed in the locations and methods as indicated on the project plans. Bolts shall be installed with a variation of not more than 1/2 their diameter in the horizontal or vertical alignment.

Any and all timber not manufactured and/or constructed of the sizes, dimensions and/or in the locations or within the tolerances of the project plans and specifications shall be corrected at the Contractor's expense by removing the said timber and replacing with new.

Any and all hardware including bolts and accessories not constructed within the tolerances of the project plans and specifications shall be removed and corrected at the Contractor's expense by removing the

**4304-22****Supplemental Specifications (27)**

misaligned hardware, replacing all damaged timber(s) and/or pile(s), and re-installing hardware in the correct alignment.

-- End of Section 14:00 --



## **4304-22**

### **Supplemental Specifications (28)**

#### **18:00      IMPORTED BEACH SAND**

#### **18:01      PART 1 – GENERAL**

##### **18:01.1      SCOPE OF WORK:**

Unless otherwise specified in Section 11:00, all sand furnished under these specifications shall be of the kind, grade and manufacture for beach restoration and beach nourishment purposes; all in strict accordance with the Project Plans and Specifications.

##### **18:01.2      APPLICABLE PUBLICATIONS:**

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - Latest Edition

ASTM D 422              Particle-size Analysis of Soils

MUNSELL SOIL COLOR CHART - Latest Edition

##### **18:01.3      MEASUREMENT AND PAYMENT:**

All costs associated with imported beach sand shall be measured and paid for in accordance with Section 11:00 of the Specifications and as further specified herein.

##### **18:01.4      SUBMITTALS:**

##### **18:01.4a      Quarry/Borrow Site:**

The Contractor shall notify the Project Manager of the name and the location of the site from which he proposes to furnish sand accompanied by an actual 1,000 cubic centimeter sample of the proposed sand, accompanied by the quarry's certified material analyses, to the Project Manager for review and approval at least ten (10) days prior to conducting any testing and analysis required under Sub-section 18:02.2b.

The Project Manager reserves the right to inspect said site(s) and select representative sample specimens of sand for additional testing.

The Contractor shall notify the Project Manager of the name and the location of the site from which he proposes to furnish sand at least 45 days prior to any sand being furnished under this contract.

The Project Manager reserves the right to inspect said site(s) and select representative sample specimens of sand for additional testing.

## **4304-22**

### **Supplemental Specifications (29)**

The Contractor shall submit scale certification records for all scales utilized on the project as required under these Specification and in accordance with New Jersey's Weights and Measures. Scale certification shall be required for any scale used to weigh material for this project, both at the quarry and on the project site (if applicable).

#### **18:01.4b     Quality Test Results:**

All applicable test results from an approved testing organization attesting that the sand to be used in the work is of the kind, grade and manufacture required by these specifications shall be submitted to the Project Manager for review and approval within thirty days (30) prior to furnishing.

All applicable test results, including grain size analysis and Munsell Color Determination and physical sand sample(s) as required above shall be submitted to the Project Manager for review immediately following sampling and analysis (in no case to exceed 48-hours).

#### **18:01.4c     Qualification of Testing Laboratory:**

All applicable certifications demonstrating that the testing laboratory conducting the soil analysis is qualified to perform said work shall be submitted to the project manager for review and approval prior to commencing any soil testing or analysis.

#### **18:01.4d     Delivery Records:**

Field inspect and submit all material weight records and transport receipts / tickets to the Project Manager or his/her representative on a DAILY basis.

### **18:02     PART 2 PRODUCTS**

#### **18:02.2     IMPORTED BEACH SAND:**

##### **18:02.2a     General:**

All fill material shall be clean medium sand (0.45mm - 0.75mm) as classified by the Wentworth scale and shall match the gradation and color (hue and value within one chroma according to the Munsell Soil Color Chart) of the surrounding sands.

At any time a visual inspection by the Department of fill materials indicates non-conformance with these specifications, sand filling operations shall be ceased until results from additional testing indicates otherwise.

## **4304-22**

### **Supplemental Specifications (30)**

#### **18:02.2b     Sampling, Testing and Acceptance:**

The acceptability of fill material will be determined by comparing the results of the particle-size analysis and soil color classification of the proposed fill and the existing ("native") surrounding sands.

The particle-size (grain-size / gradation) analysis must be performed by a certified testing facility and in strict conformance with ASTM D 422. The soil color classification shall be conducted by the same facility and shall evaluate hue, value & chroma in accordance with the Munsell Soil Color Chart System.

##### **1. Testing & Analysis of Existing ("native") Surrounding Sands:**

The testing & analysis described above shall be conducted at the limits of the project site and at intervals not to exceed 500 linear feet parallel to the shoreline in order to determine the existing color and gradation of the native sands.

##### **2. Testing & Analysis of Proposed Sand Fill:**

The testing & analysis described above shall be conducted of the proposed fill material at the proposed borrow site in order to determine the acceptability of the proposed fill material.

The analyses described in #'s 1 and 2 above shall be conducted thirty (30) days prior to commencement of filling activities.

The results of the analyses conducted, accompanied by an actual 1,000 cubic centimeter sample of each material sampled (native & proposed), shall be submitted to the Project Manager for review immediately following sampling and analysis.

At any time that visual inspection of the fill materials indicate non-conformance with these specifications, operations shall be ceased, and additional samples shall be taken and tested within 48-hours at the Contractor's expense. No additional sand shall be imported until results from additional testing indicates compliance and has been approved by the Project Manager.

#### **18:02.2c     Non-Conformance of Materials:**

In the event the sample fails to pass the required tests, the Contractor, at his/her discretion, may perform subsequent tests of the same proposed fill material at their own expense. The Project Manager shall be notified of the results of all additional laboratory tests performed. If additional testing continues to demonstrate non-conformance with these Specifications, the Contractor shall locate and propose an alternate borrow site with conforming materials for approval by the Project Manager.

## **4304-22**

### **Supplemental Specifications (31)**

Satisfactory Contractor documentation or laboratory test results on sand samples will not constitute approval of all sand in the quarry or borrow area, and will not in any way change the Contractor's responsibility for obtaining, developing, and maintaining a satisfactory source of sand.

Throughout the duration of this contract, the Division may sample and test sand delivered to the site and proposed for use. No contract extension will be granted for specified submittal and testing time or delays incurred because materials failed to meet the specification requirements. Sand failing to meet specified requirements will be removed from the construction site at no additional cost to the State. No sand shall be placed by the Contractor until sand has been met all requirements of this specification and has approved by the Project Manager.

The Contractor shall furnish waybills and delivery tickets for each load of all sand delivered to the site.

### **18:03      PART 3 EXECUTION**

#### **18:03.1      PLACEMENT OF SAND**

Imported sand shall be placed and shaped to the construction template lines, grades, and elevations shown on the drawings. There shall be no pronounced ridges or wash holes in the final grades and slopes unless otherwise indicated.

Placement of sand fill shall not deviate from the grade lines and slopes indicated in the plans by more than the tolerances listed on the Project Plans or in Section 11:00, and in no case shall exceed 0.5 feet vertically, unless approved in writing by the Project Manager.

-- End of Section 18:00 --

**--End of Supplemental Specification--**

# APPENDIX B:

# SOIL BORINGS

## APPENDIX C:

# FEMA Best Practices for Lower Impact Debris Removal and Demolitions

## FEMA - BEST PRACTICES FOR LOWER IMPACT DEBRIS REMOVAL AND DEMOLITIONS New Jersey, Sandy Disaster Response (Version 3.7- 6/11/13)

- **Desktop Review:**

- o Prior to any soil disturbing activities all properties will be reviewed using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI qualified archaeologist to avoid impacting the known site.

- **General Approach to Minimize Impact to Soil:**

- o When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.
- o The Applicant will ensure, to the fullest extent possible, that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).
- o Excavation and burial of debris on site is not permitted, except where noted below.

- **Activity Specific Guidelines:**

- o *Woody Debris Removal (including Rootballs):*

- The Applicant will ensure, to the fullest extent possible, that the removal of uprooted trees, limbs and branches from public rights of way, public area and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.
- Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.
- Chipping and disposal of woody debris by broadcasting within existing rights-of-way.
- Removal of uprooted trees and woody debris from the following areas DOES require additional historic review. (Cemeteries, Battlegrounds, Historic landscapes, Historic parks, Undisturbed ground, and Historic districts (but not along public rights-of-way)).

- o *Filling Voids*

- Any voids which require filling because they are a "health and safety issue" will be filled with fill from an approved, established source.

- o *Surface Grading and Site Clean-Up*

- The Applicant will ensure, to the fullest extent possible, that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).

- o *Demolition*

- *Foundation Removal*

- The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

- *Slab/Driveway/Sidewalk Removal*

- The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within one (1) foot of the slab/driveway/sidewalk perimeter and will not excavate more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.

- *Oil Tank Location/Removal*

- The Applicant will ensure, to the fullest extent possible, that approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant will inform, to the fullest extent possible, landowner's of best practice guidelines for oil tank removal and they are made aware of the NJDEP spill hotline and state regulations for contamination remediation. Best practices for tank removal would be to use smaller machines with approximately two (2) foot wide buckets for excavation to reduce potential soil disturbance.

#### *Septic Tanks*

- The Applicant will ensure, to the fullest extent possible, that fill required in the decommissioning of septic tanks is from an approved, established source.

*o If the building or structure has been destroyed by the event and there are remaining Structural Features or Utilities that Require Removal, then:*

- Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
- Shearing off of the ground-surface is strongly encouraged so that further soil disturbance is minimized.

#### **• Treatment of Unanticipated Discoveries:**

##### *o Archaeological Materials/Human Remains*

- If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains the Applicant will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the Applicant will immediately inform the New Jersey State Historic Preservation Office SHPO and FEMA (also the local law enforcement, county corner/medical examiner and county OEM representative for human remains, in accordance with applicable New Jersey SHPO and state guidelines) of the discovery for further guidance. The Applicant will ensure that the Contractor does not proceed with work in the areas of concern until FEMA staff has completed consultation with the (SHPO) and other interested parties, as necessary.
- To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

**FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.**

**FEMA and the State Historic Preservation Office (SHPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Best Practices For Lower Impact Debris Removal and Demolitions for FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.**



## DEPARTMENT OF THE ARMY PERMIT

### PERMITTEE AND PERMIT NUMBER:

New Jersey Department of Environmental Protection  
Blue Acres Program  
Attn: Ms. Fawn McGee  
428 East State Street  
P.O Box 420, Mail Code 501-01  
Trenton, New Jersey 08625

CENAP-OPR-2018-00318-95

### ISSUING OFFICE:

Department of the Army  
U.S. Army Corps of Engineers, Philadelphia District  
Wanamaker Building - 100 Penn Square East  
Philadelphia, Pennsylvania 19107-3390

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

### PROJECT DESCRIPTION:

Construct five (5) 50.0-foot long by 24.0-foot wide by 5.0-feet high pyramid-shaped, nearshore, low-profile, uniform, submerged rock breakwaters (stone size ranging from 100-230 lbs.). Each breakwater shall be set on tensor matting and sited approximately 75.0-linear feet seaward of the plane of Mean Low Water (MLW). The base of each breakwater shall be set approximately 2.0-feet below the plane of MLW at elevation -5.0-feet NAVD88, with a crest elevation at approximately Mean Tide Level (MTL) (0.0-feet NAVD88).

Install two (2) 12.0-inch diameter timber aid to navigation pilings and one (1) ice break/aid to navigation dolphin comprised of three (3) 12.0-inch diameter timber pilings.

Replace in-place and extend an existing, deteriorated 70.0-linear foot timber wing wall by 80.0-linear feet seaward (northward) into Delaware Bay. The wing wall shall be comprised of timber sheeting and twenty-three (23) 12.0-inch diameter timber pilings.

Complete grading and plantings of cordgrass (*Spartina sp.*) and native dune grasses along the Money Island shoreline where beneficially re-used dredged material was placed under DA Permit Number NAP-2020-00403-95.

The breakwaters, pilings, and wing wall shall all be marked in accordance with U.S. Coast Guard requirements. All work is to be completed in accordance with the enclosed plan(s).

PROJECT LOCATION:

Money Island, Downe Township, Cumberland County, New Jersey; Latitude: 39.282405, Longitude: -75.239195.

PERMIT CONDITIONS:

General Conditions:

1. The time limit for completing the work authorized ends on **31 December 2031**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans identified as E-1 through E-10: all entitled "NAP-2018-00318-95", and all dated 29 July 2021.
2. Construction activities shall not result in the disturbance or alteration of greater than 0.15-acres

of Waters of the United States.

3. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
4. This office shall be notified at least 10 days prior to the commencement of authorized work by completing and signing the attached *Notification/Certification of Work Commencement Form*. This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the attached *Notification/Certification of Work Completion/Compliance Form*. All notifications required by this condition shall be in writing and shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.
5. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. To protect Red Knot (*Calidris canutus rufa*) habitat, work activities shall NOT be performed between 15 April and 15 June of any given calendar year.
7. Plantings shall include native species only, with no plantings on the seaward slope of the dune.

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- ☒ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- ☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ☐ Section 103 of the Marine Protection, Research and Sanctuaries Act.

2. Limits of this authorization.

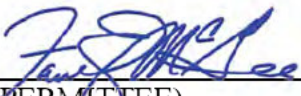
- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.

- d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
(PERMITTEE)

9/23/2021  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

**Todd A. Schaible** Digitally signed by  
Todd A. Schaible  
Date: 2021.09.29  
11:29:17 -04'00'

(District Engineer)

Todd A. Schaible

Chief, Regulatory Branch

September 29, 2021  
(DATE)

for: Ramon Brigantti, P.E.  
Lieutenant Colonel, Corps of Engineers  
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEE)

\_\_\_\_\_  
(DATE)



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATERSHED & LAND MANAGEMENT  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/dep/landuse



## PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date  
8/19/21

Expiration Date  
8/18/26

**Permit Number(s):**

0604-21-0006.1 LUP210001

**Type of Approval(s):**

CZGP24 Habitat Creation/Restoration  
Water Quality Certificate

**Enabling Statute(s):**

N.J.A.C. 7:7-1.1(a)

**Permittee:**

New Jersey Department of Environmental Protection  
Blue Acres Program  
501 East State Street  
Trenton, NJ 08625

**Site Location:**

Money Island Shoreline/Beach Habitat Restoration  
**Municipality:** Downe Township  
**County:** Cumberland County  
**Block/Lot:** [3: 8-31], [4:1&2]

**Description of Authorized Activities:**

The shoreline/beach habitat restoration project is located at the Money Island, NJDEP Superstorm Sandy Blue Acres Buyout Programs site located within Downe Township, Cumberland County. The project consists of the beneficial use of 34,000 cy of dredged material (75% sand or greater) from the adjacent Nantucket Creek navigation channel to rebuild the beach face, berm and dune to restore the area for horseshoe crab spawning and red knot foraging habitat. The beach restoration project also consists of the construction of five nearshore low-profile rock breakwaters and to replace and extend a wing wall along the beach area as shown on the approved plans.

All construction shall conform to the requirements, conditions and limitations of this permit and all approved drawings.

This permit is authorized under and in compliance with the Rules on Coastal Zone Management, N.J.A.C. 7:7-1.1 et seq., as amended through July 8, 2021.

This authorization includes the issuance of a Water Quality Certificate pursuant to Section 401 of the federal Water Pollution Control Act (33 USC 1251 et seq.).

The Department has determined that the herein approved activities meet the requirements of the (FHACA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring within their community's Special Flood Hazard Area is compliant with the local Flood Damage Prevention Ordinance, and minimum NFIP standards, regardless of any state-issued permits. FEMA requires communities to review and permit all proposed construction or other development within their SFHA in order to participate in the NFIP.

**Prepared by:**

Suzanne U. Biggins

**Received and/or Recorded by  
County Clerk:**

If the permittee undertakes any regulated activity authorized under a permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the permit and all conditions therein.

**This permit is not valid unless authorizing signature appears on the last page.**

## STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake the Money Island Shoreline and Beach Habitat Restoration Project. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-2.1; N.J.A.C. 7:7-2.1; N.J.A.C. 7:7A-2.1.

## SPECIAL CONDITIONS:

1. **Timing:** Placement of removal of rubble, placement of sand and building of rock revetment and wing wall replacement is prohibited during the time of year specified below, to minimize adverse effects to marine fisheries. These timing restrictions apply to any given year under the term of the permit.

Aquatic Resource	Prohibited Period
Horseshoe Crab (eggs)	May 1 through August 1st
Terrapin nesting	May 15 <sup>th</sup> through August 31
Anadromous Fish	March 1 <sup>st</sup> though June 30 <sup>th</sup>
Osprey	April 1 <sup>st</sup> through August 31 within 300 feet of active nest near Money Island Marina

2. For placement of sand via hydraulic pipeline, the following BMPS must be used to the greatest extent practicable during the operation:
  - Use of a diffuser plate
  - Concentration of solids in pipeline effluent stream shall be maximized.
  - The rate of flow in the slurry being transported shall be the minimum necessary.
  - Velocity at the slurry discharge point shall be the minimum necessary.
  - Slurry shall be placed below the water surface as near as possible to the fill surface without re-suspending previously placed material.
  - Direct slurry discharge such that it is diffused horizontally instead of directly downward.
  - A filling pattern shall be established as to place material in vertical lifts as evenly as practicable across the widest possible placement area with each lift to avoid mounding.
3. Any debris that is discharged onto the beach during placement shall be managed and disposed of at a licensed facility by the designated contractor.
4. The permittee shall adequately mark the boundaries of the project within the waterway to eliminate any hazards to navigation.
5. The permittee shall comply with the monitoring conditions specified in the document entitled "Monitoring and Adaptive Management Plan" undated and prepared by Stockton University Coastal



Research Center. Any deviation from the approved plans shall be submitted to the Division for review and approval.

**STANDARD CONDITIONS:**

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.



9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and
  - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.

19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address listed on page one of this permit.

#### **APPROVED PLANS:**

The drawings hereby approved are as follows:

Seven (7) sheets entitled “NJDEP, BLUE ACRES PROGRAM, HABITAT RESTORATION, MONEY ISLAND, DOWNE TWP, CUMBERLAND COUNTY, NJ” dated May 25, 2021, unrevised, and prepared by J. Richard Weggel, P.E. of Stockton University, Coastal Research Center, and consisting of:

- “OVERVIEW MAP”, Sheet 1 of 7 sheets
- “TEMPLATE CROSS SECTIONS”, Sheet 2 of 7 sheets
- “BREAKWATER OVERVIEW”, Sheet 3 of 7 sheets
- “REEF CROSS SECTIONS”, Sheet 4 of 7 sheets
- “BREAKWATER DETAIL”, Sheet 5 of 7 sheets

- “WINGWALL CROSS SECTION”, Sheet 6 of 7 sheets
- “DUNE DETAIL”, Sheet 7 of 7 sheets

In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request an adjudicatory hearing within 30 calendar days after public notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Adjudicatory Hearing Request form. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the form is available through the Division's website at [http://www.nj.gov/dep/landuse/download/lur\\_024.pdf](http://www.nj.gov/dep/landuse/download/lur_024.pdf). In addition to requesting a hearing, a request may be filed with the Department's Office of Dispute Resolution to determine whether the matter is suitable for mediation. Information concerning the dispute resolution process is available at [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr). If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Approved By:

**Colleen Keller**

Digitally signed by Colleen Keller  
Date: 2021.08.19 14:09:47 -04'00'

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Colleen Keller, Assistant Director  
Division of Land Resource Protection

C: Municipal Clerk, Downe Township, [downtwpclerk@comcast.net](mailto:downtwpclerk@comcast.net)  
Municipal Construction Official, Downe Township, [downtwpclerk@comcast.net](mailto:downtwpclerk@comcast.net)

Mr. Steven Hafner  
Stockton University Coastal Research Center  
30 Wilson Avenue  
Port Republic, New Jersey 08241  
[Steven.hafner@stockton.edu](mailto:Steven.hafner@stockton.edu)



# FEMA

U.S. Department of Homeland Security  
NJ Sandy Recovery Office  
FEMA-4086-DR-NJ  
260 Industrial Way West  
Eatontown, NJ 07724

## Memorandum

**To:** Claude Hyacinthe, Mitigation Branch Director

**From:** Robert J. Lore, Environmental Planning and Historic Preservation Branch Director

**Date:** August 18, 2015

**RE:** National Environmental Policy Act (NEPA) Compliance Review for 57 Private Property Acquisition and Demolition Activities in Downe Township– HMGP List Provided on February 25, 2015

FEMA has completed its NEPA compliance review for 57 HMGP locations. Locations and specified undertakings at those locations were provided by Sandy Blick on February 25, 2015 for properties located in Downe Township. **To date, this memorandum provides verification of NEPA compliance for 57 of 57 proposed HMGP locations and associated undertakings submitted by Hazard Mitigation to EHP for review. Those HMGP locations or acquisitions and undertakings that have received verification of NEPA compliance are listed in Table 1 (below).**

Municipality	Number	Street	Type of Work
Downe Twp.	102	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	104	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	108	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	110	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	114	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	116	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	118	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	120	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	122	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	124	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	134-136	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	138	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	142	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	144	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	146	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	148	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	150	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	152	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	154	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	156	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	158	Bayview Road	HMGP Acquisition/Demolition

Downe Twp.	160	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	162	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	164	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	173	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	175	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	177	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	179	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	180-182	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	181	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	183	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	184	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	186	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	188	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	192	Bayview Road	HMGP Acquisition/Demolition
Downe Twp.	202	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	204	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	206-212	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	206-212	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	214	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	216	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	218	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	220	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	222	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	224	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	226	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	228	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	232	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	234	Nantuxent Drive	HMGP Acquisition/Demolition
Downe Twp.	236-238	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	244	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	246	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	248	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	250	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	306	E. Nantuxent Dr	HMGP Acquisition/Demolition
Downe Twp.	N/A	E. Nantuxent Dr	HMGP Acquisition/Demolition

**Table 1: 57 HMGP locations in Downe Township – EHP review complete.**

This Memorandum provides verification of NEPA compliance for those properties and specified undertakings specified in Table 1 only. Properties provided by Hazard Mitigation but not listed in this Table require further NEPA compliance reviews. EHP is currently in the process of completing these reviews and final clearance for the remaining properties will be issued through separate Memorandum.



## **ANALYSIS & CONCLUSIONS:**

### **National Environmental Policy Act (NEPA) and Other Environmental Laws**

The properties in Table 1 have been determined to be Categorically Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). A Record of Environmental Consideration has been attached to document compliance with all other Federal Laws and Executive Orders. Any conditions required to remain in compliance with all federal, state, and local laws regarding HMGP activities are noted in the below conditions section.

### **National Historic Preservation Act (NHPA)**

The properties listed in Table 1 above have been reviewed in accordance with Section 106 of the National Historic Preservation Act.

For standing structures (above ground historic properties), it has been determined that none of the properties in Table 1 are listed in or eligible for listing in the National Register of Historic Places.

For archaeological resources (below ground historic properties), Green Acres agreed to adhere to the Best Practices for Lower Impact Debris Removal and Demolitions on June 21, 2013. FEMA and the New Jersey State Historic Preservation Office (SHPO) are in agreement that the effects of demolition and debris removal activities do not have to be determined for historic properties of an archaeological nature if the Applicant and the Applicant's contractor adhere to the Best Practices mentioned above.

FEMA has also determined that there are no previously recorded archaeological sites in the HMGP locations listed in Table 1 and therefore will not require archaeological monitoring for any HMGP locations. However, FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with the Best Practices for Lower Impact Debris Removal and Demolitions.

## **CONDITIONS**

- **Failure to comply with any of these conditions or Best Practices for Lower Impact Debris Removal and Demolition may jeopardize the Applicant's receipt of federal funding.**
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- To the extent practicable, encroachment on wetlands and waterways must be avoided during demolition activities. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. The applicant will include these conditions in instructions to the demolition contractor.

- Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (*i.e.* asbestos, lead-based paint) or household hazardous waste.
- Applicant must comply with all applicable district solid waste management plans, solid waste and recycling regulations.
- Endangered Species Act & Migratory Bird Treaty Act: 1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10th 2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area. 3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990. 4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.
- Clean Water Act: Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA. 2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC). 3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.
- Coastal Zone Management Act & Section II: B: E.O11990 Wetlands: Applicant must follow conditions and reporting requirements of all permits. 1. If work is being done above the mean high water line, a CAFRA Individual Permit will be required. 2. If work is below the mean high water line, a Waterfront Development Individual Permit will be required. 3. If work is in mapped coastal wetlands, a Coastal Wetlands Permit is required.
- Magnuson - Stevens Fishery Conservation & Management Act: 1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek. 2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction). 3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project. 4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.
- Resource Conservation and Recovery Act: Solid and hazardous waste including, but not limited to, asphalt for driveways, roof shingles, sheetrock, lead paint and asbestos materials must be properly handled and disposed in a waste disposal facility approved by the State.

- E.O.11990 Wetlands: The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
- Follow all conditions and stipulations laid out in the Best Practices for Lower Impact Debris Removal and Demolition dated June 11, 2013 and agreed upon by the New Jersey State Historic Preservation Office on June 21, 2013 (SHPO project # 13-1256).
- Follow all conditions and stipulations laid out in the Record of Environmental Compliance.

#### **ATTACHMENTS**

- **See Record of Environmental Consideration, Downe Twp., Cumberland Co., 8/17/15**



## **Record of Environmental Consideration**

See 44 Code of Federal Regulation Part 10.

**Project Name/Number:** 57 properties located on Bayview Road and Nantuxent Drive, referenced in NEPA Compliance Memo dated 8/17/15

**Project Location:** Downe Township, Cumberland County, New Jersey 08345

**Project Description:** Hazard Mitigation Grant Program (HMGP) Acquisitions

### **Documentation Requirements**

- ☐ No Documentation Required **(Review Concluded)**
- ☐ **(Short version)** All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. **(Review Concluded)**
- ☒ **(Long version)** All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

### **National Environmental Policy Act (NEPA) Determination**

- ☐ Statutory Exclusion from NEPA review. **(Review Concluded)**
- ☒ Categorical Exclusion - Category XII Type
- ☒ No Extraordinary Circumstances exist.
- Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Extraordinary Circumstances exist (See Section IV).
- ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Environmental Assessment required. See FONSI for determination, conditions and approval.
- ☐ Environmental Assessment required. See FONSI for determination, conditions and approval.

**Comments:** Acquisition of properties, associated demolition/removal, and the restoration of the aforementioned land is from a willing seller. The buyer coordinated the acquisition planning with affected authorities and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices.

## Reviewer and Approvals

FEMA Environmental Reviewer

Name: Allison Shiffner

Signature Allison Shiffner Date 8/17/15

FEMA Historic Reviewer

Name: Cindy Thomack, Historic Preservation Specialist

Signature Cindy Thomack Date 8/17/15

FEMA Environmental and Historic Preservation Branch Director

Name: Emily L. Hodecker for Robert J. Lore

Signature Emily L. Hodecker For Robert J. Lore Date 8/18/2015

## I. Compliance Review for Environmental Laws (other than NEPA)

### A. National Historic Preservation Act

- ☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**  
☐ Applicable executed Programmatic Agreement. May 2, 2013 Otherwise, conduct standard Section 106 review.  
☐ Activity meets Programmatic Allowance #  
Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**

### HISTORIC BUILDINGS AND STRUCTURES

- ☐ No historic properties 50 years or older in project area. **(Review Concluded)**  
☒ Building or structure 50 years or older in project area and activity not exempt from review.  
☒ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments  
☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)  
☐ Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

### ARCHEOLOGICAL RESOURCES

- ☐ Project affects only previously disturbed ground. **(Review Concluded)**  
☒ Project affects undisturbed ground.  
☐ Project area has no potential for presence of archeological resources  
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**  
☒ Project area has potential for presence of archeological resources  
☒ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required ☒ Yes (see section V) ☐ No **(Review Concluded)**  
☐ Determination of historic properties affected  
☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).



- Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Adverse Effect Determination . (FEMA finding/ SHPO/THPO concurrence on file)
- ☐ Resolution of Adverse Effect completed. (MOA on file)
- Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

*Comments:* FEMA finds and the SHPO concurs there are no historic properties located within the Area of Potential Effect (APE) of this project. See attached correspondence H2015-072 dated 08/10/2015. Consultation under Section 106 of the National Historic Preservation Act is concluded. See attached Best Practices for Lower Impact Debris Removal & Demolition concurrence dated June 21, 2013.

*Conditions:*

*Correspondence/Consultation/Reference:* SHPO Concurrence letter dated 08/10/2015

## B. Endangered Species Act

- ☐ No listed species and/or designated critical habitat present in the action area. **(Review Concluded)**
- ☒ Listed species and/or designated critical habitat present in the action area.
- ☐ No effect to species or designated critical habitat. (See comments for justification) **(Review Concluded)**
- ☒ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**
- ☐ Likely to adversely affect species or designated critical habitat
- ☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* FEMA, in consultation with the United States Fish and Wildlife Service (USFWS), has determined the proposed undertaking is not likely to adversely affect federally listed or candidate species or designated critical habitat when recommended conservation measures are followed. See attached correspondence dated 06/29/2015.

*Conditions:*

1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10<sup>th</sup>
2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area.
3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.

*Correspondence/Consultation/Reference:* USFWS Concurrence Letter Dated 6/29/15

## C. Coastal Barrier Resources Act

- ☒ Project is not located in Coastal Barriers Resource System or Otherwise Protected Area.
- ☐ Project does not affect a coastal barrier within the COBRA System (regardless of in or out) **(Review Concluded)**
- ☐ Project is located in a coastal barrier system and/or affects a coastal barrier. (FEMA determination/USFWS consultation on file)
- ☐ Proposed action an exception under Section 3505.a.6? **(Review Concluded)**
- ☐ Proposed action not excepted under Section 3505.a.6.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:*

*Correspondence/Consultation/References:*

## D. Clean Water Act

- ☐ Project site located outside of and would not affect any waters of the U.S. **(Review Concluded)**
- ☒ Project site located in or would affect waters, including wetlands, of the U.S.

- ☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**  
☒ Project requires Section 404/401/10 permit, including qualification under Nationwide Permits.  
Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* The activity described in the scope of work may be authorized by the existing US Army Corps of Engineers (USACE) Nationwide Permits #22 and #27. The sub grantee shall contact U.S. Army Corps of Engineers, Philadelphia District, Regulatory Branch at 100 Penn Square East Wanamaker Building Philadelphia, PA 19107 or (215) 656-6728, for project specific requirements. The sub grantee shall comply with USACE application and reporting requirements and comply with all conditions of the permit.

*Conditions:*

1. Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA.
2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC).
3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.

*Correspondence/Consultation/References:* Email Correspondence with Sam Reynolds, Chief, Application Section II, Regulatory Branch, Philadelphia District, United States Army Corps dated 6/25/15

## E. Coastal Zone Management Act

- ☐ Project is not located in a coastal zone area – **(Review concluded)**  
☒ Project is located in a coastal zone area and/or affects the coastal zone  
☐ State administering agency does not require consistency review. **(Review Concluded)**  
☒ State administering agency requires consistency review.  
Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Per NJDEP Division of Land Use Regulation, the proposed undertaking will require a CAFRA Individual Permit for work above the mean high water line, a Waterfront Development Individual Permit for work below the mean high water line, and a Coastal Wetlands Permit for work in mapped coastal wetlands. Applicant must contact NJDEP, Division of Land Use Regulation, to obtain required permits before starting work.

*Conditions:* Applicant must follow conditions and reporting requirements of all permits.

*Correspondence/Consultation/Reference:* Email correspondence with Kara Turner, Department of Land Use, New Jersey Department of Environmental Protection, on 7/22/15

## F. Fish and Wildlife Coordination Act

- ☒ Project is not located in or affects a waterway/body of water. **(Review Concluded)**  
☐ Project affects, controls, or modifies a waterway/body of water.  
☐ Coordination with USFWS conducted  
☐ No Recommendations offered by USFWS. **(Review Concluded)**  
☐ Recommendations provided by USFWS.  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* This law is not applicable.

*Correspondence/Consultation/References:*

## G. Clean Air Act

- ☒ Project will not result in permanent air emissions. **(Review Concluded)**  
☐ Project is located in an attainment area. **(Review Concluded)**  
☐ Project is located in a non-attainment area.  
☐ Coordination required with applicable state administering agency..  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:*

*Correspondence/Consultation/References:*

## H. Farmlands Protection Policy Act

- ☒ Project does not affect prime or unique farmland. **(Review Concluded)**



- ☐ Project causes unnecessary or irreversible conversion of prime or unique farmland.
- ☐ Coordination with Natural Resource Conservation Commission required.
- ☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

### I. Migratory Bird Treaty Act

- ☐ Project not located within a flyway zone. **(Review Concluded)**
- ☒ Project located within a flyway zone.
- ☐ Project does not have potential to take migratory birds. **(Review Concluded)**
- ☒ Project has potential to take migratory birds.
- ☒ Contact made with USFWS
- Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

Comments: FEMA, in consultation with the United States Fish and Wildlife Service (USFWS), has determined the proposed undertaking is not likely to adversely affect federally listed or candidate species or designated critical habitat when recommended conservation measures are followed. See attached correspondence dated 06/29/2015.

Conditions:

1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10th
2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area.
3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.

Correspondence/Consultation/References: USFWS Concurrence Letter dated 6/29/15

### J. Magnuson-Stevens Fishery Conservation and Management Act

- ☐ Project not located in or near Essential Fish Habitat. **(Review Concluded)**
- ☒ Project located in or near Essential Fish Habitat.
- ☐ Project does not adversely affect Essential Fish Habitat. **(Review Concluded)**
- ☒ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
- ☐ NOAA Fisheries provided no recommendation(s) **(Review Concluded)**.
- ☒ NOAA Fisheries provided recommendation(s)
- ☐ Written reply to NOAA Fisheries recommendations completed.
- Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: Pursuant to the Magnuson Stevenson Fisheries Conservation and Management Act, in consultation with the National Oceanic and Atmospheric Agency/National Marine Fisheries Service (NOAA/NMFS) dated August 12<sup>th</sup> 2015, FEMA has determined that the undertaking is not likely to adversely affect any species or designated critical habitat when the conservation measures listed in the attached correspondence are performed.

Conditions:

1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek.
2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction).
3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project.
4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.

Correspondence/Consultation/References: Email correspondence with Karen Green, Fisheries Biologist, Habitat Conservation Division, National Marine Fishery on 8/12/15

## K. Wild and Scenic Rivers Act

- ☒ Project is not along and does not affect Wild or Scenic River - **(Review Concluded)**  
☐ Project is along or affects Wild or Scenic River  
☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.**  
(NPS/USFS/USFWS/BLM consultation on file)  
☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

## L. Other Relevant Laws and Environmental Regulations

### 1. Resource Conservation and Recovery Act (RCRA)

*Conditions:* Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (i.e. asbestos, lead-based paint) or household hazardous waste.

### 2. State Hazardous Materials and Solid Waste Laws

*Comment:* Work involves removal, staging, transporting, and/or disposal of debris.

*Conditions:* Applicant must comply with all applicable district solid waste management plans, solid waste and recycling regulations.

## II. Compliance Review for Executive Orders

### A. E.O. 11988 - Floodplains

- ☐ Outside Floodplain and No Effect on Floodplains/Flood levels - **(Review Concluded)**  
☒ Located in Floodplain or Effects on Floodplains/Flood levels  
☐ No adverse effect on floodplain or can be adversely affected by the floodplain. **(Review Concluded).**  
☒ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**  
☐ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment  
☐ 8 Step Process Complete - documentation on file  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Property acquisition, removal of structures, and the restoration of the aforementioned land to open space, will restore the floodplain's natural and beneficial functions and values.

Correspondence/Consultation/References:

### B. E.O. 11990 - Wetlands

- ☐ Outside Wetland and No Effect on Wetland(s) - **(Review Concluded)**  
☒ Located in Wetland or effects Wetland(s)  
☒ Beneficial Effect on Wetland - **(Review Concluded)**  
☐ Possible adverse effect associated with constructing in or near wetland  
☐ Review completed as part of floodplain review  
☐ 8 Step Process Complete - documentation on file  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

*Comments:* Per NWI/NJDEP project is located in or adjacent to a wetland. Property acquisition and removal of the structure will allow land to be returned to open space; thus restoring its natural and beneficial functions.

*Conditions:* The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.



Correspondence/Consultation/References:

### C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

- ☒ No Low income or minority population in, near or affected by the project - **(Review Concluded)**  
☐ Low income or minority population in or near project area  
☐ No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**  
☐ Disproportionately high or adverse effects on low income or minority population  
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:

Correspondence/Consultation/References:

### III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:

Correspondence/Consultation/References:

### IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

\* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

#### Yes

- ☐ (i) Greater scope or size than normally experienced for a particular category of action  
☐ (ii) Actions with a high level of public controversy  
☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;  
☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;  
☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;  
☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;  
☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;  
☐ (viii) Potential for adverse effects on health or safety; and  
☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.  
☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

## **V. Environmental Review Project Conditions**

### **Standard Conditions**

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

### **Special Conditions**

1. Section I: B: Endangered Species Act & Section I: I Migratory Bird Treaty Act: 1. Work shall not take place during the spring or fall migratory stop over periods of the red knot, May 1st – June 10<sup>th</sup> 2. Work shall not take place between March 15th – July 31st to protect migratory birds that may be nesting in the area. 3. The applicant shall ensure best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990. 4. If any of the above conditions cannot be adhered to, the applicant, or the applicant's contractor, shall contact the US Fish and Wildlife Service, NJ Field Office, at (609) 646-9310, prior to the start of repairs/construction. Documentation of this coordination must be provided to FEMA.
2. Section I: D – Clean Water Act: Applicant must submit copies of applicable pre-construction notification to USACE/NJOEM/FEMA. 2. In order for the applicable Nationwide Permit to be valid, each NWP requires project specific issuance of a Section 401 Water Quality Certification (WQC). 3. In order for the applicable Nationwide Permit to be valid, each NWP requires a Coastal Zone Consistency Determination by NJDEP's Department of Land Use.
3. Section I: E: Coastal Zone Management Act & Section II: B: E.O.11990 Wetlands: Applicant must follow conditions and reporting requirements of all permits. 1. If work is being done above the mean high water line, a CAFRA Individual Permit will be required. 2. If work is below the mean high water line, a Waterfront Development Individual Permit will be required. 3. If work is in mapped coastal wetlands, a Coastal Wetlands Permit is required.
4. Section I: J: Magnuson – Stevens Fishery Conservation & Management Act: 1. If from uplands, in-water work in the areas within and at the mouth of the creek should be avoided from 3/1 to 6/30 to allow the migration of anadromous fish into the creek. 2. If the work is being done from the water, in-water work should wait until after 9/15 to avoid affecting the sandbar shark pupping (4/15 to 9/15 seasonal restriction). 3. The Township should contact NJDEP's Bureau of Shellfisheries to ensure that no shellfish leases will be affected by the project. 4. To protect horseshoe crabs, debris removal should be avoided from 4/15 to 6/30. If dredging is involved, the timing restriction should be extended to 9/30 for horseshoe crabs.
5. Section I: L: Resource Conservation and Recovery Act: Solid and hazardous waste including, but not limited to, asphalt for driveways, roof shingles, sheetrock, lead paint and asbestos materials must be properly handled and disposed in a waste disposal facility approved by the State.
6. Section II: B: E.O.11990 Wetlands: The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.



## **VI. Archaeological Review Project Conditions**

### **Special Conditions**

1. If potential historic properties are encountered during project implementation, the contractor shall cease all ground-disturbing activities and contact FEMA at 732-804-9269 and the New Jersey Historic Preservation Office at 609-292-0061.
2. If potential human burials or skeletal remains are encountered, all ground disturbing activities in the vicinity shall cease immediately. The potential burial shall be left in place unless imminently threatened by human or natural displacement. Reversible actions such as careful obscuring and/or securing the burial(s) through backfilling of soils or other means shall be undertaken. FEMA at 732-804-9269 and the New Jersey Historic Preservation Office at 609-292-0061 shall be contacted immediately.
3. The applicant is required to notify FEMA of the method of access to each site and identify the location for all associated staging areas prior to the commencement of demolition activities.



## State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
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PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ANDREW J. BRUCK  
*Acting Attorney General*

PATRICK J. CALLAHAN  
*Colonel*

August 16, 2021

*via email*

Ms. Fawn Z. McGee  
Director Blue Acres Program  
New Jersey Department of Environmental Protection  
PO Box 420  
Trenton, New Jersey 08625

**Re: FEMA-HMGP-DR4086-NJ-533 – NJDEP – Downe Township, Cumberland County – Acquisition and Demolition Project – Time Extension Approval**

Dear Ms. McGee:

New Jersey Office of Emergency Management (NJOEM) has received your letter dated, August 13, 2021, requesting a time extension for the acquisition and demolition project funded under HMGP-DR4086-NJ-533. The Federal Emergency Management Agency (FEMA) has given authorization to NJOEM to extend the Activity Completion Timeline until June 22, 2022. All other requirements and conditions contained in the Subgrant Agreement and related FEMA approval letters will remain in effect through the completion of this project.

If you have any questions regarding this correspondence, please contact me at (609) 462-9088 or at [Sylvia.Hastry@njsp.org](mailto:Sylvia.Hastry@njsp.org). Thank you for your continued support of New Jersey's Hazard Mitigation Program.

Sincerely,

FOR COLONEL PATRICK J. CALLAHAN

Sylvia Hastry  
Hazard Mitigation Grant Specialist  
NJ Office of Emergency Management

SH/sh



*"An Internationally Accredited Agency"*

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Payroll Certification for Public Works Projects  
for Contractor and Subcontractor’s Weekly and Final Certification

Name of <input type="checkbox"/> Contractor or <input type="checkbox"/> Subcontractor			Business Address		Project Name	
Payroll No.			Date Wages Due & Paid		Contract I.D. or Project I.D.	
Week Ending Date			Project Location		Contractor Registration #	
or <input type="checkbox"/> Final Certification						

**SUBMIT** form by  
email: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)

**IMPORTANT:** For purposes of law, you must *also* submit this form to the appropriate public body or lessor.

1.  Employee Name and Address	2. Work		3. Demographics			Straight Time or Overtime	4. Day and Date							5.  Total Hours	6.  Hourly Rate of Pay	7.		8.						9.  Net Wages Paid for Week	10.  Total Fringe Benefit Cost/Hour	
	Job Title  <i>e.g., apprentice, journeyman, foreman</i>	Work Classification/ Occupational Category  <i>e.g., carpenter, mason, plumber</i>	<u>Sex</u>  <i>M Male F Female X Non-Binary</i>	<u>Race</u>  <i>See Key</i>	<u>Ethnicity</u>  <i>H Hispanic N Non-Hispanic</i>		SU	MO	TU	WE	TH	FR	SA			Gross Amt. Earned		Deductions					Total Deductions			
							mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd			This Project	This Week	FICA	Withholding Tax							
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**KEY** **W**= White; **B**= Black or African American;  
**A**= Asian; **N**= American Indian or Native Alaskan;  
**I** = Native Hawaiian or Pacific Islander; **M**= 2 or More

⬇ Please complete page 2 ⬇

☐ Check if additional sheets used



NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL ENGINEERING  
CODE OF ETHICS FOR VENDORS

**Introduction**

The New Jersey Department of Environmental Protection Division of Coastal Engineering (NJDEP-DCE) considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDEP-DCE must avoid all situations where proprietary or financial interests or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public thus compromising the integrity of the NJDEP-DCE.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A 52:13D-12 et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be attached to every contract and agreement to which the NJDEP-DCE is a party. It shall be distributed to all parties who presently do business with the NJDEP-DCE and, to the extent feasible, to all those parties anticipating doing business with the NJDEP-DCE.

**NJDEP Code of Ethics for Vendors**

1. No vendor\* shall employ and NJDEP officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDEP officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDEP officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or



her official duties. In addition, officers or employees of the NJDEP will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

*Note: This section would permit an NJDEP officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).*

*Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.*

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

**This code is intended to augment, not to replace, existing administrative order and the current Department Code of Ethics.**

**\*Vendor** is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDEP.

---

Phil Murphy  
Governor

Sheila Y. Oliver  
Lt. Governor

Shawn M. LaTourette  
Commissioner



January 2019



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

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

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

SHAWN M. LATOURETTE  
*Commissioner*

Date: December 9, 2021

To: All Interested Bidders

Re: **Clarification #1**  
MONEY ISLAND SHORELINE RESTORATION  
NJDEP DIVISION OF COASTAL ENGINEERING  
PROJECT NUMBER 4304-22

This clarification is being issued to the contract for the advertisement of the Money Island Shoreline Restoration, Township of Downe, New Jersey as advertised on November 26, 2021.

The attached clarification statement is intended to answer all questions the Division has received from prospective bidders by the contactor question deadline on December 7, 2021 set forth in the specifications. Please reference the attached:

a. 4304-22\_Clarification#1\_Q&A

Please note that security protocols have changed at 1510 Hooper Avenue, Toms River, NJ 08753. All bidders must enter through the main entrance located in the front of the building (Hooper Ave.) and check in at the security desk. A DCE staff member will be stationed at the security desk to receive all official submissions. All bidders must adhere to Social Distancing protocols as listed within Section 3:10 of the Contract Specification and Project Advertisement.

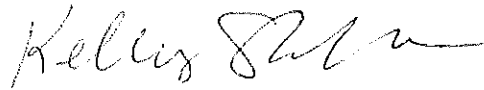
The Bid Date for this project **shall remain Friday, December 17, 2021 at 10:00AM (prevailing time)**. Except as amended in Clarification No. 1, all other terms and conditions of the Project Plans and Specifications remain the same.

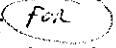
Submit bids for this work with the understanding and full consideration of this clarification. The revisions declared in this clarification shall supersede the Specifications and Project Plans and are an essential part of the contract. Please note that a signed copy of the "Acknowledgement of Receipt of Changes to Bid Document Form" is attached and must accompany your bid submission to be deemed complete, indicating receipt of this clarification issued for this solicitation. Failure to include this form in your bid package shall show cause for dismissal of said bid.



This clarification is being distributed to all current plan-holders via email only. If you fail to receive the twenty-eight (28) pages [Cover Letter (2-pgs), Clarification #1 Question and Answer (1-pg), Bayview Avenue bridge inspection report (24-pgs) and Acknowledgement Form (1-pg)] of this Clarification No. 1, please contact Andrew McTague at [andrew.mctague@dep.nj.gov](mailto:andrew.mctague@dep.nj.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Erick Doyle", with a stylized flourish at the end.

Erick Doyle, Manager   
Division of Coastal Engineering  
Climate & Flood Resilience

Attachments:

4304-22\_Clarification#1\_Q&A (1 page)

Bayview Avenue over Division Gut 2020 Insp Report (24 pages)

Acknowledgement of Receipt Form (1 page)



**NJDEP Project #4304-22**  
**Money Island Shoreline Restoration Project**  
**Clarification #1: (Q&A) - 12/9/2021**

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1. Where was the steel sheeting previously used at?

**A: The PZC-26 steel sheets were previously installed adjacent to the Sea Bright Beach Pavilion in Sea Bright, NJ. They were installed in 2016 to serve as interim storm surge protection prior to the construction of the permanent stone seawall. Once the seawall was constructed in 2018 the steel sheets were subsequently removed at that time and stored at the Bayshore Floodgate Facility in Union Beach, NJ.**

2. How likely is it for options to be awarded on this project?

**A: The award of options will be dependent on whether state and federal resource agencies allow for relaxation in timing restrictions, which DCE is currently pursuing with the agencies. However, this is NOT guaranteed and still contingent on further review. The decision to award options will be assessed after bids have been received.**

3. What is the load rating on the Bayview Rd bridge?

**A: See attached Bridge Re-Evaluation Survey Report dated July 22, 2020 for load rating data. Contractor shall still be responsible for verifying structural stability of the bridge and repairing any damage as a result of their operations. Contractor is highly encouraged to visit the site and inspect the bridge prior to bid.**

4. What type of coating has been pre-purchased for the sheeting?

**A: 112 gallons of Amercoat 240 “Buff” Part A Resin and 28 gallons of Part B Hardener has been pre-purchased for the project and stored at the Bayshore Floodgate Facility along with the steel sheeting.**

5. Can the bid date be extended one week?

**A: The bid date will remain December 17<sup>th</sup>, 2021, at the prevailing time of 10:00 AM.**

6. Can you please release the CAD files for the drawings?

**A: The AutoCAD plan files will be provided to the Contractor during the time of contract award. The Division will not be releasing them before contract award.**

7. There is a discrepancy between the specifications and NJDEP permit regarding the Osprey buffer distance. The specifications indicate 300 meters, while the permit indicates 300 *feet*. Please clarify.

**A: The 300 *foot* distance outlined in the permit is a misprint. The Contractor shall adhere to 300 meter buffer from all active Osprey nests during the seasonal timeframe of April 1 – August 31.**



COUNTY OF CUMBERLAND, NEW JERSEY  
CUMBERLAND COUNTY ENGINEER  
800 EAST COMMERCE STREET  
BRIDGETON, NJ 08302



## **BRIDGE RE-EVALUATION SURVEY REPORT**

**STATE STRUCTURE NO. 0600029**

**COUNTY STRUCTURE NO.**

**Bayview Road over Division Gut**

**Downe Township**

**CUMBERLAND COUNTY**

**CYCLE No. 13**

**JULY 22, 2020**

NOTE: This Bridge Re-Evaluation Report  
shall be filed immediately after the  
12th Cycle Inspection Report.

Prepared By:



ENGINEERS, P.C.  
3700 Route 27, Suite 101  
Princeton, NJ 08540

## **TABLE OF CONTENTS**

	<b><u>PAGE NUMBER</u></b>
STRUCTURAL DATA	13-1
CONCLUSIONS/RECOMMENDATIONS	13-2
STRUCTURE INVENTORY AND APPRAISAL	13-4
ELEMENTS	13-13
LOAD RATING SUMMARY	13-14
SKETCHES	13-19
PICTURES	13-23
FIELD NOTES	13-33
PRIORITY REPAIRS	13-56
NJDOT FCM CHECKLIST	13-61
UNDERWATER INSPECTION REPORT 2020	13-62

**N.J.D.O.T.**  
**STRUCTURAL EVALUATION AND BRIDGE MANAGEMENT**  
**BRIDGE RE-EVALUATION SURVEY REPORT**

**CYCLE NO. 13**

**STRUCTURAL DATA:**

Bridge No.:	0600029	Year Built:	1930	Widened/Rehab:	1996
County Structure No.:		Length:	000030 ft	Width:	017.5 ft
Route No.:	00000	Date of this Evaluation:	07/22/2020		
Mile Point:	0000.000	By:	M08 - MP Engineering P.C.		
Municipality:	0604 - Downe Township	Date of Previous Evaluation:	07/25/2018		
County:	011 - CUMBERLAND COUNTY	By:	G11 - Gibson Assoc.		
Name:	Bayview Road over Division Gut	FCM/ PH Inspection		Dates	
		FCM By:			
Structure Type:	Three Span, Galvanized Continuous Steel Multi Girder	P/H By:			
		Date of Underwater/Fathometric Inspection:		09/09/2020	
		By:	W.J. Castle P.E. and Associates, P.C.		
		Date of Special Testing:			
		Date of Elec./Mech. Inspection (Level: II):			
Special Equipment Used:	Small boat [See Photo(s): 20]	Scour Critical:	Yes		

**WORK DONE:** South deck joint has been repaired with asphalt concrete.


**OVERALL PHYSICAL CONDITION:** The structure is in satisfactory condition due to the condition of the superstructure and substructure.

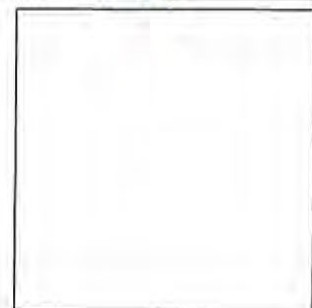
**OVERALL CONDITION (ITEM 67):** 6 - Equal to present minimum criteria

**Inspection Team Leader:** Manish Khanal, P.E.  
**Certifying Engineer:** Mahendra Patel, PE  
**N.J. P.E. Number:** 24GE04426200

**Initials:** Mk

I certify that this report is an accurate description of the subject structure, to the extent determinable by visual inspection and testing performed.

Signature:   
Date: 11/5/21



## **CONCLUSIONS AND RECOMMENDATIONS:**

The overall condition of the structure is satisfactory due to condition of the superstructure and substructure.

The deck is in satisfactory condition due to the moderate rippling throughout the deck and a few asphalt patched potholes in the top of deck, center span. The underside of deck steel flooring has minor to moderate corrosion throughout with a few areas of minor delamination. Also, there is a deep spall of 30" wide x 3" deep with exposed rebar in the north deck joint. See Photo(s) 7, 9, 10, 11, 13

The approach roadway is in satisfactory condition due to the settlement of up to 3" at the north approach and moderate corrosion of the northeast guiderail. See Photo(s) 10, 12

The superstructure is in satisfactory condition due to moderate corrosion and paint failure throughout the steel girder bottom flanges. See Photo(s) 7, 13, 15

The substructure is in satisfactory condition due to the moderate deterioration with up to 1/2" awl penetration and up to 1" gaps between the timber sheets at both of the pier bents with no loss of fill observed. The pier bent piles also exhibit minor checks and splintering up to 1/4" deep. The south pier bent cap is rotating towards the south by 1 1/4" off the vertical axis. Also, the southwest wingwall is rotating towards the north. See Photo(s) 8, 14, 16, 17. See Underwater Report 2020.

Since the previous inspection the condition of the structure has generally remained the same.

This bridge does not contain any fracture critical members.

This bridge is not posted for a restricted load limit. Based on current field observation and the load ratings computed in 2015 in Cycle 10, the operating ratings are higher than the legal loads, therefore load posting is not warranted.

Based on the Stage II In-Depth Scour Evaluation final result dated March 2006 and as per the bridge scour evaluation program revised database provided by NJDOT (May 2007) the bridge was found to be scour critical. The total estimated depth of scour at the north and south abutments are found to be below the elevation of the pile ends; therefore Item 113 remains coded as 3. The current inspection revealed no exposed or undermined footing. The scour countermeasure recommendation made in the Stage II report is as follows and is considered a 'Major Recommendation':

1. Provide riprap filled wire baskets between both abutments for the entire width of the stream bed to a depth of 9" below the existing streambed.

30' x 17.5' x \$69/SF \$36,225 (SAY 37,000)

2. Site Access Cost (Lump Sum) \$138,000

Total Cost \$175,000

The counter measure cost is from NJDOT Cost Guide for "2008 memorandum cost" and is escalated by 3% per year.

An underwater inspection was performed by W.J. Castle P.E. & Associates on September 09, 2020, revealed the overall condition of the underwater components of the structure is satisfactory due to the substructure. Based upon our probing of the channel bottom material adjacent to the substructure and our



Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

review of prior reports, the bridge appears to have minor scour problems at this time. In addition, we recommend a Type-2 Underwater Inspection of the bridge be performed on a 2 year interval and a visual inspection after a significant storm events since the bridge is considered scour critical.

Based on Memorandum dated May 15, 2018, Structurally Deficient (SD<sub>2018</sub> or SD or poor) definition, this bridge is not Structurally Deficient or Functionally Obsolete bridge.

We recommend that the following priority repair(s) be made to retard further deterioration, preserve the structural integrity of the bridge, improve safety and extend its useful life:

Priority #2 Repairs:

Location and defects: The South bent pile cap is rotated towards the south 1 1/4" out of plumb. Note: Large container trucks and heavy equipment now use this bridge due to ongoing work south of the bridge.

Proposed work: 1. Reset the rotated south bent pile cap.

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **1 - STRUCTURAL DATA**

### **IDENTIFICATION**

8 Structure No.: 0600029 M82 County Bridge No.: M83 Municipal Bridge No.:  
(AB) Name: Bayview Road over Division Gut  
1 State Code: 2 Highway Agency District: DISTRICT 03 (SOUTH)  
(1A) State Code 34 - New Jersey 4 Place Code: 18220 - Downe (Township of)  
(1B) Region Code 2 - Region 2 - New York/New Jersey  
3 County Code: 011 - CUMBERLAND COUNTY (A) Town: 0604 - Downe Township  
5A Inventory Route (On/Under): I: Route carried "on" the structure 9 Location: JUNCTION WITH CO RT 643  
5B Inventory Route Signing Prefix: 5 - CITY STREET  
5C Level of Service: 0 - None 11 Mile Point: 0000.000  
5D Inventory Route Number: 00000 (AA) Inventory Route: 9006 - Cumberland County  
5E Directional Suffix: 0 - NOT APPLICABLE (FV) Inventory Route Milepoint:  
6 Features DIVISION GUT (AC) Non-Inventory Feature: WW: Roadway and/or railroad over waterway  
Intersected:  
7 Facility BAYVIEW ROAD (AD) Adm. Juris. Non- 1: State  
Carried by Inv Feature:  
Structure: (AE) Alternate Agency:  
16 Latitude: 391658.01 (AF) Alternate Structure Number:  
17 Longitude: -751416.26 98 Border Bridge Code:  
M84 Latitude (Degrees): 39.28278 (98AA) State Code:  
M85 Longitude (Degrees): -75.23785 (98AB) Region Code:  
(98B) % Resp.:  
99 Border Bridge Structure Number:

M142 GPS Location: Southeast Corner

### **CLASSIFICATION**

21 Maintenance Responsibility: 02 - County Highway Agency 26 Func. Class. of Inv. Route: 09 - Rural - Local  
M94 Maint. Resp.: Cumberland County 37 Historical Significance: 5 - Not eligible  
22 Owner: 02 - County Highway Agency M91 On/Off System: 0  
M93 Owner: Cumberland County M96 Comments  
M95 Ownership Resolved: Ownership:  
101 Parallel Structure Designation: N - No parallel structure (BB) Orphan Bridge:  
103 Temporary Struct. Designation: (BP) Bridge Demolition:  
104 Highway System of Inv. Route: 0 - Structure/Route is NOT on NHIS (CP) Federal Report: \_ - Highway carrying NBIS bridges included in reports to FHWA  
112 NBIS Bridge Length: Yes (CR) Off-Route Bridge: N  
Agency Admin. Area: (FX) Federal Error Cannot be Corrected:

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **STRUCTURE TYPE AND MATERIAL**

43A Main Span Material: 4 - Steel continuous  
 43B Main Span Design: 02 - Stringer/Multi-beam or Girder  
 44A Approach Span Material:  
 44B Approach Span Design:  
 45 Number of Main Spans: 003  
 46 Number of Approach Spans: 0  
 (AJ) Type of Slope Protection:

(AK) Type of Abutment: 05: Timber - Bulkhead

(AL) Type of Pier: 05: Timber Pile Bent

(AT) Special Material 1:

(AT) Special Material 2:

(AU) Additional Structure Type 1:

(AU) Additional Structure Type 2:

Fracture Critical Details: Z - None - No fracture critical details

*M143 Structure Type Primary:*

*M144 Structure Type Secondary:*

*M97 Struct. Mat.  
Type Desc:*

107 Deck Structure Type: 6 - Corrugated Steel

108A Wearing Surface: 6 - Bituminous

108B Membrane: 2 - Preformed Fabric

108C Deck Protection: 0 - None

(AV) Widened Structure Type:

1st Widened Material:

1st Widened Design:

2nd Widened Material:

2nd Widened Design:

## **AGE AND SERVICE**

27 Year Built: 1930

28A Lanes On Structure: 01

28B Lanes Under Structure: 00

106 Year Reconstructed: 1996

42A Type of Service On: 1 - Highway

42B Type of Service Under: 5 - Waterway

## **GEOMETRIC DATA**

32 Approach Roadway Width (w/ shoulders): 016 ft

33 Bridge Median: 0 - No median

34 Skew: 00 deg

35 Structure Flared: 0 - No flare

*M98 Str. is Standalone or Connected:*

*M99 Length of Portion Included: ft*

*M101 Total Structure Opening: ft<sup>2</sup>*

*M145 Design Vertical Inside  
Opening: ft*

*M146 Available Vertical Inside -  
South or West End: ft*

*M147 Available Vertical Inside -  
North or East End: ft*

48 Length of Maximum Span: 0020 ft

49 Structure Length: 000030 ft

*M141 Effective CoMBIS Width: ft*

50A Left Curb/Sidewalk Width: 00.0 ft

50B Right Curb/Sidewalk Width: 00.0 ft

51 Bridge Roadway Width, Curb-to-Curb: 015.9 ft

52 Deck Width, Out-to-Out: 017.5 ft

(AM) Depth of Fill over Structure: 00.0 ft

Total length: 30 ft

Deck Area: 525 ft<sup>2</sup>

## **NAVIGATION DATA**

38 Navigation Control: 0 - No navigation control on waterway (bridge permit not required)

39 Navigation Vertical Clearance: 000 ft

40 Navigation Horizontal Clearance: 0000 ft

111 Pier/Abutment Protection:

116 Min. Nav. Vertical Clearance under Lift Bridge: ft

(AP) Fender System:



Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

### **UTILITIES AND APPURTENANCES**

(HA) Bridge Noise Barrier:

Type of Material 1:  
Type of Material 2:  
Barrier Height 1:           ft  
Barrier Height 2:           ft

(AO) Utilities:

Utilities 1:  
Utilities 2:  
Utilities 3:  
Utilities 4:

Sign Structures:

(GS) Overhead Sign Structure:  
(GT) Cantilever Sign Structure:

(GU) Fascia Mounted Sign Structure:

### **RAILROAD**

(BC) USRA Code:  
(BE) Rail Milepost:

(BD1) Rail On:  
(BD2) Rail Under:

### **TEMPORARY STRUCTURES**

(GV) Bridge:  
(GW) Shoring:  
(GZ) Cond. Desc.:

(GY) Measures:  
(GX) Repairs:

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **2 - LOAD RATING AND POSTING**

Load Rating Review Recommended: ☐

41 Posting Status: A - Open

31 Design Load: 5 - HS 20

(CG1) Posted Load Type:

(CG2) Posted Load Limit: **tons**

(A1) Speed Limit Posting: **mph**

Load Rating Engineer: Fredrick Shue

70 Posting: 5 - Equal to or above legal loads

Rating Date 01/30/2015

(BK) Overstress %:

(CH1) Load Rating/Posting Combo: L: Load Factor Rating

(CH2) Load Rating/Posting Combo: **tons**

(AN) Plans Available: Yes, plans are readily available.

65 Inventory Rating Method: 1 - Load Factor (LF)

63 Operating Rating Method: 1 - Load Factor (LF)

66 Inventory Rating: 48.0 **tons**

64 Operating Rating: 80.0 **tons**

RATING (TONS)			RATING FACTOR		
Type	Inventory	Operating	Type	Inventory	Operating
HL93:	( ) 48	( ) 80	HL93:	(CW) 1.09	(CX) 1.41
H15/H20:	(BQ) 34	(CA) 57	H15/H20:	(BQ2) 2.26	(CA2) 2.93
HS20:	(BR) 48	(CB) 80	HS20:	(BR2) 1.70	(CB2) 2.20
3:	(BS) 47	(CC) 79	3:		(CC2) 1.91
NJ3S2:	(BT) 72	(CD) 120	NJ3S2:		(CD2) 1.90
3-3:	(BU) 93	(CE) 156	3-3:		(CE2) 2.32
Military:	(BV)	(CF)	Military:	(BV2)	(CF2)
SU4:	(BW) 44	(CS) 73	SU4:		(CS2) 1.65
SU5:	(BX) 46	(CT) 77	SU5:		(CT2) 1.55
SU6:	(BY) 51	(CU) 85	SU6:		(CU2) 1.49
SU7:	(BZ) 57	(CV) 94	SU7:		(CV2) 1.48

## **ALTERNATE LOAD RATINGS**

Alt. Design Load:

Alt. Rating Date

Alt. Inventory Rating: **tons**

Alt. Operating Rating: **tons**

Type	Inventory	Operating	Posting	Inventory	Operating
HL93:	( )	( )			
H15:	( )	( )	Truck 1:		
HS20:	( )	( )	Truck 2:		
3:	( )	( )	Truck 3:		
NJ3S2:	( )	( )			
3-3:	( )	( )			
Military:	( )	( )			

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **3A - INSPECTION INFORMATION**

### **APPRAISAL ITEMS**

Structurally Deficient/Functionally Obsolete: ND

Sufficiency Rating: 83.1

67 Structural Evaluation: 6 - Equal to present minimum criteria

70 Bridge Posting: 5 - Equal to or above legal loads

68 Deck Geometry: 7 - Better than present minimum criteria

71 Waterway Adequacy: 7 - Slight Chance of Overtopping Bridge

69 Underclearances, Vertical & Horizontal: N - Not applicable

72 Approach Roadway Alignment: 6 - Equal to present minimum criteria

### **EXISTING BRIDGE CONDITION**

58 Deck: 6 - Satisfactory Condition (minor deterioration)

(BA) Approach Roadway Condition: 6: Satisfactory Condition - more significant defects such as large spalls, severe settlements (1" to 2") or major collision damage to guide rails. Moderate amounts of slope embankment erosion.

59 Superstructure: 6 - Satisfactory Condition (minor deterioration)

60 Substructure: 6 - Satisfactory Condition (minor deterioration)

61 Channel/Channel Protection: 7 - Bank protection needs minor repairs

62 Culvert: N - Not Applicable

113 Scour Critical Bridge: 3 - Foundations unstable for scour conditions

63 Operating Rating Method: 1 - Load Factor (LF)

64 Operating Rating: 80.0 tons

65 Inventory Rating Method: 1 - Load Factor (LF)

66 Inventory Rating: 48.0 tons

### **CONDITION REMARKS**

Deck Distress/Unrepaired Spalls:

ft<sup>2</sup>

#### **(BF) Deck:**

1. H: Det. asphalt overlay
2. S: Exposed rebars
3. T: Asphalt patched spalls
- 4.
- 5.

#### **(BG) Superstructure:**

1. A: Mod/severe rusting
2. 4: Rusted bearings
3. Z: Other
- 4.
- 5.

#### **(BH) Substructure:**

1. F: Pile deterioration
2. N: Movement of substructure
3. Z: Other
- 4.
- 5.

#### **(BI) Channel:**

- 1.
- 2

#### **(BJ) Culvert:**

- 1.
- 2

### **HIGHWAY SAFETY/FENCING**

36A Bridge Rail: 0 - Does not meet acceptable standards/safety

(AG) Type of Bridge Rail: 18: None of the types above

36B Transition: 0 - Does not meet acceptable standards/safety

(AH) Height of Bridge Rail: 3.25 ft

36C Approach Rail: 0 - Does not meet acceptable standards/safety

(AQ) Chain Link Fence Height: ft

36D End Treatments: 0 - Does not meet acceptable standards/safety

(FN) Fencing Warranted: NO - Conditions DO NOT warrant chain link

(FO) Pedestrian Traffic Fencing Status: N: Not applicable or fencing is not

(FP) Fencing Improvement Cost: \$

### **SCOUR EVALUATION**

\*113 Scour Critical Bridge: 3 - Foundations unstable for scour

(FA) FHWA Scour Category: 07: Scour Critical

(FB) Date of Stage 1 Scour Eval.: 3/1/1992

(FF) Date of Stage 2 Scour Eval.: 3/1/2006

(FC) Stage 1 Scour Eval. Consultant:

(FG) Stage 2 Scour Eval. Consultant: M03 - McCormick, Taylor

G03 - Gannett Fleming

(FH) Scour Critical Elements: SC Abutments

(FD) Stage 1 Scour Eval. Prioritization Category:

2 - Relatively high potential for scour damage

(FE) Stage 1 Scour Eval. Sufficiency Rating: 36.3

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

### **SCOUR COUNTERMEASURES**

(FJ) Scour Countermeasures Cost: \$ 00037

(FK) Scour Countermeasures Installed/Type:

(FL) Scour Monitoring Required/Type: A: Visual Inspection After  
Storm Events

1. A: Rock Riprap
- 2.
- 3.

(FI) Recommended Scour Countermeasures: Install stone Riprap

---

### **PROPOSED IMPROVEMENTS**

75A Type of Work: 38 - Other Structural Work

75B Work To Be Done By: 1 - Work to be done by contract

76 Length of Structure Improvement: 000030 ft

(BO) Owner's Maintenance Cost: \$

94 Bridge Improvement Cost: \$

95 Roadway Improvement Cost: \$

96 Total Project Cost: \$ 000175

97 Year of Improvement Cost Estimate: 2020

Structure No.: 0600029

Route: 9006

Cycle No.: 13

Name: Bayview Road over Division Gut

Insp. Date: 07/22/2020

**3B - INSPECTION INFORMATION****INSPECTION DATES**

Inspection Report Author: Khanal, Manish

Primary Type of Inspection: Regular Inspection

Previous Cycle Inspection Date: 07/25/2018

90 Inspection Date: 07/22/2020

91 Inspection Frequency (in months): 24

Next Inspection Date: 07/22/2022

Pontis Element Inspection Date: 07/22/2020

Pontis Element Frequency (in months): 24

Next Pontis Element Inspection Due: 07/22/2022

(AW) Date of Mechanical/Electrical inspection: 1/1/1901

(AW1) Mechanical Insp. Type:

(AW2) Electrical Insp. Type:

(AW3) Traffic Safety Insp. Type:

(AW4) Mechanical Insp. Date:

(AW5) Electrical Insp. Date:

(AW6) Traffic Safety Insp. Date:

(AW7) Movable Bridge Type:

(AX) Date of Deck Condition Survey:

M132 Confined Space Entry: No

M105 Description of  
Inspection Type:

93A FC Inspection Date:

92A FC Inspection Frequency (in months):

Next FC Inspection Date:

93B UW Inspection Date: 09/09/2020

92B UW Inspection Frequency (in months): 24

Next UW Inspection Date: 09/09/2022

UW Inspected By: W.J. Castle P.E. and Associates, P.C.

93C SI Date:

92C SI Frequency (in months):

Next SI Date:

(AR) Special Equipment: A: Small Boat (less than 16' long)

(AR) Special Equipment:

(AR) Special Equipment:

Special Inspection By:

(AS) Special Testing Type:

(AS) Special Testing Type:

(AS) Special Testing Type:

(AY) Date of Special Testing:

**PAINT CONDITIONS AND DATE**

(GD) Fascia Beam: 06: 1 - 3% Rust

(GE) Fascia Bottom Flange: 01: 50 - 100% Rust

(GF) Interior Beam: 05: 3 - 10% Rust

(GH) Interior Bottom Flange: 00: 100% Rust

(GI) Beam Ends: 06: 1 - 3% Rust

(GJ) Connections: 06: 1 - 3% Rust

(GK) Bracings: 06: 1 - 3% Rust

(GL) Bearings: 01: 50 - 100% Rust

(GM) Substructure:

(GN) Above Deck Superstructure:

(GO) Railings/Fence:

(GA) Is Painting Required? Yes: Parts of the structure require painting

(GB) Environment: 01: Rural or Industrial, Mild Exposure

(GC) Date of Current Paint Inspection: 07/22/2020

(GR) Date of Last Painting:

(GP) Remarks 1: Galvanized Steel

(GQ) Remarks 2:

**(AZ) FATIGUE DETAIL**

Location 1:

Location 3:

Location 2:

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

### **IN-DEPTH FRACTURE CRITICAL/PIN-HANGER**

(FY) Special FCM Insp. Required: ☐ (FS) FCM's Inspected:  
(FZ) Special P/H Insp. Required: ☐ (FT) Combo In-Depth Fracture Critical/Pin-Hanger Inspection:  
(FQ) Latest In-Depth FC/ Pin-Hanger Inspection Date: 1/1/1901  
(FQ1) Special FCM Insp. Date:  
(FQ2) Special P/H Insp. Date:  
(FR1) Special FCM Insp. Consultant:  
(FR2) Special P/H Insp. Consultant:

### **CYCLE DATA**

(P1) Group Number: 06C0 (BM) Federal Job Number: STP-NBIS(781)  
(P2) Work Spec Number: 06C0\_00 (BN) State Job Number: 2207027  
(CI) Cycle Number: 13 (P3) NTP Date: 07/15/2020  
(CJ) Inspection Type: R: Regular Inspection Funding Category: Federal - STP OffSystem  
(CM) Current Consultant: M08 - MP Engineering P.C (P4) State Project Manager: Nirav Patel  
(CO) Previous Consultant: G11 - Gibson Assoc. (P5) State Assistant PM: Alpha Barry  
*M87 Contract State Agreement No.:* 2020B1278A County Project Manager: Doug Whitaker  
*Agreement Modification Number:* 00 *M130 Project Name:*  
*Contract ID:* 20-50832  
*Contract Date:* 07/09/2020

### **STRUCTURE STATUS**

Bridge Status: 3 - Active  
Bridge Lifecycle Phase: 1 - Service  
Data Last Updated: 07/22/2020

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **4A - ROADWAY DATA**

### **ROADWAY IDENTIFICATION**

Roadway Name: Bayview Road  
 Bridge ID/Structure Number: 0600029 5A Position of Route (On/Under): 1: Route carried "on" the structure  
 Roadway SRI: 5B Route Signing Prefix: 5 - CITY STREET  
 NBI Roadway?: Yes 5C Level of Service: 0 - None  
 5D Route Number: 00000  
 5E Directional Suffix: 0 - NOT APPLICABLE

### **HIGHWAY NETWORKS AND SERVICE CLASSIFICATION**

11 Milepoint: 0000.000 100 STRAHNET Highway Designation: 0 - Not a STRAHNET route  
 12 Base Highway Network: Inventory Route is not on the Base Network 102 Traffic Direction: 3 - One lane bridge for 2-way traffic  
 13A LRS inventory Route: 104 NHS System: 0 - Structure/Route is NOT on NHS  
 13B Subroute Number: 105 Federal Lands Highways:  
 13R Ramp Code: 0 - Not Applicable  
 20 Toll Facility: 3 - On free road. The structure is toll-free and carries a toll-free highway. 110 Designated Truck Highway Network: Inventory route not on network  
 26 Functional Classification: 09 - Rural - Local  
 School Bus: ☐ Transit Route: ☐ Emergency Route: ☐

### **TRAFFIC DATA**

28 Number of Lanes: ON 01 UNDER 00 ADT Class: ADT Class I  
 Number of Medians: 0 29 ADT Total: 20  
 Roadway Speed Limit: 25 mph 30 Year of ADT: 2020  
 19 Bypass/Detour Length: 99 miles 114 Future ADT: 24  
 Detour Speed: 25 mph 115 Year of Future ADT: 2040  
 (FM) Incidents Reported: 109 Truck ADTT (%): 03  
 Accident Count: Rate: (FW) Estimated ADT: Yes

### **VERTICAL AND HORIZONTAL CLEARANCES**

10 Vertical Clearance: 99.99 ft 32 Approach Roadway Width: 016 ft  
 53 Minimum Vertical Clearance over Bridge: 99.99 ft 47 Inventory Route, Total Horizontal Clearance: 15.9 ft  
 54A Minimum Vertical Underclearance Ref: N - Feature not a highway or railroad 51 Bridge Roadway Width, Curb-to-Curb: 015.9 ft  
 54B Minimum Vertical Underclearance: 00.00 ft 55A Minimum Lateral Underclearance Ref: N - Feature not a highway or railroad  
 (DJ) Minimum Vertical Underclearance (including shoulders): 00.00 ft 55B Minimum Lateral Underclearance on Right: 00.0 ft  
 56 Minimum Lateral Underclearance on Left: 00.0 ft



Inspector: Manish Khanal  
 Inspection Date: 07/22/2020



Structure Number: 0600029  
 Facility Carried: BAYVIEW ROAD

NBIS Bridges Inspection Report

Element Inspection

	Environment	Total Quantity	Units	Condition State 1	Condition State 2	Condition State 3	Condition State 4
<b>30 - Steel Deck Corrugated/Orthotropic/Etc.</b>	3 - Mod.	525	sq. ft.	263	262	0	0
1000 - Corrosion		262		0	262	0	0
510 - Wearing Surfaces		525	sq. ft.	523	2	0	0
3210 - Delamination/Spall/Patched Area/Pothole (Wearing Surfaces)		2		0	2	0	0
515 - Steel Protective Coating		1050	sq. ft.	525	0	525	0
3440 - Effectiveness (Steel Protective Coatings)		525		0	0	525	0
<b>107 - Steel Open Girder/Beam</b>	3 - Mod.	150	ft.	0	150	0	0
1000 - Corrosion		150		0	150	0	0
515 - Steel Protective Coating		450	sq. ft.	0	0	405	45
3440 - Effectiveness (Steel Protective Coatings)		450		0	0	405	45
<b>216 - Timber Abutment</b>	3 - Mod.	36	ft.	0	35	1	0
1140 - Decay/Section Loss		36		0	35	1	0
<b>228 - Timber Pile</b>	3 - Mod.	20	each	0	20	0	0
1150 - Check/Shake		20		0	20	0	0
<b>235 - Timber Pier Cap</b>	3 - Mod.	36	ft.	0	0	36	0
1020 - Connection		36		0	0	36	0
<b>313 - Fixed Bearing</b>	3 - Mod.	5	each	0	5	0	0
1000 - Corrosion		5		0	5	0	0
<b>330 - Metal Bridge Railing</b>	3 - Mod.	64	ft.	52	0	12	0
1000 - Corrosion		12		0	0	12	0
515 - Steel Protective Coating		64	sq. ft.	64	0	0	0
<b>832 - Sliding Plate Bearings - Expansion/Moveable</b>	3 - Mod.	15	each	0	15	0	0
1000 - Corrosion		15		0	15	0	0
<b>843 - Timber Wingwall</b>	3 - Mod.	48	ft.	26	12	10	0
1140 - Decay/Section Loss		5		0	0	5	0
1170 - Split/Delamination (Timber)		5		0	0	5	0
1900 - Distortion		12		0	12	0	0



Structure No.: 0600029 Route: 9006 Cycle No.: 13  
Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

### **LOAD RATING SUMMARY SHEET (LRSS)**

(Form NJ-BI-101 Created 1/14/2010)

#### **Project Information:**

Group: 06C2 Agreement No.: 2012BI875F Contract ID: 13-50808 Agree/Mod No.: 1

#### **Rating Information:**

Method: LRFR: Yes LFR: Yes ASR: Yes Engineering Judgment: No  
Other (Specify): \_\_\_\_\_

Rating Date: 01/30/2015 Computer Software Used: LARS Bridge V8i Version: 5.00.06.09

Load Testing: No Cycle Rating Performed: 10 Design Load: HS20

#### **Structure Information:**

Plans Available? Yes Contract Designation: \_\_\_\_\_

Overlay? Yes Considered in Rating? Yes Type/Thickness: LMC - 1 3/4"

Section Losses? No Considered in Rating? No Item 59/62: 6

#### **For LRFR Use Only:**

Surface Roughness Factor: 1.0 Condition Factor: 1.0 System Factor: 1.0  
ADTT (one direction): 1 Resistance Factor: LARS FCM: No  
Calculated

#### **Load Rating Engineer (LRE):**

Name: Fredrick Shue, E.I.T. Firm: I.H. Engineers, P.C. Initial: \_\_\_\_\_

#### **Load Rating Reviewer (LRR) certification as per the NBIS Title 23 CFR Section 650.309(c):**

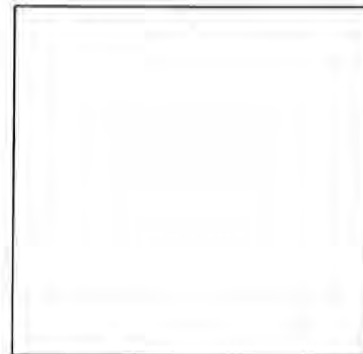
Name: Mushtaq A Nasim, P.E. N.J.P.E. No.: 24GE04799000

Firm: I.H. Engineers, P.C.

I certify that this rating is an accurate representation of the subject structure, considering all deterioration and/or changes to loading conditions, to the extent determinable by research and visual inspection and testing performed. I am charged with the overall responsibility for bridge capacity evaluation for the above mentioned structure.

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date



Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

## **LOAD RATING SUMMARY SHEET (LRSS)**

(Form NJ-BI-101 Created 1/14/2010)

### **Rating Comments:**

The load ratings were performed using LARS Bridge V8i and are taken from Cycle 10. The ratings are controlled by shear in the interior girders 01-IG002 thru 01-IG004.

The Load Factor/Working stress and LRFR ratings, computed in accordance with the FHWA directive dated November 1993, AASHTO Manual for Bridge Evaluation, 2011, as modified by NJDOT Highway Bridge Load Rating Manual and Section 43 of the NJDOT Design Manual, Bridges and Structures, are as follows:

		<b><u>Allowable Stresses (Psi)</u></b>							
<b><u>Material</u></b>	<b><u>Compressive Strength f<sub>c</sub></u></b>	<b><u>Tensile Strength</u></b>		<b><u>Yield</u></b>	<b><u>Inventory</u></b>	<b><u>Operating</u></b>			
Structural Steel				45,000	25,000	33,500			

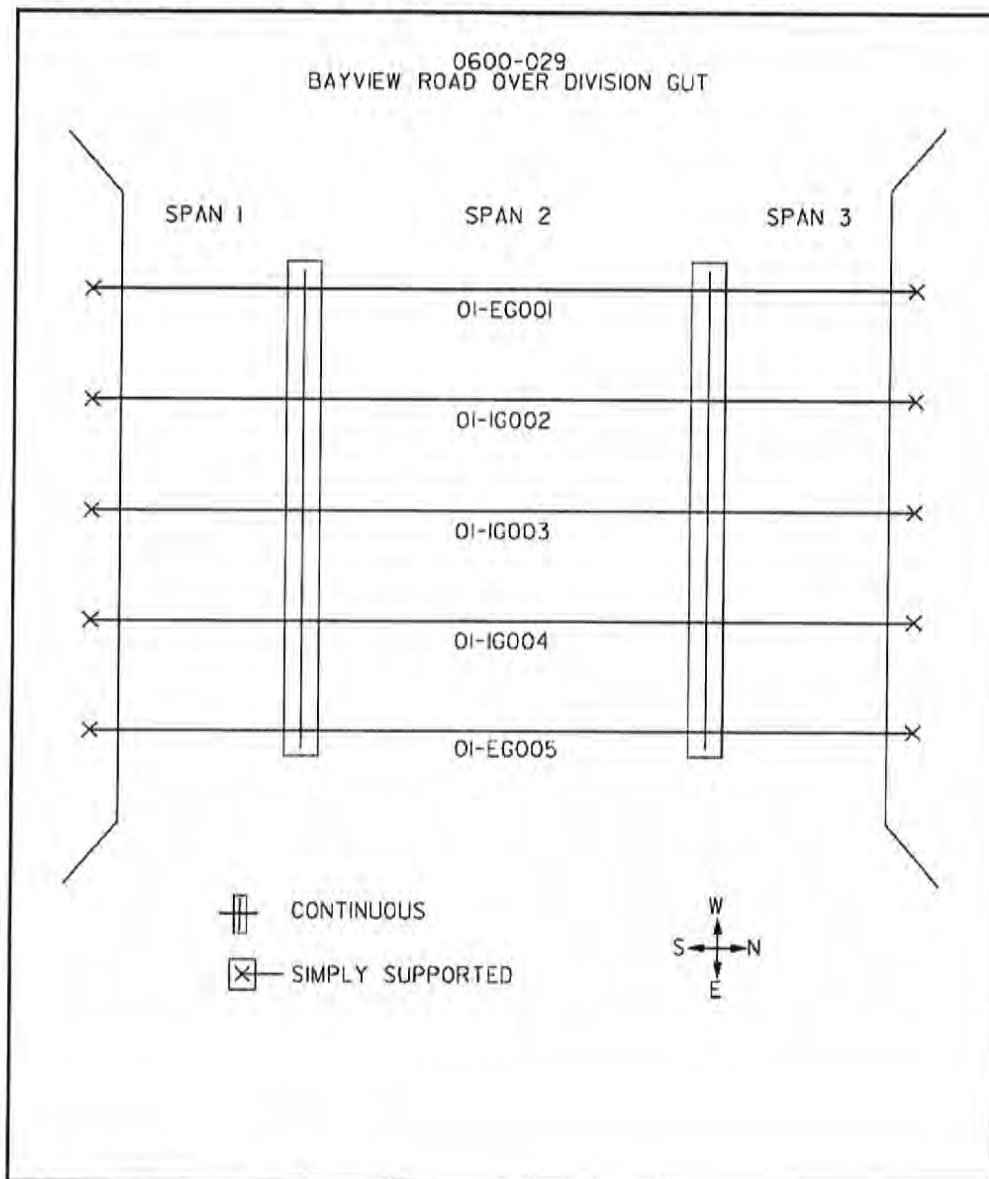
  

<b><u>Rating (Tons) / Rating Factor</u></b>										
			<b><u>Load Factor</u></b>				<b><u>LRFR</u></b>			
<b><u>Member</u></b>	<b><u>Truck Type</u></b>		<b><u>As-Built</u></b>		<b><u>As-Insp.</u></b>		<b><u>As-Built</u></b>		<b><u>As-Insp.</u></b>	
	(Tons)		<b><u>Inv.</u></b>	<b><u>Op.</u></b>	<b><u>Inv.</u></b>	<b><u>Op.</u></b>	<b><u>Inv.</u></b>	<b><u>Op.</u></b>	<b><u>Inv.</u></b>	<b><u>Op.</u></b>
Member:	HL93	NL	48	80	48	80	1.09	1.41	1.09	1.41
Interior girder 01-IG002 thru 01-IG004	H15/H20	(15T)	34	57	34	57	2.26	2.93	2.26	2.93
	HS-20	(36T)	48	80	48	80	1.7	2.2	1.7	2.2
	3	(25T)	47	79	47	79	---	1.91	---	1.91
	NJ3S2	(40T)	72	120	72	120	---	1.90	---	1.90
	3-3	(40T)	93	156	93	156	---	2.32	---	2.32
Condition Rating 6	SU4	(27T)	44	73	44	73	---	1.65	---	1.65
Sect. Loss Location:	SU5	(31T)	46	77	46	77	---	1.55	---	1.55
Sect. Loss Extent:	SU6	(35T)	51	85	51	85	---	1.49	---	1.49
	SU7	(39T)	57	94	57	94	---	1.48	---	1.48
	EV2	(28.75T)	---	---	---	---	---	---	---	---
	EV3	(43T)	---	---	---	---	---	---	---	---

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

**LARS Member Summary (Tabular) Report**

**LARS MEMBER IDENTIFICATION SKETCH (MIS)**



**CALCULATIONS – Tabular Report:**

Structure No.: 0600029  
 Name: Bayview Road over Division Gut

Route: 9006

Cycle No.: 13  
 Insp. Date: 07/22/2020

## LARS Member Summary (Tabular) Report

LOAD ANALYSIS AND RATING SYSTEM -- ASD/LFD/LRFD V6.00.06.09 PAGE 1

BRIDGE / MEMBER DATA

SUMMARY REPORT

Bridge ID: 0600029  
 Bridge Name: 0600-029  
 Path Name: I:\RSDGT\06023 - 56 Cumberland County Bridges - 2nd Cycle\03 - Load Rating\0600-029\  
 File Name: 0600029\_20150110cy10\_LR\_1\_of\_9.RND

Comments:

Member Descr: 01-IG001

Mem ID	Truck	Rating (Tons)				Rating (Tons)				Rating Factor			
		INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	INV	Contr	OPR	Contr
		Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type
G01	HL93	73	M	90	M	60	V	101	V	1.09	M	1.41	M
G01	HS20	73	M	90	M	60	V	101	V	1.70	M	2.30	M
G01	3	53	M	71	M	45	S	76	S	1.77	M	2.30	M
G01	3S2	81	M	113	M	73	S	123	S	1.77	M	2.30	M
G01	3-3	95	M	139	M	88	S	140	S	2.15	M	2.79	M
G01	S04	47	M	66	M	43	S	71	S	1.54	M	1.99	M
G01	S05	51	M	71	M	46	S	76	S	1.44	M	1.87	M
G01	S06	55	M	77	M	49	S	82	S	1.38	M	1.79	M
G01	S07	61	M	85	M	54	S	91	S	1.50	M	1.70	M

Member Descr: 01-IG002

Mem ID	Truck	Rating (Tons)				Rating (Tons)				Rating Factor			
		INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	INV	Contr	OPR	Contr
		Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type
G02	HL93	59	V	82	V	48	V	80	V	1.09	M	1.41	M
G02	HS20	59	V	82	V	48	V	80	V	1.70	M	2.30	M
G02	3	50	V	81	V	47	V	79	V	1.77	M	2.30	M
G02	3S2	89	V	122	V	72	V	120	V	1.77	M	2.29	M
G02	3-3	115	V	159	V	93	V	156	V	2.15	M	2.79	M
G02	S04	54	V	75	V	44	V	73	V	1.53	M	1.99	M
G02	S05	56	V	78	V	46	V	77	V	1.44	M	1.87	M
G02	S06	62	V	86	V	51	V	85	V	1.38	M	1.79	M
G02	S07	69	V	96	V	57	V	94	V	1.37	M	1.70	M

Member Descr: 01-IG003

Mem ID	Truck	Rating (Tons)				Rating (Tons)				Rating Factor			
		INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	INV	Contr	OPR	Contr
		Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type
G03	HL93	59	V	82	V	48	V	80	V	1.09	M	1.41	M
G03	HS20	59	V	82	V	48	V	80	V	1.70	M	2.30	M
G03	3	50	V	81	V	47	V	79	V	1.77	M	2.30	M
G03	3S2	89	V	122	V	72	V	120	V	1.77	M	2.29	M
G03	3-3	115	V	159	V	93	V	156	V	2.15	M	2.79	M
G03	S04	54	V	75	V	44	V	73	V	1.53	M	1.99	M
G03	S05	56	V	78	V	46	V	77	V	1.44	M	1.87	M
G03	S06	62	V	86	V	51	V	85	V	1.38	M	1.79	M
G03	S07	69	V	96	V	57	V	94	V	1.37	M	1.70	M

Member Descr: 01-IG004

Mem ID	Truck	Rating (Tons)				Rating (Tons)				Rating Factor			
		INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	INV	Contr	OPR	Contr
		Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type
G04	HL93	59	V	82	V	48	V	80	V	1.09	M	1.41	M
G04	HS20	59	V	82	V	48	V	80	V	1.70	M	2.30	M
G04	3	50	V	81	V	47	V	79	V	1.77	M	2.30	M
G04	3S2	89	V	122	V	72	V	120	V	1.77	M	2.29	M
G04	3-3	115	V	159	V	93	V	156	V	2.15	M	2.79	M
G04	S04	54	V	75	V	44	V	73	V	1.53	M	1.99	M
G04	S05	56	V	78	V	46	V	77	V	1.44	M	1.87	M
G04	S06	62	V	86	V	51	V	85	V	1.38	M	1.79	M

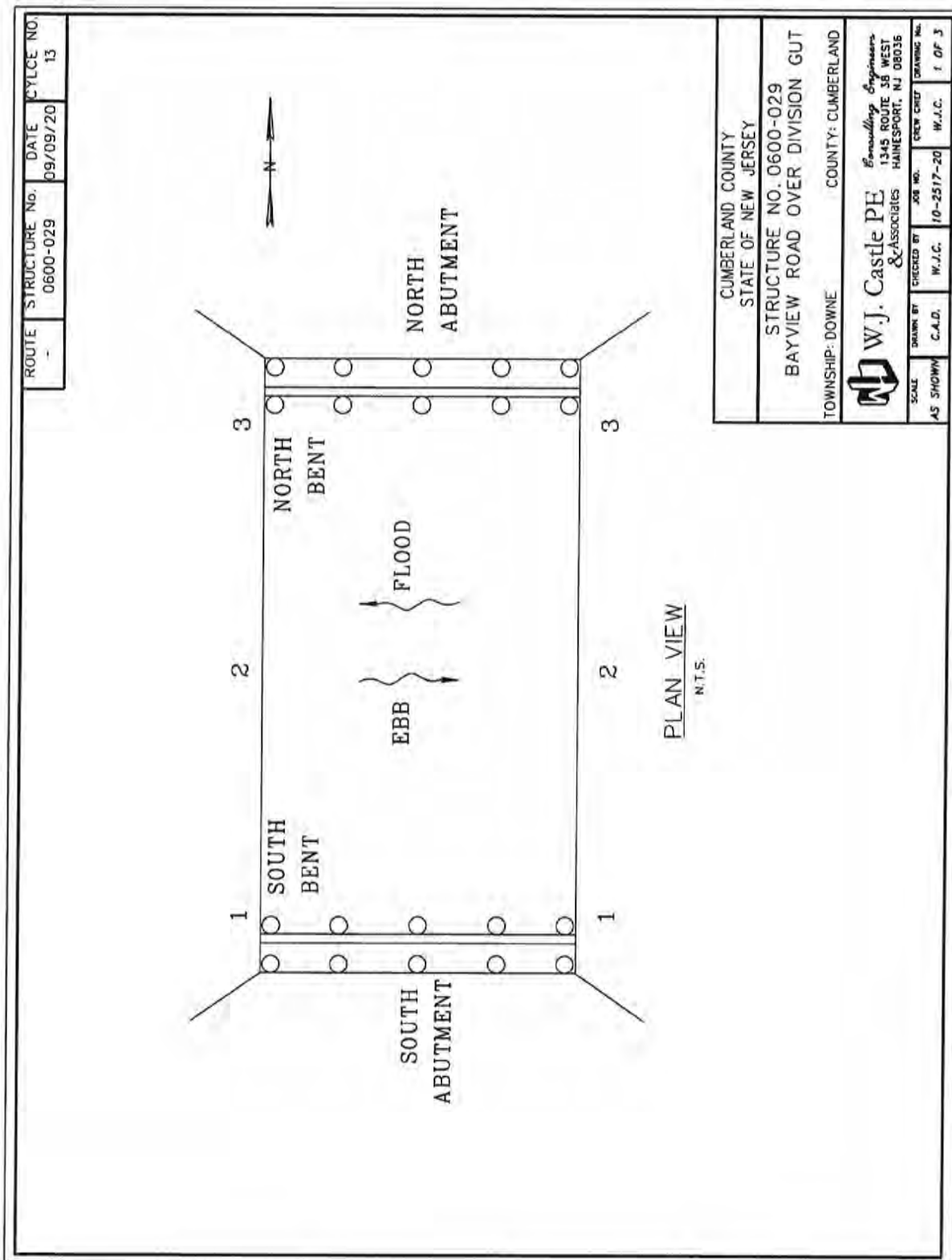
Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

### LARS Member Summary (Tabular) Report

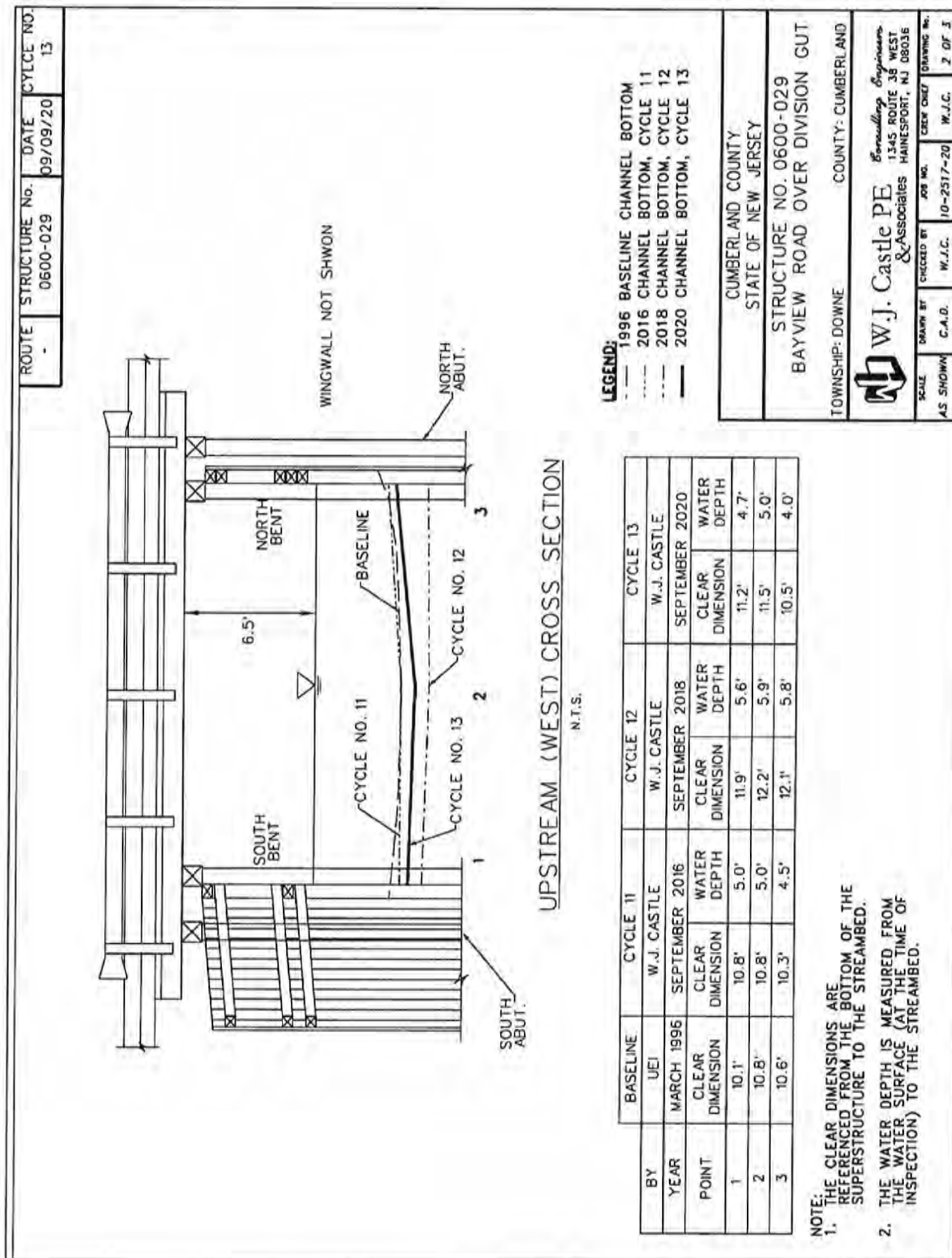
CC4	S07	69	V	96	V	17	V	96	V	1.37	N	1.78	N	1.48	S
Member Descr: 01-B2065															
Mem ID	Truck	Rating (Tonal)				Rating (Tonal)				Rating Factor					
		INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	INV	Contr	OPR	Contr	COL	Contr
006	HL93	71	M	98	M	60	V	101	V	2.07	M	1.41	M		Type
005	HS10	71	M	98	M	60	V	101	V	1.76	M	2.26	M		
005	2	51	M	71	M	45	S	76	S	1.77	M	2.38	M	1.91	S
005	383	91	M	113	M	73	S	121	S	1.79	M	2.38	M	1.91	S
005	3-7	99	M	128	M	88	S	148	S	2.15	M	2.19	M	2.32	S
005	S04	47	M	66	M	42	S	71	S	1.54	N	1.99	M	1.45	S
005	S05	51	M	71	M	46	S	76	S	1.44	N	1.87	M	1.55	S
005	S06	55	M	77	M	49	S	82	S	1.50	N	1.79	M	1.49	S
005	S07	61	M	85	M	54	S	91	S	1.38	M	1.78	M	1.48	S

Structure No.: 0600029 Route: 9006 Cycle No.: 13  
 Name: Bayview Road over Division Gut Insp. Date: 07/22/2020

**Plan View**

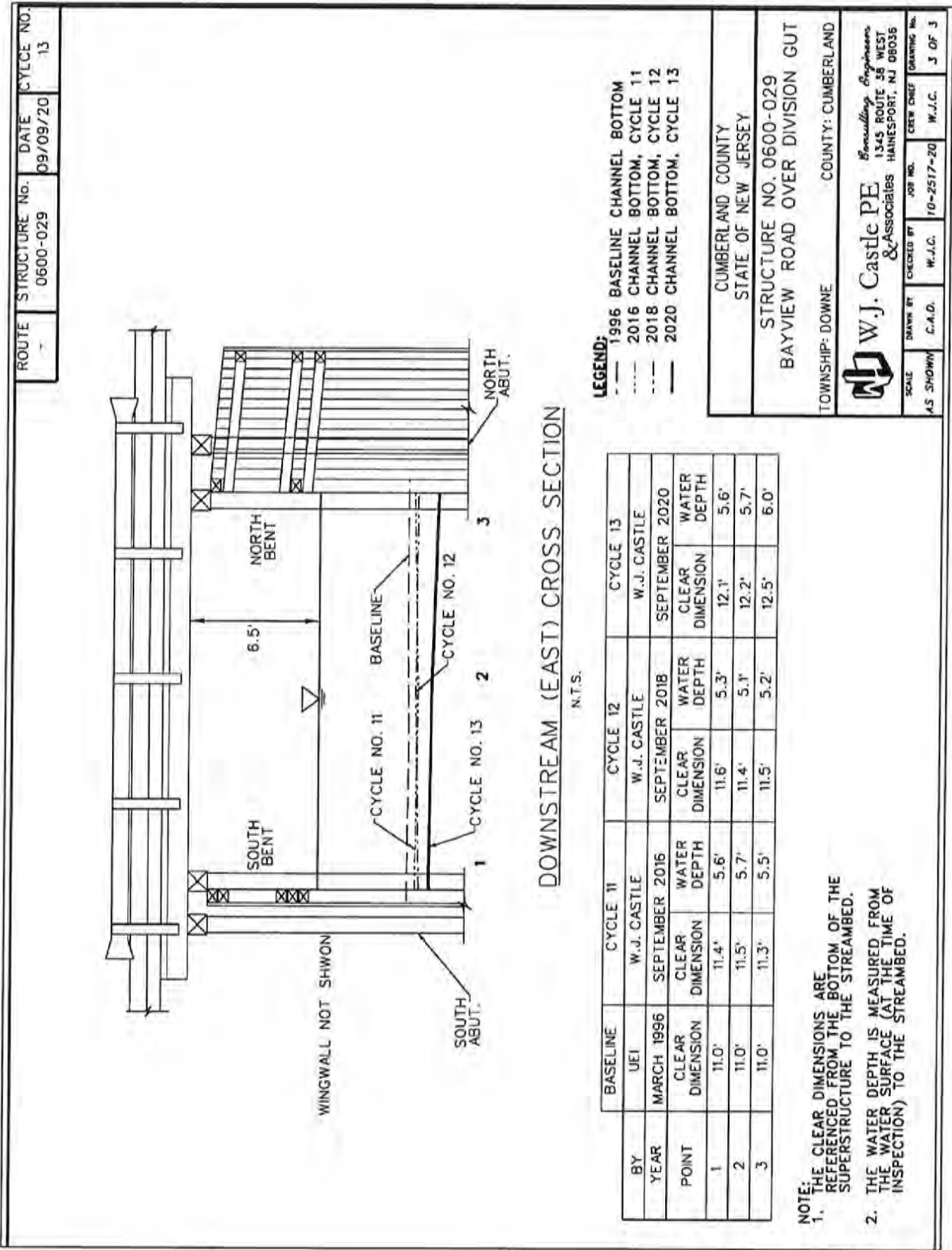


# Soundings Sketch





Soundings Sketch



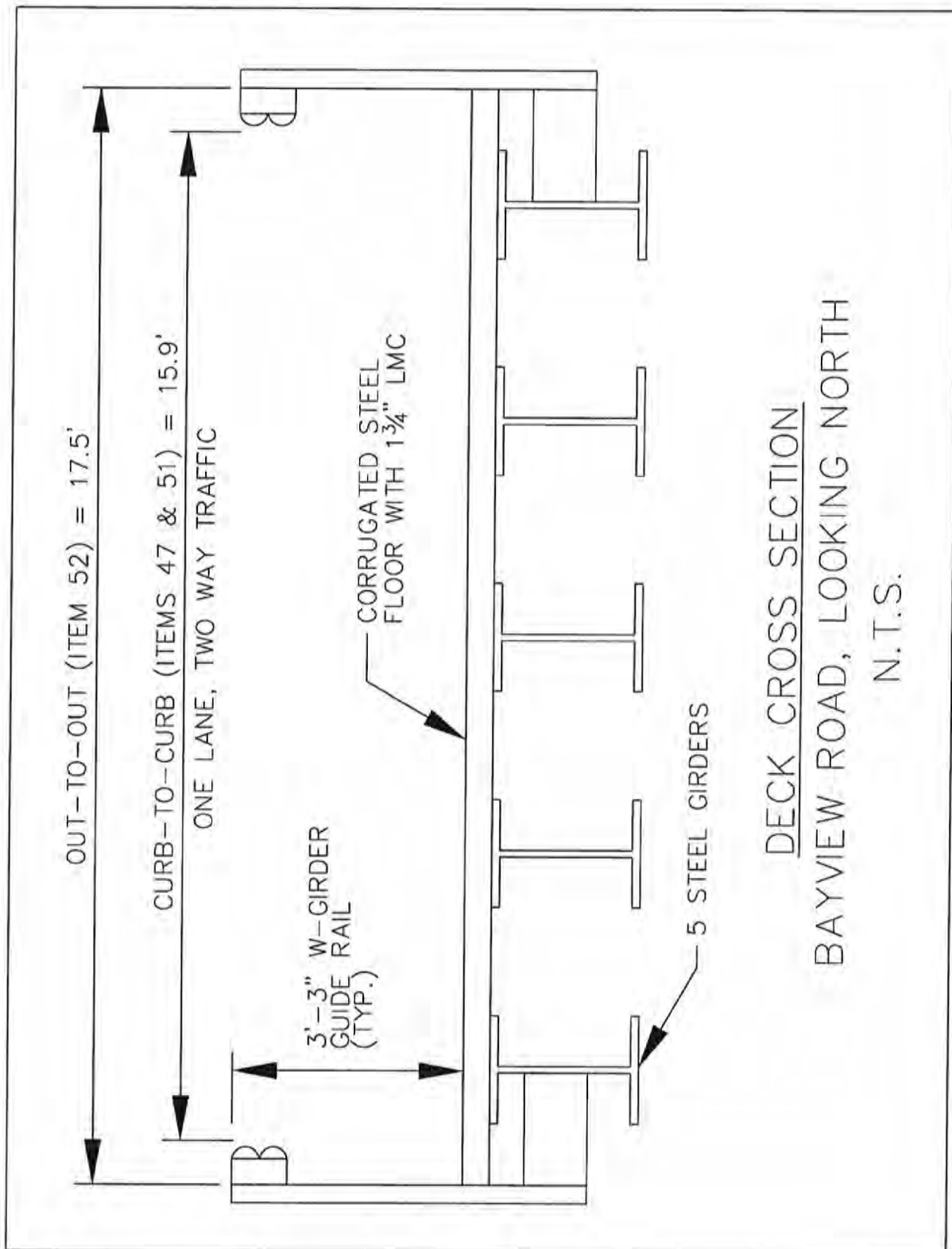


Structure No.: 0600029  
Name: Bayview Road over Division Gut

Route: 9006

Cycle No.: 13  
Insp. Date: 07/22/2020

**Deck Cross Section Sketch**



## ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to Section 3:09 – Addenda and Clarifications, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

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

☐ NO ADDENDA OR CLARIFICATION WAS RECEIVED

Acknowledgement by Bidder:

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

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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

**4304-22**  
**Proposal (1)**

**PROPOSAL**

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4304-22  
MONEY ISLAND SHORELINE RESTORATION PROJECT

Department of Environmental Protection  
Climate and Flood Resilience  
Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140  
Toms River, New Jersey 08753

Date: December 17, 2021

South State, Inc.

Contractor's Name  
(Print or Type)

PO Box 68

Address

Bridgeton, NJ 08302

City/State/Zip

Dear Sir/Madam:

In accordance with your advertisement of November 26, 2021, inviting proposals for the Money Island Shoreline Restoration Project, in the Township of Downe, Cumberland County, New Jersey under Project No. 4304-22 and subject to the conditions and requirements thereof, and to your Specifications dated November, 2021, as they relate to this proposal are made a part of it, I (or we) will provide all necessary construction materials, labor, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Project Manager/Engineer and the Inspectors under him or her, for the consideration of the bid specified and outlined as follows:

The Bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

**4304-22**  
**Proposal (2)**

**I. AFFIRMATIVE ACTION**

That an affirmative action program of equal opportunity, in support of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965, and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, nationality, gender identity or expression, disability or sex. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

The performance of previous contracts or subcontracts subject to the Department of Labor & Workforce Development Equal Opportunity Monitoring Program and the filing of required reports.

That if the Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) for federally funded projects, and must be certified to by Bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.

**4304-22**  
**Proposal (3)**

Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. Department of Labor.

**III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS**

That this proposal has been executed with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

That the Bidder warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder. (N.J.S.A. 52:34-15).

**IV. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)**

That there are no DBE goals associated with this project, however the Contractor shall refer to Section 1:00 for more information on Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms. Please see Appendix F for Definitions of DBE, MBE, and WBE's.

**V. CERTIFICATION FOR FEDERAL AID CONTRACTS**

That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**4304-22**  
**Proposal (4)**

That if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **Section 1352, Title 31, US code**. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

That the prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**VI. DEBARMENT**

That the Bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, of receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the above paragraph of this certification.

**4304-22**  
**Proposal (5)**

Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

**VII. FORMS**

That the Bidder shall submit the attached forms within Appendix A. For all other submittals due at the time of bid please reference the complete Bid Checklist provided herein.

**4304-22**  
**Proposal (6)**

**BIDDING SCHEDULE**

**BASE BID ITEMS**

**ITEM NO. 1 – GENERAL WORK:**

The completion of all general work as specified in Section 11:01, and as shown on the Project Plans for the lump sum of ..... \$ 114,750.00

**ITEM NO. 2 – SURVEYING:**

The completion of all surveys as specified in Section 11:02, and as shown on the Project Plans, for the lump sum of ..... \$ 24,000.00

**ITEM NO. 3 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The furnishing and installation of 267 square yards (SY) of marine mattress as specified in Section 11:03, and as shown on the Project Plans, at a unit price of \$ 284.00 per SY, or ..... \$ 75,828.00

**ITEM NO. 4 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The furnishing and installation of 274 Tons (TON) of Breakwater Uniform Stone as specified in Section 11:04, and as shown on the Project Plans, at a unit price of \$ 175.00 per TON, or ..... \$ 47,950.00

**ITEM NO.5 – STEEL SHEET PILE GROIN:**

The furnishing and installation of 150 Linear Feet (LF) of Steel Sheet Pile Groin as specified in Section 11:05, and as shown on the Project Plans, at a unit price of \$ 620.00 per LF, or ..... \$ 93,000.00

**ITEM NO. 6 – BEACH RESTORATION:**

Construction of 21,000 Tons (TON) of Beach Restoration, as specified in Section 11:06, as shown on the project plans at a unit price of \$ 19.75 per TON, or ..... \$ 414,750.00



**4304-22**  
**Proposal (7)**

**ITEM NO. 7 – DUNE LANDSCAPING:**

The completion of all dune landscaping as specified in Section 11:07, and as shown on the Project Plans for the lump sum of .....\$ 20,000.00

**ITEM NO. 8 – DUNE FENCE INSTALLATION:**

The furnishing and installation of 1745 Linear Feet (LF) of Dune Fence as specified in Section 11:08, and as shown on the Project Plans, at a unit price of \$ 9.00 per LF, or .....\$ 15,705.00

**ITEM NO. 9 – NAVIGATION PILE INSTALLATION:**

The furnishing and installation of 1 unit (UNIT) of Navigation Piles as specified in Section 11:09, and as shown on the Project Plans, at a unit price of \$ 6,000.00 per UNIT, or .....\$ 6,000.00

**ITEM NO. 10 – DOLPHIN PILE INSTALLATION:**

The furnishing and installation of 1 units (UNIT) of Dolphin Pile as specified in Section 11:10, and as shown on the Project Plans, at a unit price of \$ 29,000.00 per UNIT, or .....\$ 29,000.00

**OPTION ITEMS**

**OPTION 1 – BREAKWATER MARINE MATTRESS INSTALLATION:**

The furnishing and installation of 400 square yards (SY) of marine mattress as specified in Section 11:11, and as shown on the Project Plans, at a unit price of \$ 290.00 per SY, or .....\$ 116,000.00

**OPTION 2 – BREAKWATER UNIFORM STONE CONSTRUCTION:**

The furnishing and installation of 411 Tons (TON) of Breakwater Uniform Stone as specified in Section 11:12, and as shown on the Project Plans, at a unit price of \$ 180.00 per TON, or .....\$ 73,980.00

**4304-22****Proposal (8)****OPTION 3 – BEACH RESTORATION:**

Construction of 14,000 Tons (TON) of Beach Restoration, as specified in Section 11:13, as shown on the project plans at a unit price of \$ 21.00 per TON, or ..... \$ 294,000.00

**OPTION 4 – NAVIGATION PILE INSTALLATION:**

The furnishing and installation of 1 units (UNIT) of Navigation Piles as specified in Section 11:14, and as shown on the Project Plans, at a unit price of \$ 12,100.00 per UNIT, or ..... \$ 12,100.00

**ALTERNATE ITEM****ITEM NO. A1 – TIMBER GROIN CONSTRUCTION:**

The furnishing and installation of 150 Linear Feet (LF) of Timber Groin as specified in Section 11:15, and as shown on the Project Plans, at a unit price of \$ 1,500.00 per LF, or ..... \$ 225,000.00

**TOTAL AMOUNT OF BASE BID** ..... \$ 840,983.00

**TOTAL AMOUNT OF BASE BID + OPTIONS** ..... \$ 1,337,063.00

**TOTAL AMOUNT OF BASE BID WITH  
BASE BID ITEM NO. 5 SUBSTITUTED  
WITH ALTERNATE ITEM NO. A1** ..... \$ 972,983.00

**TOTAL AMOUNT OF BASE BID + OPTIONS WITH  
BASE BID ITEM NO. 5 SUBSTITUTED  
WITH ALTERNATE ITEM NO. A1** ..... \$ 1,469,063.00

**AMOUNT OF CERTIFIED CHECK OR BID BOND** . . . . \$ 84,098.30  
(Minimum of 10% of total amount of base bid)

**NOTE:** The Department will evaluate bids for award solely based on the lowest qualified total Base Bid. Total Base Bid shall include Item No.1 through 10 See Sections 1:00, 3:00, and 4:00 for additional information regarding the evaluation of the bid.


**4304-22**  
**Proposal (9)**

**BIDDER'S CERTIFICATION**

The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the Bidder named on page one of this proposal. In executing this proposal, I hereby declare that the Bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the Bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the Bidder and that this may be as long as 60 days after bids have been received.

By submitting this bid, the Bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the Bidder.

 _____ Signature of Contractor	21-0742073 _____ Federal I.D. Number
South State, Inc. _____ Print Name of Contractor	bwidrick@southstateinc.com _____ Email
President _____ Title	856-451-5300 _____ Telephone Number



# ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

New Jersey Department of Environmental Protection

(Name of Local Contracting Unit)

Money Island Shoreline Retoration

4304-22

(Name of Construction/Public Works Project)

(Project or Bid Number)

Pursuant to Section 3:09 – Addenda and Clarifications, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
Clarification 1	Email	12/9/21

☐ NO ADDENDA OR CLARIFICATION WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: South State, Inc.

By Authorized Representative: Chester J. Ottinger, Jr.

Signature: 

Printed Name and Title: Chester J. Ottinger, Jr., President

Date: December 17, 2021

## BID BOND

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

**CONTRACTOR:**

(Name, legal status and address)

South State, Inc.  
PO Box 68  
Bridgeton, NJ 08302

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty & Surety Company of America  
343 Thornall Street, 5<sup>th</sup> Floor  
Edison, NJ 08837

**OWNER:**

(Name, legal status and address)

New Jersey Department of Environmental Protection  
1510 Hooper Avenue  
Toms River, NJ 08753

**BOND AMOUNT:** 10% of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Money Island Shoreline Restoration

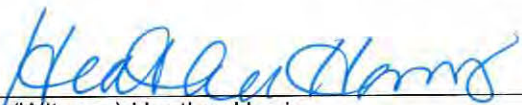
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor wither (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of the Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SIGNED and sealed this 17th day of December, 2021

**SOUTH STATE, INC.**



(Witness) Heather Harris

(Principal) Chester J. Ottinger, Jr., President

**TRAVELERS CASUALTY & SURETY CO. OF AMERICA**

(Attorney-In-Fact) Dawn McFarland



(Witness) Heather Harris



**CERTIFICATE  
OF SURETY**

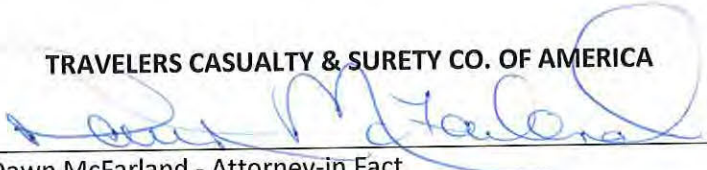
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, a corporation organized and existing under the laws of the State of Connecticut and duly authorized to do business in the State of New Jersey, as Surety, will provide to **South State, Inc.**, as Principal, the bond (s) in such sum and form as is required by the advertisement or specifications for NJDEP - Money Island Shoreline Restoration, should the Principal's bid or proposal dated the 17th day of December, 2021 be accepted and the contract Awarded to said Principal.

This Certificate of Surety is issued in accordance with New Jersey law.

Signed and sealed the 17th day of December, 2021

**TRAVELERS CASUALTY & SURETY CO. OF AMERICA**

  
Dawn McFarland - Attorney-in Fact

(Seal)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn McFarland** of Bridgeton, New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **December**, 2021



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**





State of New Jersey  
Department of Banking and Insurance

**CERTIFICATE OF AUTHORITY**

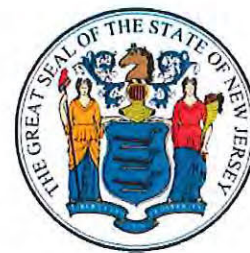
Date: **May 01, 2021**

NAIC Company Code: **31194**

THIS IS TO CERTIFY THAT THE **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2022, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines**
- 10 - Aircraft Physical Damage**
- 11 - Other Liability**
- 12 - Boiler and Machinery**
- 13 - Fidelity and Surety**
- 14 - Credit**
- 15 - Burglary and Theft**
- 16 - Glass**
- 17 - Sprinkler Leakage and Water Damage**
- 18 - Livestock**
- 19 - Smoke or Smudge**
- 02 - Earthquake**
- 20 - Physical Loss to Buildings**
- 21 - Radioactive Comtamination**
- 27 - Municipal Bond**
- 03 - Growing Crops**
- 04 - Ocean Marine**
- 05 - Inland Marine**
- 06 - Workers Compensation and Employers Liability**
- 07 - Automobile Liability Bodily Injury**
- 08 - Automobile Liability Property Damage**
- 09 - Automobile Physical Damage**





MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA NAIC COMPANY CODE: 31194

STATUTORY HOME ADDRESS:

**ONE TOWER SQUARE  
HARTFORD, CT 06183**

SPECIAL CONDITIONS:

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,581,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,534,855,020</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,091,034,607</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,625,889,627</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,625,889,627</b>

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

*Michael J. Doody*  
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
26TH DAY OF MARCH, 2021

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2022



# APPENDIX A:

## Forms



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: NJDEP 4304-22 VENDOR {BIDDER}: South State, Inc.

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE  
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? YES ☒ NO ☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	Chester J. Ottinger, Jr.				
ADDRESS 1	1500 Bear Branch Court				
ADDRESS 2					
CITY	Vineland	STATE	NJ	ZIP	08361

NAME	The Chester J. Ottinger, Jr. 2017 Irrevocable Grantor Trust				
ADDRESS 1	PO Box 68				
ADDRESS 2					
CITY	Bridgeton	STATE	NJ	ZIP	08302

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		STATE		ZIP	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		STATE		ZIP	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		STATE		ZIP	

Attach Additional Sheets If Necessary.





# South State, Inc.

General Contractors

P.O. BOX 68 • BRIDGETON, NJ 08302 • (856) 451-5300 • FAX (856) 455-3461

## South State, Inc. Ownership Disclosure

### OWNERS OF SOUTH STATE, INC.

Owner	Shares	Ownership Pct.	Address
Chester J. Ottinger, Jr.	97	58.788%	1500 Bear Branch Court, Vineland, NJ 08361
The Chester J. Ottinger, Jr. 2017 Irrevocable Grantor Trust	68	41.212%	P.O. Box 68, Bridgeton, NJ 08302

### TRUSTEES OF CHESTER J. OTTINGER, JR. IRREVOCABLE GRANTOR TRUST

Trustees	Title	Address
Anthony P. Suppa	Trustee	318 Beech Lane, Mullica Hill, NJ 08062
Jaxx J. Ottinger	Trustee	1500 Bear Branch Court, Vineland, NJ 08361
Richard S. Finkelstein	Trustee	75 Livingston Avenue, Roseland, NJ 07068

### BENEFICIARIES OF CHESTER J. OTTINGER, JR. IRREVOCABLE GRANTOR TRUST

Beneficiaries	D.O.B.	Address
Jaxx J. Ottinger	4/22/97	1500 Bear Branch Court, Vineland, NJ 08361
Jake T. Ottinger	9/9/99	1500 Bear Branch Court, Vineland, NJ 08361
Chet J. Ottinger	9/18/01	1500 Bear Branch Court, Vineland, NJ 08361
Chad L. Ottinger	10/12/04	1500 Bear Branch Court, Vineland, NJ 08361

**PART 2**

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

YES  
☐

NO  
☒

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: South State, Inc.

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

*Attach Additional Sheets If Necessary.*

**PART 3**

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






STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITATION #: 4304-22 VENDOR: South State, Inc.

**PART 1**

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

**OFFICERS/DIRECTORS**

NAME	Chester J. Ottinger, Jr.				
TITLE	President				
ADDRESS 1	1500 Bear Branch Court				
ADDRESS 2					
CITY	Vineland	STATE	NJ	ZIP	08361

NAME	Jeff Roes				
TITLE	Assistant Secretary				
ADDRESS 1	124 Salvatore Drive				
ADDRESS 2					
CITY	Mullica Hill	STATE	NJ	ZIP	08062

NAME	Robert Bryan				
TITLE	Assistant Secretary				
ADDRESS 1	20 Candlewyck Way				
ADDRESS 2					
CITY	Cherry Hill	STATE	NJ	ZIP	08003

*Attach Additional Sheets If Necessary.*

**PART 2**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- |    |  | YES                      | NO                                  |
|----|--|--------------------------|-------------------------------------|
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. | Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

<b>PERSON OR ENTITY NAME</b> _____ <b>CONTACT NAME</b> _____ <b>CASE CAPTION</b> _____ <b>INCEPTION OF THE INVESTIGATION</b> _____ <b>SUMMARY OF INVESTIGATION</b> _____	<b>PHONE NUMBER</b> _____  <b>CURRENT STATUS</b> _____
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<b>PERSON OR ENTITY NAME</b> _____ <b>CONTACT NAME</b> _____ <b>CASE CAPTION</b> _____ <b>INCEPTION OF THE INVESTIGATION</b> _____ <b>SUMMARY OF INVESTIGATION</b> _____	<b>PHONE NUMBER</b> _____  <b>CURRENT STATUS</b> _____
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<b>PERSON OR ENTITY NAME</b> _____ <b>CONTACT NAME</b> _____ <b>CASE CAPTION</b> _____ <b>INCEPTION OF THE INVESTIGATION</b> _____ <b>SUMMARY OF INVESTIGATION</b> _____	<b>PHONE NUMBER</b> _____  <b>CURRENT STATUS</b> _____
--	--

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
 Signature  
 Chester J. Ottinger, Jr., President  
 \_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date  
 December 17, 2021





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

4304-22

BID SOLICITATION #:

VENDOR/BIDDER:

South State, Inc.

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

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

**CHECK THE APPROPRIATE BOX**



OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Chester J. Ottinger, Jr., President

Print Name and Title

Date

December 17, 2021





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**SOURCE DISCLOSURE FORM**

BID SOLICITATION #: 4304-22 VENDOR {BIDDER}: South State, Inc.

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- ☒ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Chester J. Ottinger, Jr., President

Print Name and Title

Date

December 17, 2021

Proposal

(STD.)

**CONTRACTOR'S QUALIFICATION AFFIDAVIT**

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.



L.S.

Chester J. Ottinger, Jr., President

Sworn and Subscribed  
before me this

17th

day of

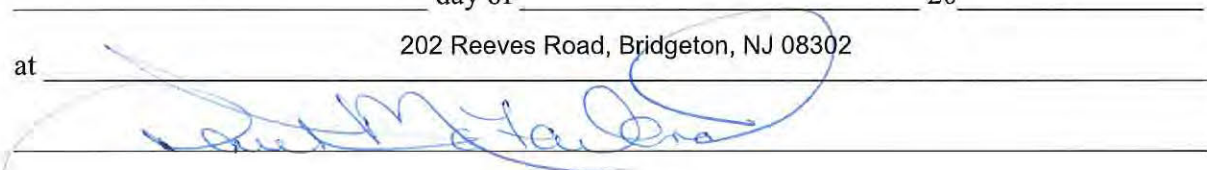
December

20

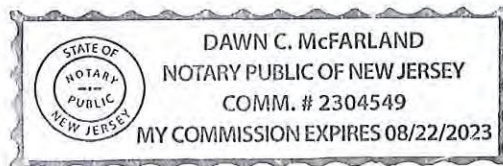
21

at

202 Reeves Road, Bridgeton, NJ 08302



Notary Public





Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 100 of these specifications.

Accompanying this proposal is a:

- ☐ Certified check in the sum of \$ \_\_\_\_\_
- ☒ Bid Bond in the amount of \$ \_\_\_\_\_ 10% of Total Amount Bid

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of \_\_\_\_\_ New Jersey

The undersigned is a ☐ partnership  
☒ corporation  
☐ individual

Having its principal office at \_\_\_\_\_  
202 Reeves Road, Bridgeton, NJ 08302

Signed \_\_\_\_\_  
By \_\_\_\_\_ Chester J. Ottinger, Jr., President

(SEAL)  
ATTEST

Robert Bryan, Assistant Secretary



# South State, Inc.

General Contractors

P.O. BOX 68 • BRIDGETON, NJ 08302 • (856) 451-5300 • FAX (856) 455-3461

## CORPORATE RESOLUTION

**BE IT RESOLVED**, that the transaction herein referred to, being herewith approved, that **CHESTER J. OTTINGER, JR.** and **ROBERT BRYAN** as President and Assistant Secretary respectfully, of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonable required or necessary for the purpose of procuring and executing any bid, bid bond or contracts which may be awarded by the New Jersey Department of Environmental Protection: Money Island Shoreline Restoration

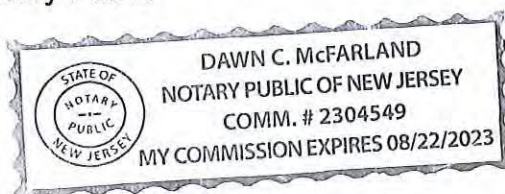
**I, CHESTER J. OTTINGER, JR. SECRETARY** of a Corporation of New Jersey Certify that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on May 25, 2021 pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; this meeting gave general authority to Chester J. Ottinger and Timothy Larson to sign all documents on behalf of the corporation and it has not been modified, amended or rescinded, and is in full force and effect as of December 17, 2021.

Robert Bryan  
Assistant Secretary

Chester J. Ottinger, Jr.  
Corporate Secretary

Subscribed and Sworn before me  
this 17th day of December, 2021

Notary Public



Equal Opportunity Employer



## **APPENDIX F**

### **PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as "Department", shall ensure that all Contractors entering into a construction contract that is federally/partially-federally funded with the Department complies with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

**I. Required Certification**

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**II. Requirement for Data Universal Numbering System (DUNS) number**

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

**III. Federal Funding Accountability and Transparency Act Reporting**

A. The Contractor shall report the names and total compensation of each of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:

1. In the Contractor's preceding fiscal year, the Contractor received:
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execom.htm>.)

B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.

C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

**IV. Debarment and Suspension**

A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.

B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

**V. Restrictions on Lobbying**

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Contractor and all lower tier subrecipients shall certify and disclose accordingly:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

**VI. Equal Employment Opportunity**

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

- A. During the performance of this agreement, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.



4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **VII. Federal Labor Standards**

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its



subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**VIII. Rights to Inventions**

If the State award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**IX. Environmental Regulatory Compliance**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**X. Procurement of Recovered Materials**

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XI. Buy American Act**

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic "articles, materials, and property" when they are acquired for public use unless a specific exemption applies.

**XII. Disadvantaged Business Enterprise (DBE)**

Disadvantaged Business Enterprise (DBE) goals will be set in accordance with guidelines or standards established by the funding source. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To this extent, an MBE and WBE are defined below:

Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following:

- a. Black American (with origins from Africa);

## FEDERAL FUNDING PROVISIONS

- b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
- c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Historic Preservation Fund Grants Manual Chapter 17 Procurement Standards June 2007 Release 17-3
- d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
- e. Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). A WBE is a business concern that is, a. at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

Grantees are encouraged to procure goods and services from labor surplus areas.

**XIII. Additional Provisions**

N/A

RECEIPT OF ACKNOWLEDGEMENT

\*Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid\*

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. 4304-22. The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS**

Signature

December 17, 2021

Date

Chester J. Ottinger, Jr., President

Print Name and Title

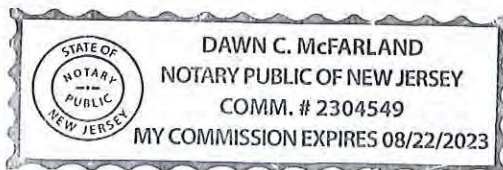
South State, Inc.

Print Name of Contractor

Notary Signature

December 17, 2021

Date



Certificate Number  
51407

Registration Date: 04/11/2020  
Expiration Date: 04/10/2022



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**  
Chester J. Ottinger, President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

South State Inc.  
**2020**

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

06/12/08

Taxpayer Identification# 210-742-073/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
SOUTH STATE, INC.

ADDRESS:  
202 REEVES ROAD  
BRIDGETON NJ 08302  
EFFECTIVE DATE:

03/11/63

TRADE NAME:

SEQUENCE NUMBER:

0103928

ISSUANCE DATE:

06/12/08



Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**PAYMENT AND  
PERFORMANCE  
BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

Bond No.: 107545303

KNOW ALL PERSONS BY THESE PRESENTS, That we, South State, Inc., as principal, (hereinafter called the "Principal"), and Travelers Casualty and Surety Company of America, a Connecticut corporation, as surety, (hereinafter called the "Surety"), are held and firmly bound unto New Jersey Department of Environmental Protection, as Obligee, in the sum of Eight Hundred, Forty Thousand, Nine Hundred, Eighty, Three 00/100 Dollars (\$840,983.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a Contract with Obligee dated December 20, 2021, to perform construction work for Money Island Shoreline Restoration Project ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work to be performed under the Contract, and shall promptly make payment to Claimants, as hereinafter defined, for all labor and material actually used, consumed or incorporated in the performance of the Construction Work under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Surety's obligations hereunder to Obligee shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.

4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost of completing the Construction Work exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract. To the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance" as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing of all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract

balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work. If the public works bond statutes in the location where the Construction Work is being performed contains a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.

6. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or material is actually used, consumed or incorporated in the performance of the Construction Work under the Contract.

7. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or material supplied by Claimant which was actually used, consumed or incorporated in the performance of the Construction Work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or supplied the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.

8. No suit or action shall be commenced hereunder by any Claimant after the expiration of the earlier of: (a) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (b) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made.

9. No suit or action shall be commenced hereunder by Obligee or any Claimant other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

10. The amount of this bond shall be reduced by and to the extent of any payment or payments made by Surety in good faith hereunder whether made directly to Obligee or Claimant(s) or otherwise in discharge of Principal's obligations. Surety's liability hereunder to Obligee and all Claimants is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein. Surety may, at its option, discharge all obligations under this bond by interpleading into the registry of any court of competent jurisdiction of the full unused penal sum of this bond, or such portion thereof that will satisfy the obligations owed to Obligee and/or Claimant(s). No right of action shall accrue on this bond to any person or entity other than Obligee and/or Claimant(s). The bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract.



11. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraphs 5 and 8 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 21st day of December, 2021.

**South State, Inc.**  
(Principal)

By: \_\_\_\_\_  
**Chester J. Ottinger, Jr., President**

**Travelers Casualty and Surety Company of America**

By: \_\_\_\_\_  
**Dawn McFarland**, Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn McFarland** of **Bridgeton, New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

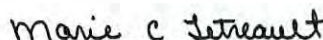
By:   
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

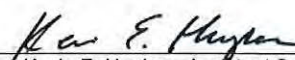
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **December**, 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2020** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by **KPMG LLP**, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12<sup>th</sup>) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
The Travelers Indemnity Company	\$ 10,790,700	\$6,949,525,628
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$6,138,996,260
Travelers Casualty and Surety Company	\$ 25,000,000	\$7,158,214,223
United States Fidelity and Guaranty Company	\$ 35,214,075	\$891,004,366
The Standard Fire Insurance Company	\$ 5,000,000	\$1,310,802,811
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$551,758,575
Farmington Casualty Company	\$ 6,000,000	\$289,594,630
St. Paul Mercury Insurance Company	\$ 4,230,000	\$114,724,363
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$90,072,017
St. Paul Guardian Insurance Company	\$ 4,200,000	\$22,974,162
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$18,962,415
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$2,091,034,607

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established therein on **July 1, 2021** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
The Travelers Indemnity Company	\$694,953,000
St. Paul Fire and Marine Insurance Company	\$501,784,000
Travelers Casualty and Surety Company	\$696,072,000
United States Fidelity and Guaranty Company	\$89,100,000
The Standard Fire Insurance Company	\$131,080,000
Travelers Casualty Insurance Company of America	\$55,176,000
Farmington Casualty Company	\$28,959,000
St. Paul Mercury Insurance Company	\$11,472,000
Fidelity and Guaranty Insurance Underwriters, Inc.	\$9,007,000
St. Paul Guardian Insurance Company	\$2,297,000
Fidelity and Guaranty Insurance Company	\$1,896,000
Travelers Casualty and Surety Company of America	\$209,103,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:



- a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Reinsurer

Address

Amount

The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

and;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 4(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

I, **Eric B. Bruder**, as Attorney-in-Fact for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Eric B. Bruder

(Print name of certifying agent/officer)

Vice President, Finance

Chief Financial Officer, Bond & Specialty Insurance

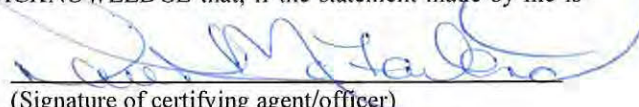
(Title of certifying agent/officer)

Date: August 16, 2021

- 5) The amount of the bond to which the statement and certification is attached is \$ 840,983.00, which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

**CERTIFICATE**

I, Dawn McFarland (name of agent), as Attorney-in-Fact (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Dawn McFarland

(Print name of certifying agent/officer)

Attorney-in-Fact

(Title of certifying agent/officer)

Date: December 21, 2021



State of New Jersey  
Department of Banking and Insurance

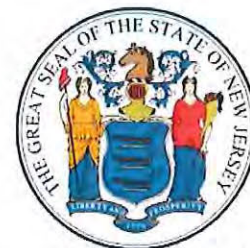
**CERTIFICATE OF AUTHORITY**

Date: **May 01, 2021**

NAIC Company Code: **31194**

THIS IS TO CERTIFY THAT THE **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2022, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 18 - Livestock
- 19 - Smoke or Smudge
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 21 - Radioactive Contamination
- 27 - Municipal Bond
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA NAIC COMPANY CODE: 31194

STATUTORY HOME ADDRESS:

**ONE TOWER SQUARE  
HARTFORD, CT 06183**

SPECIAL CONDITIONS:



## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,881	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	588,668
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,534,855,020</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,091,034,607</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,625,889,627</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,625,889,627</b>

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

*Michael J. Doody*  
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
26TH DAY OF MARCH, 2021

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2022



## NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 5:08 (B) of the New Jersey Department of Environmental Protection Standard Specifications as amended by any addenda and clarifications thereto, and that all information contained herein is true and accurate.

CONTRACTOR: SOUTH STATE INC., 202 REEVES ROAD, P.O. BOX 68, BRIDGETON, NJ 08302  
 PROJECT NAME: Money Island Shoreline Restoration  
 LOCATION: Delaware Bayshore Community of Money Island along the street known as Bayview Road in Downe Township, Cumerland County, NJ  
 DP FILE NO: N/A

### A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: American Family Home Insurance Co  
 Policy Number: 88A5GL0000177-05  
 Effective Date: 12/31/2020  
 Expiration Date: 12/31/2021  
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Deductible: \$ 0

This policy names the State, its officers, employees and agents  
 As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ PERSONAL INJURY
- ☒ CONTRACTUAL LIABILITY
- ☒ PREMISES & OPERATIONS
- ☒ PRODUCTS & COMPLETED OPERATIONS
- ☒ INDEPENDENT CONTRACTORS
- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE
- ☒ EXPLOSIONS
- ☒ DAMAGE TO UNDERGROUND UTILITIES
- ☒ COLLAPSE OF FOUNDATIONS

### B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: American Family Home Insurance Co  
 Policy Number: 88A5CA0000089-05  
 Effective Date: 12/31/2020  
 Expiration Date: 12/31/2021  
 Limit of Liability: \$ 2,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Type of Coverage: ☒ ALL OWNED AUTOS ☒ NON-OWNED AUTOS ☒ HIRED AUTOS

#### ENDORSEMENTS

- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED

### C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Limit of Liability: \$ \_\_\_\_\_ per occurrence Combined Single Limit (B.I. & P.D.)

This policy names the State, its officers, employees and agents  
 As additional insured ☐ Yes ☐ No

#### ENDORSEMENTS

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☐ PER PROJECT AGGREGATE

### D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Limit of Liability: \$ \_\_\_\_\_ Each accident  
                               \$ \_\_\_\_\_ Disease, each employee  
                               \$ \_\_\_\_\_ Disease, policy limit

#### ENDORSEMENTS

US LONGSHORE & HARBOR WORKERS COVERAGE  
 AND JONES ACT: ☐ Yes ☐ No

# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## INSURANCE CERTIFICATE

CONTRACTOR: SOUTH STATE INC., 202 REEVES ROAD, P.O. BOX 68, BRIDGETON, NJ 08302  
 PROJECT NAME: Money Island Shoreline Restoration

**E EXCESS LIABILITY INSURANCE**

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the following:

- ☐ A COMPREHENSIVE GENERAL LIABILITY  
☐ B COMPREHENSIVE AUTOMOBILE LIABILITY

**F MARINE LIABILITY INSURANCE** (required only if construction operations require marine operations)

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence

This policy names the State, its officers, employees and agents as additional insured: ☐ Yes ☐ No

**ENDORSEMENTS**

- ☐ PERSONAL INJURY  
☐ CONTRACTUAL LIABILITY  
☐ WAIVER OF SUBROGATION  
☐ PER PROJECT AGGREGATE

**G RAILROAD PROTECTIVE LIABILITY INSURANCE** (if required by Special Provisions)

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence, \$ \_\_\_\_\_ annual aggregate

**ENDORSEMENTS**

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☐ PER PROJECT AGGREGATE

**H POLLUTION LIABILITY INSURANCE**

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence  
 \$ \_\_\_\_\_ aggregate

Policy is written on the following basis:

- ☐ Occurrence form, and completed operations coverage to be provided for no less than 2 years after Acceptance  
☐ Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance

This policy names the State, its officers, employees and agents as additional insured: ☐ Yes ☐ No

**ENDORSEMENTS**

- ☐ BODILY INJURY AND PROPERTY DAMAGE  
☐ NATURAL RESOURCES DAMAGE  
☐ ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION  
☐ LEGAL DEFENSE  
☐ TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS  
☐ DISPOSAL LIABILITY  
☐ WAIVER OF SUBROGATION  
☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☐ PER PROJECT AGGREGATE

The policy does not contain exclusions or limitations for:

- ☐ LIABILITIES ASSUMED  
☐ LEAD, SILICA, ASBESTOS  
☐ UNDERGROUND STORAGE TANKS  
☐ INSURED VS. INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE

**Certificate Holder**

NJDEP – DIVISION OF COASTAL ENGINEERING

DIRECTOR

Address: 1510 Hooper AvenueToms River, NJ 08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: McKee Risk Management, Inc.

Address: 610 Freedom Bus Ctr Dr Ste. 300  
King of Prussia, PA 19406

Phone: 484-674-4000



Signature

Name: Cynthia Milliman



# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 5:08 (B) of the New Jersey Department of Environmental Protection Standard Specifications as amended by any addenda and clarifications thereto, and that all information contained herein is true and accurate.

CONTRACTOR: SOUTH STATE, INC., 202 REEVES ROAD, P.O. BOX 68, BRIDGETON, NJ 08302  
 PROJECT NAME: Money Island Shoreline Restoration  
 LOCATION: Delaware Bayshore community of Money Island along the street known as Bayview Road in Downe Township, Cumberland County, New Jersey  
 DP FILE NO: N/A

### A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Limit of Liability: \$ \_\_\_\_\_ per occurrence Combined Single Limit (B.I. & P.D.)  
 Deductible: \$ \_\_\_\_\_

This policy names the State, its officers, employees and agents

As additional insured ☐ Yes ☐ No

#### ENDORSEMENTS

- ☐ PERSONAL INJURY
- ☐ CONTRACTUAL LIABILITY
- ☐ PREMISES & OPERATIONS
- ☐ PRODUCTS & COMPLETED OPERATIONS
- ☐ INDEPENDENT CONTRACTORS
- ☐ WAIVER OF SUBROGATION
- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☐ PER PROJECT AGGREGATE
- ☐ EXPLOSIONS
- ☐ DAMAGE TO UNDERGROUND UTILITIES
- ☐ COLLAPSE OF FOUNDATIONS

### B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Limit of Liability: \$ \_\_\_\_\_ per occurrence Combined Single Limit (B.I. & P.D.)  
 Type of Coverage: ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS

#### ENDORSEMENTS

- ☐ WAIVER OF SUBROGATION
- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED

### C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: Mid-Continent Casualty Company  
 Policy Number: 04OCP002002109  
 Effective Date: 12/21/2021  
 Expiration Date: 4/1/2022  
 Limit of Liability: \$ 4,000,000 Occ \$4,000,000 Agg per occurrence Combined Single Limit (B.I. & P.D.)

This policy names the State, its officers, employees and agents

As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE

### D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: New Jersey Manufacturers Insurance Company  
 Policy Number: W380410  
 Effective Date: 12/31/2020  
 Expiration Date: 12/31/2021  
 Limit of Liability: \$ 1,000,000 Each accident  
                           \$ 1,000,000 Disease, each employee  
                           \$ 1,000,000 Disease, policy limit

#### ENDORSEMENTS

US LONGSHORE & HARBOR WORKERS COVERAGE  
 AND JONES ACT: ☒ Yes ☐ No

# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## INSURANCE CERTIFICATE

CONTRACTOR: SOUTH STATE INC. 202 REEVES RD. PO BOX 68, BRIDGETON, NJ 08302  
 PROJECT NAME: Money Island Shoreline Restoration

### E EXCESS LIABILITY INSURANCE

Company Providing Coverage: Starr Indemnity & Liability Company/  
American Guarantee and Liability Insurance Co.

Policy Number: 1000584851201/AEC5543430-08

Effective Date: 12/31/2020

Expiration Date: 12/31/2021

Limit of Liability: \$ 15,000,000 per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the following:

- ☒ A COMPREHENSIVE GENERAL LIABILITY  
☒ B COMPREHENSIVE AUTOMOBILE LIABILITY

### F MARINE LIABILITY INSURANCE (required only if construction operations require marine operations)

Company Providing Coverage: Navigators Insurance Company

Policy Number: NY20CFTZ06S3Y01

Effective Date: 12/31/2020

Expiration Date: 12/31/2021

Limit of Liability: \$ 2,000,000 per occurrence

This policy names the State, its officers, employees and agents

as additional insured: ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ PERSONAL INJURY  
☒ CONTRACTUAL LIABILITY  
☒ WAIVER OF SUBROGATION  
☒ PER PROJECT AGGREGATE

### G RAILROAD PROTECTIVE LIABILITY INSURANCE (if required by Special Provisions)

Company Providing Coverage: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

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

Limit of Liability: \$ \_\_\_\_\_ per occurrence, \$ \_\_\_\_\_ annual aggregate

#### ENDORSEMENTS

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☐ PER PROJECT AGGREGATE

### H POLLUTION LIABILITY INSURANCE

Company Providing Coverage: Allied World National Assurance Company

Policy Number: 0306-2364

Effective Date: 12/31/2020

Expiration Date: 12/31/2021

Limit of Liability: \$ 5,000,000 per occurrence

\$ 10,000,000 aggregate

Policy is written on the following basis:

- ☒ Occurrence form, and completed operations coverage to be provided for no less than 2 years after Acceptance  
☐ Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance

This policy names the State, its officers, employees and agents

As additional insured: ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ BODILY INJURY AND PROPERTY DAMAGE  
☒ NATURAL RESOURCES DAMAGE  
☒ ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION  
☒ LEGAL DEFENSE  
☒ TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS  
☒ DISPOSAL LIABILITY  
☒ WAIVER OF SUBROGATION  
☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☒ PER PROJECT AGGREGATE

The policy does not contain exclusions or limitations for:

- ☒ LIABILITIES ASSUMED  
☒ LEAD, SILICA, ASBESTOS  
☒ UNDERGROUND STORAGE TANKS  
☒ INSURED VS. INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE

#### Certificate Holder

NJDEP – DIVISION OF COASTAL ENGINEERING

DIRECTOR

Address: NJDEP  
1510 Hooper Avenue  
Toms River, NJ 08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: The Graham Company  
 Address: One Penn Sq. West  
Philadelphia, PA 19102  
 Phone: 215-701-5425

  
 Signature  
 JOHN J. KILGARRIFF, ARM,  
 Name: VICE PRESIDENT

# STATE OF NEW JERSEY

DIVISION OF PUBLIC CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

FORM AA-201

Revised 10/08

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

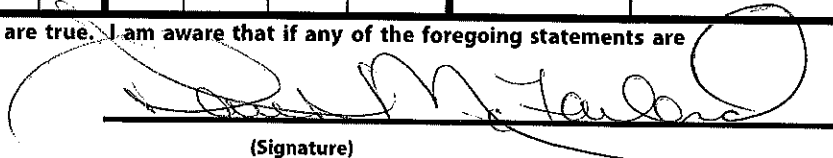
Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER 21-0742073		2. CONTRACTOR ID NUMBER C-318		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: NJDEP Address: 1510 Hooper Avenue, Toms River, NJ 08753			
3. NAME AND ADDRESS OF PRIME CONTRACTOR South State, Inc. (Name) 202 Reeves Road, PO Box 68 (Street Address)				CONTRACT NUMBER 4304-22		DATE OF AWARD 12/20/21	DOLLAR AMOUNT OF AWARD \$840,983.00
Bridgeton NJ 08302 (City) (State) (Zip Code)				6. NAME AND ADDRESS OF PROJECT Name: Money Island Address: Downe Township		7. PROJECT NUMBER	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				COUNTY Cumberland		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
		MALE FEMALE		MALE FEMALE			
		J AP J AP		J AP J AP			
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER		1				1/3/21	3/1/22
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER		4		1		1/3/21	3/1/22
19. OTHER							
20. OTHER							

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



(Signature)

Dawn McFarland

Project Administrator

10. (Please Print Your Name)

(Title)

856

369-2967

Dec-21-2021

(Area Code)

(Telephone Number)

(Ext.)

(Date)



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name South State, Inc.  
(Including trade name if applicable)

Address PO Box 68

City Bridgeton State NJ Zip 08302 Phone 856-451-5300

Vendor Email asuppa@eosfs.com Vendor FEIN (SS# if sole proprietor/natural person) [REDACTED]

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

Chester J. Ottinger, Jr.

Jeff Roes

Robert Bryan

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

Chester J. Ottinger, Jr. (58.788)

The Chester J. Ottinger Jr. 2017 Irrevocable

Grantor Trust (41.212)

**All Equity partners of a Partnership**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**All Equity members of a LLC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**



**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 7/7/16 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 10/11/16 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Forward

Address of Recipient \_\_\_\_\_

Date of Contribution 10/19/16 Amount of Contribution \$10,000.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient Oroho for Senate

Address of Recipient \_\_\_\_\_

Date of Contribution 12/6/16 Amount of Contribution \$1,000.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 2/8/17 Amount of Contribution \$552.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient Sweeney for Senate UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 2/23/17 Amount of Contribution \$500.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient CCRRO

Address of Recipient \_\_\_\_\_

Date of Contribution 2/24/17 Amount of Contribution \$300.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

[Remove Contribution](#)

**Click the "Add a Contribution" tab to enter additional contributions.**



Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 3/21/17 Amount of Contribution \$128.80

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Utilities Association

Address of Recipient \_\_\_\_\_

Date of Contribution 3/21/17 Amount of Contribution \$144.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 4/12/17 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient Constructors for Good Government

Address of Recipient \_\_\_\_\_

Date of Contribution 5/24/17 Amount of Contribution \$7,200.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 7/7/17 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 7/18/17 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 10/4/17 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/1/18 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**



Full Legal Name of Recipient NJ Utilities Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/15/18 Amount of Contribution \$108.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 4/12/18 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 6/28/18 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 7/12/18 Amount of Contribution \$3,000.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient Constructors for Good Government

Address of Recipient \_\_\_\_\_

Date of Contribution 7/19/18

Amount of Contribution \$7,200.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 9/14/18

Amount of Contribution \$123.60

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 9/27/18

Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

**If this form is not being completed electronically, please attach additional contributions on separate page.**

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Full Legal Name of Recipient ACCNJ PAC

Address of Recipient \_\_\_\_\_

Date of Contribution 11/15/18

Amount of Contribution \$300.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 1/24/19 Amount of Contribution \$626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Business and Industry Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/21/19 Amount of Contribution \$112.75

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Utilities Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/21/19 Amount of Contribution \$180.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient Constructors for Good Government

Address of Recipient \_\_\_\_\_

Date of Contribution 4/9/19 Amount of Contribution \$7,200.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 4/11/19 Amount of Contribution \$626.77

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 7/17/19 Amount of Contribution \$626.77

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 8/15/19 Amount of Contribution \$3,000.00

Type of Contribution (i.e. currency, check, loan, in-kind) Checj

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 8/12/19 Amount of Contribution \$626.77

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 1/2/20 Amount of Contribution \$6,000.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavemnt Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/27/20 Amount of Contribution 626.77

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Utilities Association

Address of Recipient \_\_\_\_\_

Date of Contribution 3/5/20 Amount of Contribution 180.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 4/25/20 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 6/25/20 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South state, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 10/20/20 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient Constructors for Good Government

Address of Recipient \_\_\_\_\_

Date of Contribution 10/20/20 Amount of Contribution 7200.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient ACCNJ PAC

Address of Recipient \_\_\_\_\_

Date of Contribution 12/3/20 Amount of Contribution 615.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 2/12/21 Amount of Contribution 626.77

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient Constructors for Good Government

Address of Recipient \_\_\_\_\_

Date of Contribution 4/7/21 Amount of Contribution 7200.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient UTCA

Address of Recipient \_\_\_\_\_

Date of Contribution 5/6/21 Amount of Contribution 552.00

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 5/6/21 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 6/11/21 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient NJ Asphalt Pavement Association

Address of Recipient \_\_\_\_\_

Date of Contribution 10/18/21 Amount of Contribution 626.76

Type of Contribution (i.e. currency, check, loan, in-kind) Check

Contributor Name South State, Inc.

Relationship of Contributor to the Vendor Same

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Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

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**Click the "Add a Contribution" tab to enter additional contributions.**

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**  
**Click the "Add a Contribution" tab to enter additional contributions.**



### **Part 3: Certification**

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 2. All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.


**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name Chester J. Ottinger, Jr.  
Title/Position President Date Dec 21, 2021

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



NJDEP - Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0767 – Fax: (732) 255-0774