

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION  
TRENTON, NEW JERSEY

**NOTICE TO CONTRACTORS**

**Notice is hereby given that bid proposals will be received from Bidders classified under N.J.S.A. 27:7-35.2 via the Internet until 10:00:59 A.M. on 8/17/2023, at which time the bid proposals submitted will be downloaded, and publicly opened and read, in the CONFERENCE ROOM-A, 1st Floor F & A Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:**

**Maintenance Dredging and Channel Improvements for the Wildwood Channel Complex, Phase 1, Contract No. 198202302; City of North Wildwood, City of Wildwood, Borough of West Wildwood and Middle Township, Cape May County, New Jersey; 100% State Funded, UPC No: 013090, PE No: 6110108, CE No: 2207621, DP No: 23703.**

|  |  |
|--|--|
| <b>Project Advertisement Date</b>  | <b>7/27/2023</b>   |
| <b>Project Bid Date</b>  | <b>8/17/2023</b>   |
| <b>Estimated Completion Date on</b>  | <b>05/31/2024</b>  |
| <b>Estimated Range for Information Purpose Only</b>  | <b>Range between \$10,000,001 to \$20,000,000</b>  |
| <b>SBE Goals for this Contract</b>   | <b>3%</b>  |
| <b>NJSavi (SBE Directory):</b>   | <b><a href="https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp">https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp</a></b> |
| <b>Cost of Plans and Contract Documents</b>  | <b>Available at <a href="http://www.bidx.com">www.bidx.com</a>.</b>  |
| <b>Contractors Prequalified in one of these Work Types are eligible to bid this project:</b> | <b>40</b>  |

**The principal items of work consist of:**

| <b>Quantity</b> | <b>Unit</b> | <b>Description</b>                                       |
|-----------------|-------------|--|
| <b>124,481</b>  | <b>CY</b>   | <b>DREDGING, TRANSPORT AND PLACEMENT DEWATERING SITE</b> |
| <b>124,481</b>  | <b>CY</b>   | <b>DREDGED MATERIAL PROCESSING</b>                       |

**Forms CR-266, CR-273, CR-272 and CR-274 (including all "Good Faith Effort" documentation) can be submitted now (with the bid) or within 5 days after bid opening via email to [DOT-CR.Verifications@dot.nj.gov](mailto:DOT-CR.Verifications@dot.nj.gov)**

**Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Pursuant to N.J.S.A. 52:32-60.1. On the "Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.**

**On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.**

**For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.**

**Prior to the time of contract award, the bidder shall provide to the Department a Disclosure of Investment Activities with Iran in accordance with the following:**

**On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.**

**By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder 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 for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the**

contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

Pursuant to N.J.S.A. 34:11-56.35(d), if the Commissioner of the Department of Labor and Workforce Development (LWD Commissioner) makes an initial determination that an employer has violated the provisions of P.L.1963, c.150 (C.34:11-56.25 et seq.) by paying wages at rates less than the rates applicable under that act, the LWD Commissioner may immediately issue a stop-work order to cease all business operations at every site where the violation has occurred, and may assess a civil penalty of \$5,000 per day against the employer for each day it conducts business operations in violation of the stop-work order. If the stop-work order is issued against a subcontractor, the general contractor may terminate that subcontractor from the project in accordance with N.J.S.A. 34:11-56.35(d).

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 Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at:

[https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

Pursuant to N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of this contract.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L 1975, c. 127); N.J.A.C. 17:27-3.8.

Pursuant to N.J.S.A. 19:44A-20.19, contractors must provide a Certification and Disclosure of Political Contribution Form prior to contract award.

Pursuant to N.J.S.A. 52:32-44, contractor must submit the Department of Treasury, Division of Revenue Business Registration of the contractor and any named subcontractors prior to contract award or authorization.

Pursuant to N.J.S.A. 34:11-56.51, contractors must be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at the time of bid.

Bids for the above project will be downloaded from the Bid Express website on the Project Bid date (subject to change by addenda) at 10:00:59 a.m. prevailing time and will be read aloud immediately thereafter. The Bidder must upload their bid prior to the hour named so that it is included in the letting download. Late bids cannot be accepted. This is the only vehicle to bid this project; paper bids will not be accepted.

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 this Department. The attention of bidders is directed to the provisions covering subletting or assigning the contract to Section 108-Prosecution and Completion of the New Jersey Department of Transportation Standard Specifications. The entire work is to be completed on or before the ESTIMATED COMPLETION DATE STATED ABOVE.

Plans, specifications, any addenda to the specifications and bidding information for the proposed work are available at Bid Express website [www.bidx.com](http://www.bidx.com). You must subscribe to use this service. To subscribe, follow the instructions on the web site. Fees apply to downloading documents and plans and bidding access. The fee schedule is available on the web site. All fees are directly payable to Bid Express.

DOT reserves its right to reject any and/or all bids in accordance with N.J.S.A. 27:7-30 and N.J.S.A. 27:7-33.

**PLEASE CHECK THE EXPIRATION DATE OF YOUR ASSIGNED CLASSIFICATION**

Copies of the current Standard Specifications may be acquired from the Department at the prevailing fee. Drawings and supplementary specifications may also be inspected (BUT NOT OBTAINED) by contracting organizations at our Design Field Offices at the following locations:

**200 Stierli Court**  
**Mt. Arlington, NJ 07856**  
**Phone: 973-601-6690**

**One Executive Campus Rt. 70 West**  
**Cherry Hill, NJ 08002**  
**Phone: 856-486-6623**

**New Jersey Department of Transportation**  
**Division of Procurement**  
**Bureau of Construction Services**  
**1035 Parkway Avenue**  
**PO Box 600**  
**Trenton, NJ 08625**

## **SPECIAL PROVISIONS**

### **MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1**

**CONTRACT NO. 198202302, CE 2207621, DP 23703**

**CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD  
AND MIDDLE TOWNSHIP  
CAPE MAY COUNTY, NEW JERSEY**

### **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

### **SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 60 inclusive.

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 website at [https://www.nj.gov/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

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.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 4)
5. State of New Jersey Mandatory Equal Employment Opportunity Language on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 5)

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

6. Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 6).
7. Federal Mandatory Equal Opportunity Language on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 7)
8. Byrd Anti-Lobbying Certification. (FEMA Reimbursable Project Attachment 8)
9. 2020 Federal Department of Homeland Security Standard Terms and Conditions. (FEMA Reimbursable Project Attachment 9)
10. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents. (FEMA Reimbursable Project Attachment 10)
11. Payroll Requirements for FEMA Reimbursable Projects (FEMA Reimbursable Project Attachment 11)
12. Miscellaneous Federal Requirements and Recommended Provisions Incorporated (FEMA Reimbursable Project Attachment 12)
13. Daily Report Templates for Dredging Related Projects. (Dredging Related Project Attachment 1)

The following additional project specific Attachments are located at the end of these Special Provisions or are available for download on Bid Express:

1. Technical Report on the Sampling and Testing of Sediment for Maintenance Dredging and Channel Improvements for Wildwood Channel Complex, Phase 1, City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township, Cape May County, NJ.
2. Tuckahoe Turf Farm Acceptance Letter – Dated March 31, 2023.
3. Equipment Schedule - Project Experience

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### **101.01 INTRODUCTION**

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

The Department has allocated \$12,870,492.38 (12.87 million dollars) in funds for this contract. Any additional amounts over the contract term are subject to availability of funds as outlined.

The Federal FY begins October 1 of the previous calendar year and the State FY begins July 1 of the previous calendar each year.

#### **101.02 ABBREVIATIONS**

**The following abbreviations are ADDED:**

|         |  |
|---------|--|
| AD      | After Dredge   |
| AIWW    | Atlantic Intracoastal Waterway                           |
| BCE     | Bureau of Coastal Engineering                            |
| BD      | Before Dredge  |
| CDF     | Confined Disposal Facility                               |
| CFR     | Code of Federal Regulations                              |
| EHP     | Environmental Planning and Historic Preservation Program |
| FEMA    | Federal Emergency Management Administration              |
| MHW     | Mean High Water  |
| MHHW    | Mean Higher High Water                                   |
| MLW     | Mean Low Water   |
| MLLW    | Mean Lower Low Water                                     |
| MTL     | Mean Tide Line   |
| NAD'83  | North American Datum 1983 (Horizontal)                   |
| NAVD'88 | North American Vertical Datum 1988 (Vertical)            |
| NJICWW  | New Jersey Intracoastal Waterway                         |
| OJT     | On-The-Job-Training                                      |
| OMR     | Office of Maritime Resources                             |

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

RE Resident Engineer  
SAV Submerged Aquatic Vegetation

### **101.03 TERMS**

THE FOLLOWING TERM IS ADDED:

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

### **101.04 INQUIRIES REGARDING THE PROJECT**

#### **1. Before Award of Contract.**

THE FIRST PARAGRAPH IS CHANGED TO:

Submit inquiries and/or view other questions/answers by following the format prescribed on the project's electronic bidding web page.

THE SECOND PARAGRAPH IS CHANGED TO:

The deadline for submitting inquiries is 12:00 noon, 7 days before the opening of bids.

#### **2. After Award of Contract.**

Office of Maritime Resources  
Mr. W. Scott Douglas  
1035 Parkway Avenue  
Trenton, NJ 08618  
Telephone: 609-963-2104

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 QUALIFICATION TO BID**

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, *et seq.*

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

Project Manager: Mr. W. Scott Douglas  
Email Address: SCOTT.DOUGLAS@dot.nj.gov  
Mailing Address: 1035 Parkway Avenue Trenton, NJ 08618

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Data and information furnished or referred to in the Contract Documents is for the Contractor's information. The Contractor is to rely on the technical data only. The Department is not responsible for any interpretation of or conclusion drawn by the Contractor from the data or information provided.

The indications of physical conditions on the plans and in these Specifications are the result of review of earlier project documents at the same or nearby sites, site visits, site investigations by land and land surveys, hydrographic surveys, geotechnical sampling, and laboratory tests on the dates indicated.

### **1. Evaluation of Subsurface and Surface Conditions.**

THE FOLLOWING IS ADDED:

Available information from sampling and analyses is included as an attachment to these Special Provisions. In addition, expect debris commonly found abandoned or deposited by storms in a channel – i.e., tires, ropes, roots, pilings, etc.

## **102.10 SUBMISSION OF BIDS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11 56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder 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 for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

### **102.13.01 Bidder Pre-Award Requirements**

PART C IS CHANGED TO:

**C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

THE FOLLOWING IS ADDED IN PART C:

3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

THE FOLLOWING IS ADDED IN PART C:

4. On the "Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

### **102.15 DISQUALIFICATION OF BIDDERS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.
4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.
5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.
6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.
8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.
12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

## SECTION 103 – AWARD AND EXECUTION OF CONTRACT

### **103.01 AWARD OF CONTRACT**

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

The Department will post public announcement of award on the Department's website at [www.state.nj.us/transportation/business/procurement/ConstrServ/](http://www.state.nj.us/transportation/business/procurement/ConstrServ/)

### **103.04 EXECUTION OF THE CONTRACT**

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in [103.05](#).
2. Performance bond and payment bond as specified in [151.03.01](#).
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in [102.01](#) for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq.*

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## SECTION 105 – CONTROL OF WORK

### 105.02 RESPONSIBILITIES OF THE CONTRACTOR

#### 105.02.01 Labor and Equipment

THE FOLLOWING LIST ITEMS ARE ADDED:

3. **Field Management Personnel** - Provide Field Management Personnel to perform the functions of Supervisor, Quality Engineer/Inspector, and Safety/Environmental Engineer/Inspector. The Field Management Personnel are required on-site when this Contract has active on-going work. Field Management Personnel must be available by phone, email, text, or other electronic media during all work periods. Submit the names, contact information and description of responsibility for Field Management Personnel prior to start of mobilization activities. Provide sufficient supervisory personnel to oversee multiple shifts as appropriate to work schedule.
4. **Workmanship** - Accomplish all work using the best standard practices for the type of work being performed. Utilize only skilled and qualified workmen appropriate to the task being performed. Install all materials and equipment in accordance with plans, specifications, and manufacturers' instructions, and conform to contract documents.
5. **Safety and Reliability** - It is the responsibility of the Contractor's Supervisor, to ensure the safety and productivity of the craftsmen and technicians working on this Contract. Failure of Contractor personnel to fulfill their duties safely and within the expected quality and professionalism as could reasonably be expected of workers skilled and qualified in the type of work being performed, will result in a formal notice to the Contractor's management to replace personnel. As applicable, comply with the provisions of the Contract Work Hours and Safety Standards Act, 40 USC Section 3702 and 3704, and implemented by 29 CFR Part 5, and 2 CFR Part 200, Appendix II.

#### 105.02.05 Civil Rights Requirements

THE ENTIRE SUBPART IS REPLACED AS FOLLOWS:

The Contractor is obligated to comply with Title VI of the Civil Rights Act of 1964, 28 CFR Section 50.3, 2 C.F.R. Part 200, 2 C.F.R. Part 200 Appendix II, 44 CFR Part 7 and any other Rules relative to Nondiscrimination as they may be amended from time to time, which are herein and incorporated by reference and made part of the Contract. The Contractor in the performance of the Contract agrees to comply with nondiscrimination regulations and other requirements as specified in Section 107. Failure of a Contractor to comply with the nondiscrimination provisions of the Contract may result in the actions as set forth as specified in Sections 105, 108 and 109.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. In this Contract, there is a mix of State and Federal funding and portions of both State and Federal EEO regulations shall apply.

1. **FEMA Reimbursable Projects.** Federal EEO regulations and goals apply as specified in FEMA Reimbursable Project Attachments 2 through 7. The DCR/AA monitors and reviews these projects on behalf of FEMA (2 CFR Part 200).

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls as required in the Contract. Failure of a Contractor to meet the requirements of this paragraph may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Obtain subcontract agreements as specified in Section 108. Failure of a Contractor to meet this requirement may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

The Contractor is responsible for compliance by any subcontractor, lower tier subcontractor as specified in Section 108.

The Contractor is required to make good faith effort as defined in 41 CFR Part 60 in meeting the Equal Employment Opportunity, Affirmative Action, on-the-job training and female and minority work hour goals. Ensure compliance by subcontractors and lower tier subcontractors. Failure of the Contractor, subcontractor or lower tier subcontractor to meet these requirements may result in payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

The Contractor is responsible for Equal Employment Opportunity requirements of the Contract, including Affirmative Action, EEO workforce and On-The-Job Training. Failure by the Contractor to meet the requirements of the Affirmative Action Program for Equal Employment Opportunity may result in payment being delayed or withheld as specified in Section 105 pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor is responsible for compliance with the Trainee program. Failure to meet this requirement may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

The Contractor and subcontractors are required to provide all information and reports as specified in Section 107.

2. **New Jersey Civil Rights Requirements.** Comply with the SBE program, rules and regulations in the administration of the Contract. Failure to do so is a material breach of the Contract and may result in termination of the Contract, or other such actions that the Department deems appropriate which may include, but is not limited to, rejection of bids, denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108. Deliberate attempts by the Contractor or subcontractor to circumvent or commit fraud in the SBE program may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls and Statement of Compliance as required in the Contract. Monitor and verify the status of all SBE truck owner-operators used for the Contract. Failure of a Contractor to meet this requirement may result in payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

Obtain executed subcontract agreements as specified in Section 108. Failure of a Contractor to meet this requirement may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108, disqualifying the Contractor from future bidding as non-responsible, or termination of the Contract as specified in Section 108.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

The Contractor is responsible for compliance by any subcontractor, lower tier subcontractor as specified in Section 108. Utilize a SBE that performs a commercially useful function (CUF) and performs the work committed to at the time of contract award. Monitor and report SBE participation on the Contract, on a monthly basis utilizing the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. Failure of a subcontractor or lower tier subcontractor may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

The Contractor is required to make good faith effort as defined in N.J.A.C. 17:27-1.1, et seq. in meeting the Equal Employment Opportunity, Affirmative Action, on-the-job training and female and minority work hour goals. Failure of a subcontractor or lower tier subcontractor to meet this requirement may result in payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

Utilize the specific SBEs listed to perform the work, manufacture the materials or goods, and furnish or supply the equipment, materials, supplies or services for which each is listed on the CR-266 unless prior written consent from the DCR/AA is obtained. Unless prior DCR/AA consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.

The Contractor and subcontractors are required to provide all information and reports as specified in [Section 107](#).

## **105.05 WORKING DRAWINGS**

THE FOLLOWING IS ADDED AFTER THE NINTH PARAGRAPH:

The following plans, and others, will be requested by the RE:

### **1. Work Plan**

Prepare and submit for approval a Work Plan drawing that shows the locations and intended sequential order of dredging work in detailed increments for each channel segment and placement location prior to commencement of dredging operations. Indicate the length and width of dredge cuts to be made for each incremental segment and show the relationship of dredging location with the discharge pipe and fill locations for each work segment shown. Include in the Work Plan a description demonstrating that the dredging plant to be used will meet the requirements as described in Section 202.02.02 of these specifications. Include booster pumps and general pipeline descriptions. Utilize the forms provided as an attachment to these Special Provisions.

Submit a detailed description of the equipment, means and methods of material placement.

Obtain written approval of the Work Plan from the RE prior to start of mobilization  
In accordance with Sections 202.03.24 and 202.03.25, also include the following items related to the dredged material dewatering site:

1. Geotextile tube layout showing individual tubes and sequence of filling.
2. Geotextile tube filling procedures.
3. Geotextile tube material properties.
4. Geotextile tube inflow rates and justification that rates are compatible with the selected geotextile tube material.
5. Polymer additive material properties.
6. Dewatering step-by-step procedures and anticipated dewatering rate and range of solids %.
7. Method of placing geotextile tubes atop underlying geosynthetics.
8. Maintenance procedures for geotextile tube field throughout dredging operations.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

9. Geotextile tube field site layout showing access roads / working platforms, limits of geotextile tube field showing individual bag layout, inflow pipe arrangement, and staging areas.
10. Access route plan and working platforms.
11. Anticipated dredged material dewatering site equipment.
12. Geotextile tube field dewatering pad cross-section.
13. Material submittals for protective geotextile, geotextile drainage layer, and impervious membrane liner, including those referenced in Section 202.03.24.01.02.
14. Alternate seaming method (if applicable).
15. Method and procedure for securing impervious membrane liner from wind and from sliding.
16. Methods and procedures for securing protective geotextile.
17. Procedure for installing geotextile tube field dewatering pad geosynthetics and subsequent geotextile tubes.
18. Documentation including restrictions recommended by the protective geotextile and geotextile drainage layer manufacturer
19. Propose any deviations from the contract drawings as part of the Work Plan with information to justify suitability as an approved equal.

## 2. Pipeline Route Plan

Prepare and submit for approval a Pipeline Route Plan, detailing the locations and method of placement of all dredge discharge pipelines prior to commencement of dredging operations. Include in the Pipeline Route Plan the method by which the pipeline will be placed to avoid interference with commercial and recreational marine traffic and detailed descriptions of the size and type of pipeline proposed (floating, submerged, shoreline). Also include in the Pipeline Route Plan drawings indicating the clearances for navigation, anticipated booster placement locations, details of road crossing arrangements and details of pipe placement at the placement sites. Pipeline shall not interfere with the operations of the tide gate.

Obtain written approval of the Pipeline Route Plan from the RE prior to start of mobilization.

## 3. Structures Protection Plan

Prepare and submit for approval a “Structures Protection Plan” prior to commencement of dredging operations. Include descriptions of plans for protection of any structures within the areas of work to be encountered. Approval of the plan does not relieve the Contractor of responsibility of damages to private or public property.

## 4. Channel Closure Plan

If applicable, prepare and submit for approval a Channel Closure Plan prior to commencement of dredging operations. Include description of allowable closure dates and times of day. Include a log of correspondence and proof of coordination with any affected marinas and the US Coast Guard. Allowable channel closure schedule is to be in accordance with Section 105.08 – 7d.

TABLE 105.05-1 IS CHANGED TO:

**Table 105.05-1 – Working Drawing Submission Category**

| <b>Certified</b>                | <b>Approved</b>                         |
|---------------------------------|---|
| Work Plan                       | Protective Geotextile Panel Arrangement |
| Pipeline Route Plan Arrangement | Geotextile Drainage Layer Panel         |
| Structures Protection Plan      | Dike Protection Liner Panel Arrangement |
| Channel Closure Plan            | Material Handling Plan                  |

### 1. Certified Working Drawings.

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

The Department will require 14 days for review and certification or rejection and return of certified working drawings.

**2. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 14 days for review and approval or rejection and return of working drawings.

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

The corporations, companies, agencies, or municipalities owning or controlling existing utilities located within the project limits, and the names, titles, address, and telephone number of their local representative shall be determined in the course of developing the Detailed Scope of Work.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

**North Wildwood City, Cape May County**

ELECTRIC

Atlantic City Electric  
420 N. Main St., Cape May Court House, NJ 08210  
800-642-3780

TELECOMMUNICATION

Verizon of New Jersey  
1-888-262-1999

GAS

South Jersey Gas Company  
3800 Atlantic Ave, Atlantic City, NJ 08401  
1-888-766-9900

CABLE TELEVISION

Comcast  
800-945-2288

WATER

Wildwood Water Utility  
3416 Park Blvd., Wildwood, NJ 08260  
609-846-0600

PUBLIC WORKS

511 West Oak Avenue, North Wildwood NJ 08260  
Doug Nordberg, DPW Director  
609-522-4646SEWER  
North Wildwood Department of Public Works  
511 Oak Ave., North Wildwood, NJ 08260  
609-522-4646  
Cape May County Municipal Utilities Authority  
1523 US-9 North, Cape May Court House, NJ 08210  
609-465-9026

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **Wildwood City, Cape May County**

### ELECTRIC

Atlantic City Electric  
420 N. Main St., Cape May Court House, NJ 08210  
800-642-3780

### TELECOMMUNICATION

Verizon of New Jersey  
1-888-262-1999

### GAS

South Jersey Gas Company  
3800 Atlantic Ave, Atlantic City, NJ 08401  
1-888-766-9900

### CABLE TELEVISION

Comcast  
800-945-2288

### WATER

Wildwood Water Utility  
3416 Park Blvd., Wildwood, NJ 08260  
609-846-0600  
Michael McIntyre  
609-741-2681

### PUBLIC WORKS

4400 New Jersey Ave, Wildwood NJ 08260  
Richard Harron, Sr., Superintendent of Public Works  
609-522-2942

### SEWER

Wildwood Sewer Utility  
3416 Park Blvd., Wildwood, NJ 08260  
609-522-5718  
Michael McIntyre  
609-741-2681  
Cape May County Municipal Utilities Authority  
1523 US-9 North, Cape May Court House, NJ 08210  
609-465-9026

## **West Wildwood Borough, Cape May County**

### ELECTRIC

Atlantic City Electric  
420 N. Main St., Cape May Court House, NJ 08210  
800-642-3780

### TELECOMMUNICATION

Verizon of New Jersey

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

1-888-262-1999

GAS

South Jersey Gas Company  
3800 Atlantic Ave, Atlantic City, NJ 08401  
1-888-766-9900

CABLE TELEVISION

Comcast  
800-945-2288

WATER

Wildwood Water Utility  
3416 Park Blvd., Wildwood, NJ 08260  
609-846-0600

PUBLIC WORKS

651 North Drive, West Wildwood, NJ 08260  
William Null, Supervisor  
Office: 609-522-4845  
Cell: 609-780-5392

SEWER

Borough of West Wildwood  
701 W. Glenwood Ave., West Wildwood, NJ 08260  
1-609-522-4845  
Cape May County Municipal Utilities Authority  
1523 US-9 North, Cape May Court House, NJ 08210  
609-465-9026

**Middle Township, Cape May County**

ELECTRIC

Atlantic City Electric  
420 N. Main St., Cape May Court House, NJ 08210  
800-642-3780

TELECOMMUNICATION

Verizon of New Jersey  
1-888-262-1999

GAS

South Jersey Gas Company  
3800 Atlantic Ave, Atlantic City, NJ 08401  
1-888-766-9900

CABLE TELEVISION

Comcast  
800-945-2288

WATER

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

New Jersey American Water  
1 Water Street, Camden, NJ 08102  
1-800-272-1325

**PUBLIC WORKS**

400 West Mechanic Street, Cape May Court House, NJ 08210  
Robert Flynn, Superintendent of Public Works  
609-465-8745

**SEWER**

Middle Township Sewer  
400 West Mechanic Street, Cape May Court House, NJ 08210  
609-465-8713  
Cape May County Municipal Utilities Authority  
1523 US-9 North, Cape May Court House, NJ 08210  
609-465-9026

**105.08 ENVIRONMENTAL PROTECTION**

THE LAST SENTENCE OF THE FIFTH PARAGRAPH AND THE FOLLOWING LIST ARE DELETED. THE FOLLOWING IS ADDED AFTER THE FIFTH PARAGRAPH:

This section also covers prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set forth in other sections of these specifications. For the purpose of these Specifications, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

There are necessary measures for protection of the environment. Environmental protection requirements under this contract are as important to overall completion of work as other technical aspects. Failure to meet the requirements of these specifications for environmental protection may result in work stoppages, or termination for default. No claims for extension of time or damages due to any such work stoppages are permitted. Promptly perform any repairs from damages caused by the violation of the provisions of these specifications at no additional cost to the State.

Also, comply with the following:

**1. Quality Control** - Establish and maintain quality control oversight for all items of the work. Report any deviations of the work with respect to the Contract Specifications or Plan Drawings to the RE by the close of business on the day of occurrence.

**2. Permits and Authorizations** - Comply with all requirements under the terms and conditions set out in the following permit(s) and authorization(s) listed below. New permits are under review with the issuing agencies and will be provided prior to contract award. These permit(s) and authorization(s) are available on BidX as attachments to these Special Provisions and the Conditions herein.

1. Department of the Army Permit. PENDING.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

2. State of New Jersey - Department of Environmental Protection – Division of Land Resource Protection.  
Waterfront Development Individual Permit PENDING.

**3. Environmental Protection Plan** - Within 10 days after the date of Notice of Award, submit in writing an Environmental Protection Plan containing detailed plans for compliance with all Federal, State and Local permit conditions. Approval of the Contractor's plan will not relieve the Contractor of its responsibility for adequate and continuing control of pollutants and other environmental protection measures. Include the following in the Environmental Protection Plan:

- a) Methods for protection of features to be preserved within authorized work areas. Prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historic, archeological, and cultural resources.
- b) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. Provide a written assurance that immediate corrective action will be taken to prevent pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- c) Plans showing locations of any proposed temporary excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials. Indicate the features designed to protect the road structure and the environment from dredged material spills or pipeline leaks for all pipeline road crossings or tunnels.
- d) Methods of protecting surface and ground water during construction activities.
- e) A description of the methods and measures for the prevention of oil spills (i.e., ground cover, containment, absorbent, etc.) Include detailed procedures for dealing with any oil or contaminant spill to include but not be limited to required notifications to regulatory agencies, a spill procedure checklist, spill procedure action diagram showing activities to be performed, Contractor's staff of responsible parties, subcontract or service companies and detailed 24-hour contact information for anyone in the Contractor's activity chain.
- f) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Include measures for marking the limits in the Environmental Protection Plan.

**4. Environmental Protection Logs/Final Summary Report** - Submit any logs and/or final summary report of sightings and incidents with endangered species or other reports and submittals as may be required by the permits.

**5. Subcontractors** - Compliance with this section by subcontractors is the responsibility of the Contractor.

**6. Notification** - The RE will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Environmental Protection Plan. After receipt of such notice, inform the RE of proposed corrective action and such action as may be approved. The Department will not grant time extensions, additional costs or damages allowed to the Contractor for any suspension of work resulting from noncompliance with the environmental protection requirements of the contract.

**7. Protection of Environmental Resources** – Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract during the entire period of this contract. Confine activities to areas defined by the plans and specifications.

- a) **Historical and Archeological Sites.** Ensure that locations eligible for or listed on the State or National Registers of Historic Places are not used for disposing, storing, or obtaining borrow excavation. For

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

information about historical places, consult the New Jersey Department of Environmental Protection Historic Preservation Office website at [www.state.nj.us/dep/hpo](http://www.state.nj.us/dep/hpo).

If, during construction activities, the Contractor observes items that may have prehistoric, historic or archeological value, immediately cease construction activities in that area and report such observations immediately to the RE so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in the destruction of these resources and prevent employees from trespassing on, removing, or otherwise damaging such resources. Do not resume construction operations until the Department provides direction.

There may be documented locations of historical resources and associated buffer areas shown on the plans. Provide the RE with 48 hours advance notice prior to dredging during weekday working hours in the vicinity of a historic resource buffer area, and 72 hours advanced notification for weekend dredging hours. All dredging activity within historic resource buffer areas must be observed by the State representative EHP inspector/observer. If any debris is observed within the historic resource buffer area during active dredging, immediately stop all dredging activities in the buffer area until notified by the EHP inspector/observer to resume dredging within the buffer area.

b) **Forests.** When performing work within or adjacent to State or National Forests or Parks, comply with the regulations of the State Fire Warden, State Division of Parks and Forestry, or other authority having jurisdiction.

Take reasonable precautions to prevent forest fires caused by construction operations and also other precautions requested by Forestry officials. If a wild fire occurs, immediately notify a Forestry official and the RE of the location and extent of the fire.

c) **Navigable Waters.** If work is required over, on, or adjacent to navigable waters, do not interfere with the free navigation of the waterways, and ensure that the existing navigable depths are not reduced, except as allowed by permits issued for the Project. Before beginning work in or over a navigable waterway for which maintenance dredging permits have been issued, notify the Coast Guard and other agencies specified by permit condition. Refer to the permit conditions in the environmental permits listed in section 105.08 2. and provided as attachments to these Special Provisions for notification requirements and other restrictions.

d) **Obstruction of Channel.** The Department is not responsible for keeping the channel free from vessels or other obstructions. Marine traffic in the immediate project area consists of pleasure and commercial vessels, including fishing vessels, and occasional barge and tug traffic. Local marine traffic has precedence over the dredging operations, except as approved in the Channel Closure Plan. Channel closures must be performed in accordance with the following schedule:

April 1 – September 30 of any given year (Except as listed below)  
Monday 9 AM through Thursday 9 PM – Anytime  
Thursday 9 PM through Monday 9 AM – No Channel closures allowed

October 1 – March 31 of any given year  
Monday through Sunday – Anytime

In addition, channel closures will not be permitted during the following holidays or events:

- Easter Sunday (Including 6:00 AM Saturday until Noon Monday)
- Memorial Day (See Note Below)

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

- July 4th (See Note Below)
- Labor Day (See Note Below)
- Election Day (See Note Below)

Note:

| If the Holiday Falls On | No Channel Closures Permitted       |
|-------------------------|-------------------------------------|
| Sunday or Monday        | 6:00 AM Friday until Noon Tuesday   |
| Tuesday                 | 6:00 AM Friday until Noon Wednesday |
| Wednesday               | 6:00 AM Tuesday until Noon Thursday |
| Thursday                | 6:00 AM Wednesday until Noon Monday |
| Friday or Saturday      | 6:00 AM Thursday until Noon Monday  |

All channel closure restrictions are subject to the approval of the Resident Engineer, NJDOT Office of Maritime Resources and the U.S. Coast Guard. Channel closures must also be in accordance with the approved Channel Closure Plan.

Upon completion of the work promptly remove plant, including ranges, buoys, piles, and other marks in navigable waters or on shore.

Prior to commencement of work on this Contract, notify the Commander, Fifth U.S. Coast Guard District of the intended operations and request that the project be published in the Local Notice to Mariners at least one week prior to the commencement of the construction operations. Furnish to OMR copies of correspondence with the U. S. Coast Guard regarding these issues and a copy of the published Notice to Mariners. Describe the location of marker buoys, turbidity curtains, and other potential interferences with navigation in the initial Notice to Mariners submittal and updated by direct communication between the Contractor and the USCG. Submit copies of all correspondence and summaries of any telephone conversations relating to these matters to OMR within 24 hours of occurrence.

- e) **Hazardous Material.** If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Department provides direction.
- f) **Disposal of Solid Wastes.** Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Conduct all handling and disposal in accordance with Federal, State, and local regulations.
- g) **Disposal of Discarded Materials.** Handle discarded materials other than those that can be included in the solid waste category as directed by the RE.
- h) **Protection of Water Resources.** Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

Turbidity - Conduct dredging and disposal operations in a manner to minimize turbidity and conform to all water quality standards and special conditions as prescribed by the approved permits and/or permit modifications.

Oil Spill Prevention - Prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Take immediate action to contain and clean up any spill of oily

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

substances, petroleum products, and hazardous substances. Immediately report such spills to the RE and appropriate authorities as outlined in the Environmental Protection Plan.

- i) **Protection of Fish and Wildlife Resources.** Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operations.
- j) **Protection of Air Resources.** Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Perform all activities, equipment, processes and work operations in strict accordance with the applicable air pollution standards of the State of New Jersey and all Federal emission and performance laws and standards.
- k) **Sound Intrusions.** Keep construction activities under surveillance and control to minimize damage to the environment by noise.
- l) **Preservation and Restoration of Landscape and Marine Vegetation Damages.** Restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas. Place swing anchors at the minimum distance outside the channel toes to provide for efficient maneuvering of the dredge, and to avoid damage to vegetation.

**8. National Environmental Policy Act (NEPA).** As required by the Department, DHS or FEMA comply with the provisions of the National Environmental Policy Act of 1969, Pub. L. 91-190, (codified at 42 USC Sections 4321-4347, and FEMA Policy No. 108.024.4 “Projects Initiated Without Environmental Review Required by the National Environmental Policy Act (NEPA)”, dated Dec. 18, 2013, in order to allow the Department to obtain reimbursement or as otherwise required by law.

**9. Endangered Species Act.** Comply with the Endangered Species Act of 1973, Pub. L. 93-205 (1973) (codified at 16 USC 1531-1544).

**10. Clean Air Act.** Comply with the Clean Air Act, 42 USC 7401-7671, and as implemented in 2 CFR Part 200, Appendix II.

**11. Clean Water Act.** Comply with the Clean Water Act, 33 USC 1251-1387, and as implemented in 2 CFR Part 200, Appendix II.

THE FOLLOWING SUBSECTION IS ADDED:

#### **105.11 ACCESS TO THE WORKSITE**

Water access to the dredging sites is from the Atlantic Ocean, Cape May and Hereford Inlets. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the New Jersey Turnpike, Garden State Parkway.

The Contractor is responsible for making an investigation of available roads for transportation, clearances for bridges, schedules of lift bridges, load limits for bridges and roads, and other conditions affecting the transportation of materials and equipment to the project site and disposal areas.

Any required transportation permits, or special transportation costs are the responsibility of the Contractor.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

## **SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE SECOND SENTENCE IS CHANGED TO:

Comply with 2 CFR 200.323 Procurement of Recovered Materials “to the highest percentage of recovered materials practicable” where the purchase price of the covered item listed exceeds \$10,000.

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

#### **1. Wholly State Funded Projects**

THE ENTIRE TEXT IS CHANGED TO:

**1. FEMA Reimbursable Projects.** 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 farm products or materials produced or manufactured outside of the United States on public work. The Department may allow exceptions if its enforcement would be inconsistent with the public interest, where the cost of enforcing the prohibition would be unreasonable, or where the material in question is not of a class or kind mined, produced, or manufactured in the United States.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## SECTION 107 – LEGAL RELATIONS

### 107.02 NONDISCRIMINATION

ENTIRE SUBSECTION IS CHANGED TO:

It is the policy of the Department that anyone performing work under any program, activity, or Contract with the Department, shall not discriminate on the basis of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English.

Pursuant to N.J.S.A. 10:2-1, the Contractor agrees that 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 their behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and this contract may be terminated by the Department, 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 Department of any prior violation of this section of the contract.

**Standard Title VI Assurance.** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), in accordance with 44 CFR Part 7, and 6 CFR Part 21, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), as they may be amended from time to time, which herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including 44 CFR Part 7 and 6 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to nondiscrimination on the grounds of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, affectional or sexual orientation, gender identity or expression, religion, liability for military service, veteran's status, income level or ability to read, write or speak English.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or FEMA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Department or FEMA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Department will impose such Contract sanctions as it or FEMA may determine to be appropriate, including, but not limited to:
  1. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  2. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Department or FEMA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Department to enter into any litigation to protect the interests of the Department. In addition, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") in accordance with the, Title VII of the Civil Rights Act of 1968, 44 CFR Part 7, and 6 CFR Part 21, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
3. Reserved;
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 44 CFR Part 16;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.);
6. Reserved;
7. The Civil Rights Restoration Act of 1987, (PL 100-209);
8. Title II and III of the Americans with Disabilities Act (42 U.S.C. § 12101- - 12213);
9. Reserved.
10. Executive Order 12898, Federal Actions to address Environmental Justice in Minority Populations and Low Income Populations;
11. Executive Order 13166, Improving Access to services for Persons with Limited English Proficiency" (70 Fed. Reg. at 74087 to 74100) and implementing guidance from DHS found at 76 Fed. Reg. 21755-21768 (Apr. 18, 2011);
12. Reserved.
13. Reserved.
14. Executive Orders 11246 and 11375 as amended
15. Section 503 of the Rehabilitation Act of 1973 as amended, and implemented in 41 CFR Part 60;
16. Section 4212 of the Vietnam Era Veteran's Readjustment Assistance Act, as amended
17. New Jersey Statutes N.J.S.A. 10:5-31 et seq.
18. New Jersey P.L. 1975 Chapter 27
19. Age Discrimination in Employment Act of 1967, codified at 29 USC Section 623.
20. Regulations regarding non-discrimination in FEMA assisted projects, 44 CFR Part 7.

#### **107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL**

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES**

THE SECOND PARAGRAPH IS CHANGED TO:

**Contract Assurance.** The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of the law and regulations pertaining to the Department of Homeland Security and Federal Emergency Management Agency in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages.
4. Disqualifying the Contractor from future bidding as non-responsive.

### **107.12.01 Satisfying the Notice Requirements**

THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Upon request, provide the RE with 5 copies of all documentation submitted in support of the claim.

## **107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES**

THE FOLLOWING IS ADDED

If legally applicable, observe 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 set forth by the DHS or FEMA if State contract is for the performance of experimental, developmental, or research work funded under a Federal Aid Project.

## **SECTION 108 – PROSECUTION AND COMPLETION**

### **108.01 SUBCONTRACTING**

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

5. Prior to mobilization provide a current list of all Subcontractors and a detailed description of their scopes of work. If a sub-contractor is proposed to perform the construction at the confined disposal facility, provide proof that they are pre-qualified with the NJDOT to perform work classification codes 1, 1c, 3, 3a, 3b, and 5. Work classification code definitions are located here:  
[http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/PrequalifiedVendors\\_NR\\_04092018\\_Redacted.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/PrequalifiedVendors_NR_04092018_Redacted.pdf)

Make available on request, a copy of all SBE subcontracts. Contractor shall not terminate a SBE subcontractor, lower tier SBE subcontractor, SBE transaction expeditor, SBE Regular dealer, SBE manufacturer and SBE trucker, or an approved substitute SBE firm, without good cause and prior written consent of DCR/AA. Prior to replacement of the SBE firm, the Contractor shall in writing, notify the SBE firm and the DCR/AA of its intent to request to terminate and/or substitute a SBE firm, the reason for the request, and that the SBE has 5 days to respond to the Contractor's notice and advise the DCR/AA and the Contractor of reasons why, if any, it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. Give the SBE 5 days to respond to the Contractor's notice and advise the Department and the Contractor of reasons why, if any, it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the DCR/AA may provide a response period shorter than 5 days. At the time the Contractor requests termination or replacement of a SBE firm, the Contractor must submit to the DCR/AA, documented evidence of its good faith efforts if they are replacing the terminated SBE firm with a non-SBE firm. The DCR/AA must approve the termination and substitution of all SBE subcontractors, lower tier subcontractors,

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

transaction expeditors, regular dealers, suppliers, manufacturers and truckers. The Contractor needs to show they began good faith efforts to replace with another SBE well in advance of the request to terminate or substitute. The Department's DCR/AA has sole authority to approve the termination, replacement or substitution of SBE subcontractors, lower tier subcontractors, transaction expeditors, regular dealers, suppliers, manufacturers and truckers.

If requesting approval for a third tier subcontract, submit a letter from the subcontractor permitting subcontracting to a third tier, and submit the request for approval to subcontract, completed by the second tier subcontractor. Ensure that no Work is performed by a third tier subcontractor before receiving written approval from the Department.

### **1. Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a.

There are no Specialty Items in this Project.

### **2. Limits and Restrictions.**

PART C IS CHANGED TO:

c. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's System for Award Management (SAM), located at: <https://sam.gov/content/exclusions>.

### **3. Subcontract Requirements.**

THE ENTIRE PART 3 IS CHANGED TO:

**3. Subcontract Requirements.** Ensure that subcontract agreements include the following Contract provisions:

**a. FEMA Reimbursable Projects.** When subcontracting work on a FEMA Reimbursable project, ensure the following are included in the subcontract agreement.

1. Small Business Enterprise Utilization on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 4)
5. State of New Jersey Mandatory Equal Employment Opportunity Language on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 5)
6. Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 6).
7. Federal Mandatory Equal Opportunity Language on FEMA Reimbursable Projects. (FEMA Reimbursable Project Attachment 7)

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

8. Byrd Anti-Lobbying Certification. (FEMA Reimbursable Project Attachment 8)
9. 2020 Federal Department of Homeland Security Standard Terms and Conditions. (FEMA Reimbursable Project Attachment 9)
10. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents. (FEMA Reimbursable Project Attachment 10)
11. Payroll Requirements for FEMA Reimbursable Projects (FEMA Reimbursable Project Attachment 11)
12. Miscellaneous Federal Requirements and Recommended Provisions Incorporated (FEMA Reimbursable Project Attachment 12)
13. Reserved.
14. The Standard Title VI Assurance found in Subsection 107.02, as amended or supplemented.
15. Reserved.
16. New Jersey Department of Labor Prevailing Wage Rate Determination.
17. New Jersey Department of Transportation Code of Ethics for Vendors.
18. Subsection 107.04 as amended or supplemented.
19. Subsection 106.10 as amended or supplemented.
20. The Contract Assurance found in Subsection 107.03, as amended or supplemented.

## **108.02 COMMENCEMENT OF WORK**

THE FOLLOWING IS ADDED TO THE LIST AFTER THE FIRST PARAGRAPH:

5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for dredging operations.
6. Notify the RE at least ten (10) days before dredging operations commence so that a before-dredging survey can be completed prior to the start of dredging

## **108.03 DAILY COMMUNICATIONS**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

For any dredge utilized, prepare and submit a “Daily Report of Operations” each day in an approved electronically transmitted format. An example daily production report with the categories and types of data required is included as an attachment to these Special Provisions as Dredging Related Project Attachment 1. Report additional information as directed by the RE, on the daily report to match the work being performed on the project. Submit for approval the format of the Daily Report of Operations and the submittal process prior to the start of dredging operations. For reporting purposes, the working day runs from midnight to midnight. Submit this report on a daily basis (by 11:00 AM the following working day) and not in groups for multiple days. Include copies of the original leverman’s or dredge operator’s delay log with each Daily Report of Operations. For cutter-hydraulic dredges, describe and record delays for any period when the dredge pump is not operating and pumping dredged material. Record operating delays in 5 minute intervals. Include descriptions of work at both the dredging and placement sites and for any mobilization/demobilization or other preparatory or final clean-up activities.

Additionally, maintain one up to date copy of all the daily reports on the dredge (or another location agreeable to the RE). Include in these reports a description of the work performed in sufficient detail so that the RE can review the progress of the work and include a listing of the equipment and man-hours expended on this phase of work.

Failure to submit acceptable Daily Production Reports will result in suspension of work by the RE pending corrective action by the Contractor. No compensable time extension will be awarded for any delay due to such failure to submit acceptable Daily Production Reports.

Further instructions on the preparation of the reports will be furnished at the Pre-Construction Meeting.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

### **Computerized Cutterhead Positioning System**

For all dredging, and for each dredge employed under this Contract, utilize a computerized positioning system capable of representing, recording, and displaying the horizontal and vertical position of the cutterhead at any given time throughout the dredging cycle. Commercially available or custom tracking systems meeting the requirements of this section will be considered for approval by the RE. The approved system must be capable of producing a record of the horizontal and vertical (x,y,z) positioning of the cutterhead in an approved electronic format at intervals of no greater than 5 seconds throughout the dredging cycle. The approved system must also be capable of representing, recording or displaying the horizontal position of the cutterhead footprint in a .dwg file or similar digital format. The method of obtaining and reporting this positioning data must be satisfactory to the RE. The positioning record file(s) will be submitted daily. Such submittal will be transmitted at the same time as the daily production reports for the dredge(s). The approved system must be demonstrated to be installed and working satisfactorily prior to the initial or continuing use of any dredge on the project.

## **108.05 SANITARY AND SAFETY PROVISIONS**

### **108.05.02 Safety Program**

THE FOLLOWING TWO PARAGRAPHS ARE REPLACEMENTS FOR LIST ITEMS 1 AND 2.

#### **Company Profile and Description**

THE FIRST PARAGRAPH UNDER PART 1 IS CHANGED TO:

- 1. Description** Describe the company's commitment to safety and provide current safety goals. Describe how the company demonstrates safety responsibility through compliance and by providing a safe and healthful work environment, including for subcontractors and suppliers. Provide the company Safety, Health, and Environmental Policy and Accountability Policy. Specify the procedures and rules that align to the NJDOT Project and describe how the project will be planned and managed to ensure safety

#### **2. Certification, Responsibility, and Identification of Personnel**

THE FIRST PARAGRAPH UNDER PART 2 IS CHANGED TO:

Describe the resources committed to the project, including personnel coverage, equipment, and supervision. Provide details about the lines of authority for managing safety at the company and on the project. Include in those details the roles and responsibilities for dredging-vessel Captains, vessel and shore supervisors, site management, and shoreside management. Indicate the onshore designated person.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Provide resumes of designated staff assigned to the positions of project-safety responsibility.

THE FOLLOWING PARAGRAPHS REPLACE PART 3.

#### **3. Elements of the Safety Management System.**

- a. Risk Awareness and Mitigation Process:** Include company's approach to hazard recognition, assessment, and countermeasures to control or mitigate hazards.
- e. Emergency Response:** Provide procedures for handling emergencies.
- f. Training Topics:** Describe how Contractor will conduct orientation and onboarding. Describe how employee and subcontractor training will be conducted, including that which addresses technical safety topics, Project-

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

specific conditions, regulatory compliance, and emergency response for injuries. Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.

**g. Subcontractor and Supplier Safety:** List requirements that subcontractors and suppliers must follow. Describe how subcontractors and suppliers fit into the company safety management system.

**h. Accountability:** Indicate how accountability on the Project will be managed. Provide forms that will document employee performance on the Project

**i. Safety Checklists/Documentation:** Provide examples of corresponding checklists or other documentation showing how risks and mitigators are identified, communicated, and managed.

**m. Additional Requirements:**

THE FOLLOWING IS ADDED TO SUBPART M.

21. Abrasive Blasting
22. Excavation and trenching plan
23. Fall overboard (man overboard) and abandon ship plan
24. Fatigue management plan
25. Float plan
26. Heat/cold stress prevention
27. Housekeeping plan
28. Indoor air quality plan
29. Lead abatement
30. Lighting plan for night operations
31. Lock out/tag out (LOTO)
32. Underwater dive operations plan

THE FOLLOWING SUBPARTS ARE ADDED:

**n. Reporting Processes:** Describe the reporting processes that are available to employees in the company. Describe specific processes used for the company medical program, as well as incident and injury reporting. Describe notification processes for absences or other types of safety-related information sharing, including names, contact information, and notification timeframes.

**o. Inspection and Audit Process:** Describe what the company does to inspect and audit safety on the project site. Provide project-specific samples of inspection and audit forms.

## 108.06 NIGHT OPERATIONS

### 1. Lighting Requirements and Illuminance Levels.

THE FOLLOWING IS ADDED AFTER THE LAST SENTENCE OF THIS SUBSECTION:

Light the marine operations in accordance with The Department of the Army Engineering Manual EM 385-1- 1, 30 November 2014 - Section 7

## 108.10 CONTRACT TIME

- A. Complete all work required for Substantial Completion on or before April 1, 2024.
- B. Achieve Completion on or before July 1, 2024.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

### **108.11.01 Extensions to Contract Time**

#### **B. Types of Delays.**

##### **2. Excusable, Non-Compensable Delays.**

###### **c. Extreme Weather.**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

Both the dredging and placement site areas are exposed and subject to severe weather conditions and extreme tidal occurrences. Weather information for the area can be obtained from the National Weather Service (NOAA). The types of weather delays referenced in Table 108.11.01-1 of the Standard Specifications are not applicable to dredging and placement activities associated with dredging operations. The RE will assess any delay claims due solely to weather and will extend Contract Time for excusable, non-compensable delays due to extreme weather at his sole discretion. Weather related delays will be tracked by the RE.

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

### **108.12 RIGHT-OF-WAY RESTRICTIONS**

THE ENTIRE TEXT IS CHANGED TO:

Obtain sufficient access and other rights from third parties for all loading, unloading, staging and equipment storage. The Department will only provide ROW rights to work areas.

### **108.13 SUSPENSION OF WORK**

THE FOLLOWING IS ADDED:

If the performance of all or any part of the work is for any period suspended, delayed, or interrupted by an act of the RE in the administration of this Contract, or by a failure of the RE to act within a reasonable time, compensation on account of suspension, delay, or interruption will be limited to the payment for those Tasks ordered by the RE.

If the RE orders a suspension of all of the work or a portion of the work, which is the current controlling operation or operations, for any reason, the days on which the suspension is in effect shall not be considered working days on working day contracts.

### **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

THE SECOND PARAGRAPH AFTER THE LIST IS CHANGED TO:

If the Department directs the Surety to complete the Contract, and the Surety elects to use a completion-contractor to perform the work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as per Section 108.01. The Department has the right to reject a request by the Surety to use the Contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety. In addition, the Department has the right to reject a request by the Surety to contract with employees of the Contractor, directly or under the direction of a consultant to the Surety, to complete the Contract. The Department's right to reject contained in this paragraph is based on the sole discretion of the Department.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

### **108.18 SUBSTANTIAL COMPLETION**

THE FOLLOWING IS ADDED AFTER THE SECOND SENTENCE IN THE FIRST PARAGRAPH:

As part of the inspection, the Department will perform one after-dredge survey at each channel reach as specified in Section 202.04.

THE LAST SENTENCE IN THIS SECTION IS CHANGED TO:

The date of Substantial Completion will be the latter of the date of the Contractor's notice or the date of receipt of a Department-performed AD survey that demonstrates full clearance at each channel reach of the required dredging template.

### **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

### **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- B. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$1,200/day.
- C. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$1,200/day.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

The Department does not typically measure quantities for Proposal Items, except quantities designated on the Plans as "if and where directed," for payment. The Contractor or the RE can measure Proposal Items for payment. If making a measurement for a change in payment, submit drawings, calculations, and other information demonstrating the as-built quantity to the party not initiating measurement. If the difference between the measured quantity and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will make payment based on the Contract quantity. If the difference is more than 10 percent of the Contract quantity, the Department will make payment based on the measured quantity. For each Item that the Contractor requests a Proposal Item be measured, and it is determined that the difference between the quantity measured and the Contract quantity is less than or equal to 10 percent of the Proposal quantity, the Department will deduct \$500.00. The Department will measure quantities for Proposal Items that are designated on the Plans as "if and where directed" for payment when the RE directs work using the "if and where directed" quantity.

### **109.05 ESTIMATES**

THE FOURTH PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

#### **B. On State Funded Projects**

- 1. No subcontractor or supplier was used on the project; or

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE TWELFTH PARAGRAPH IS CHANGED TO:

The Department will deduct and withhold 2 percent in retainage from the total Estimate amount for State Funded Projects. On State Funded Projects, the Contractor may not withhold subcontractor retainage that exceeds the amount of retainage that the Department withholds from the Contractor.

THE THIRTEENTH PARAGRAPH IS DELETED

#### **109.06 MATERIALS PAYMENTS AND STORAGE**

THE SUBSECTION IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

THE FOLLOWING SUBSECTION IS ADDED:

#### **109.13 NO REPRESENTATION BY FEDERAL EMPLOYEES**

Comply with the provisions of 18 USC 203 and 205. Ensure that no federal employee represents the Contractor or a subcontractor before any federal agency. Be aware that part-time FEMA "disaster reservists" are considered FEMA

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

employees for purposes of this paragraph.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.03.01 Performance Bond and Payment Bond**

THE FIRST SENTENCE IS CHANGED TO:

Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 14 days of the date of Award or Conditional Award.

### **SECTION 152 – INSURANCE**

#### **152.03.01 Railroad Protective Liability Insurance**

It is estimated that zero percent of the Project cost is located within or adjacent to the railroad ROW.

#### **152.03.02 Pollution Liability Insurance**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

In the event Pollution Liability insurance is required for the work, the Contractor shall obtain, or require its Subcontractor to obtain, pollution liability insurance and name as additional insureds the entities identified by the RE.

### **SECTION 153 – PROGRESS SCHEDULE**

#### **153.03.03 Bar Chart Progress Schedule and Updates**

SECTIONS 153.03.01 AND 153.03.02 ARE DELETED IN THEIR ENTIRETY

##### **A. Schedule.**

SUBPARTS 1 THROUGH 8 FOLLOWING THE THIRD PARAGRAPH ARE DELETED AND REPLACED WITH THE FOLLOWING:

Within seven days prior to commencement of dredging operations, submit a fully developed construction schedule. Indicate on the bar-chart schedule or equivalent type schedule in detail each construction activity for preparation of the dredging and placement of dredged material into the Dredged Material Dewatering site. Express mobilization and dredging activities in segments related to the channel or in groups of work in units of one calendar day and indicate the appropriate work on the schedule calendar. Assign the duration, man-hour loading, and Contractor's dollar value to each activity. Indicate the work calendar for each activity. Include separately a detailed list of the equipment to be utilized. The format and details of the Bar Chart Progress Schedule must be approved by the RE prior to commencement of any work.

Perform the dredging in a continuous manner from the chosen starting point to completion point of each entire channel reach or in appropriate sequential segments. Provide a schedule of operation. Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Complete all work in channels within the contract period and within allowable permit timeframes. More than one dredge and dredging equipment location may be used to perform work simultaneously to complete the project within the allowable permit timeframes. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

If the project falls behind schedule for non-excusable delays, so that the schedule indicates that the work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

The schedule shall be in a suitable scale to indicate the percentage of work scheduled for completion at any time. The progress schedule shall include, as a minimum, one activity for each Item, however, the RE may require, and the Contractor shall provide, a breakdown of each discrete component part to be included in the progress schedule for certain Items. The Contractor shall include in the progress schedule, or in a separate submission, a schedule of working drawing submissions. The Contractor shall update the progress schedule when conditions have changed such to invalidate the current schedule. Schedules are to be submitted within 1 day of such request.

## **SECTION 154 – MOBILIZATION**

### **154.03.01 Mobilization**

THIS SECTION IS REPLACED WITH THE FOLLOWING:

The Work includes furnishing all materials and equipment and performing all labor necessary to assemble and set up to complete the project. This includes the initial and any interim movement of personnel and equipment to/from each project site or channel assignment, the establishment of the Contractor's offices, shops, storage areas, sanitary and other equipment or facilities required by this Contract as well as by Federal, Local, or State law and all other Work and operations which must be performed prior to beginning Work on other items. The cost of required insurance and any other initial expense required for the start of Work on this project and not included in other payment items is included in the item Mobilization.

The Work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of dredging, towing, transport, attendant plant and equipment required for all specified dredging Work. This also includes any initial mobilization and interim mobilizations between project locations and channel assignments.
2. Mobilization, demobilization and relocation of boosters, pipelines, pipeline valves, and any other equipment required to perform the placement of dredged material at the designated placement location.
3. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor. Additional costs of interim demobilization and remobilization and demobilization for a second season of dredging are the responsibility of the contractor.
4. Any mobilization and demobilization activities necessary to meet the requirements for placement of material at the Dredged Material Dewatering site.
5. Satisfactory submittal of all pre-Work submittals

### **154.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS REPLACED AS FOLLOWS:

The Department will make payment for the Item as follows:

| <i>Item</i>  | <i>Pay Unit</i> |
|--------------|-----------------|
| MOBILIZATION | LUMP SUM        |

Payment for MOBILIZATION is included in and covered by the Lump Sum price bid under this Item. Payment will be made on the following schedule:

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

1. Thirty percent (30%) of the lump sum bid price upon completion of the initial mobilization site preparation completion for acceptance.
2. Forty percent (40%) upon initial mobilization to the dredging work site and commencement of dredging.
3. Thirty percent (30%) upon completion and final acceptance of all the Work.

The initial mobilization to the dredging work site is deemed complete after the first 24-hour period in which dredged material is placed into the Dredged Material Dewatering site in accordance with the requirements of the Contract and approved by the RE. No combination of payments will be made that exceeds 100% of the lump sum item.

Should the amount of this lump sum bid item “MOBILIZATION” be more than that determined to be reasonable by the RE, the Contractor is required to substantiate that the bid item represents actual costs for the initial mobilization and costs reasonably anticipated to accrue for any potential interim and final demobilization and remobilization. Lacking such substantiation, the RE will designate that a portion of the lump sum item be paid at the time of initial mobilization as compensation for the initial mobilization and that the remaining amount of the lump sum bid item be paid with the payment for completion and final acceptance of all the Work.

## **SECTION 155 – CONSTRUCTION FIELD OFFICE**

### **155.03.01 Field Office**

#### **4. Communication Equipment.**

**c. Cell Phones.** Provide 3 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage and an anticipated monthly usage of 900 anytime minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:

1. Push to Talk / Walkie-Talkie capable
2. Camera with 8 megapixel picture capability
3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
4. Equipped with a hands-free headset
5. Base charger and car charger

**d. Computer System.** Provide a computer system meeting the following requirements:

3 computer configurations in the form of laptops, desktops or a combination of both as directed by the RE, meeting the following:

1. Equipped with an Intel i7 8th processor or equal; having a clock speed of 2.6 GHz or faster, 8 GB RAM, 256 Gigabytes SSD designated as drive C. Wireless/Bluetooth Mouse. Ensure the system is USB 3.0 compatible and has at least two front USB ports. Include wireless keyboard and wireless/Bluetooth mouse.
2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least 1 wired Ethernet switch.
3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and 15 corresponding formatted data cartridges corresponding to the tape drive size.
6. One Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
7. Uninterruptible power supply (UPS).

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 3 Computer workstations, chairs, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

If more than one computer configuration is specified, provide one network interface card for the base computer configuration and hardwire connections between computer configurations as directed by the RE.

Also provide:

- 6 USB 64 GB Flash/Jump memory drives
- 6 USB-C 32GB Memory Drives.
- 6 Portable Power Banks of at least 20,000 MaH or greater.
- 4 Power Inverters of 750 Watts or greater.
- 1 color inkjet printer and supplies as follows:
  1. With printing color and black and white scanning and copying capabilities.
  2. One set of printer ink cartridges every other month for the duration of the construction project for each printer or as needed.

Software as follows:

1. Microsoft Windows, latest version with future upgrades for the duration of the entire project.
2. Microsoft Office Professional, latest version.
3. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
4. Anti-Virus software, latest version with monthly updates for the duration of the contract.
5. Adobe Acrobat Professional, w/ PDF editor capabilities.

#### THE THIRD PARAGRAPH IS CHANGED TO:

When the computer system is no longer required by the RE, the Department will remove and destroy the hard drive, and return the computer system to the Contractor. The Department will retain other data storage media.

#### THE FOLLOWING SUBPART IS ADDED:

**e. Marine Radios.** Provide 6 Waterproof handheld marine VHF two-way radios that are capable of transmitting and receiving on channel 13 (ship-to-ship), channel 16 (hailing/emergency), and channel 22A (USCG Liaison and Marine Safety Information Broadcasts) as well as local working channels for project use including those used by the Contractor.

#### 6. Office Equipment. Provide the following:

- b. Two (2) digital cameras. Such as Canon PowerShot SX20 or approved equal, GPS enabled, integrated flash, auto focus, 12.1 mega pixel, 20x optical zoom, 3.0" LCD screen, USB port and any required accessories, such as adaptors, and battery charging module.
  - i. Two (2) Camera carrying cases
  - ii. Replacement Batteries as requested by the RE
  - iii. Two (2) Sets of 16 GB compatible memory cards

#### 7. Inspection Equipment.

1. 1 Calculator with trigonometric capability.
2. 1 Date/ Received stamp and ink pad.
3. 1 Cloth tape, 100 feet.
4. 1 Illuminated measuring wheel.
5. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

6. 4 Safety garments – orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
7. 4 Sets of rain gear with reflective sheeting.
8. 4 Sets of hearing protection with a NRR rating of 22 dB.
9. 4 Sets of eye protection according to ANSI Z87.1.
10. 4 Lantern flashlight, 6V with monthly battery replacements.
11. 2 Hard Bound Daily Diaries, 5 1/2" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
12. 25 Legal size hanging folders.
13. 25 Legal size manila file folders – three tab.
14. 4 sets of Mustang Survival Model No. MS2175 22 survival suits or approved equal .
15. 6 Adult Sized USCG Approved Floatation Devices.
16. 4 pairs of steel-toed muck boots.
17. 4 pairs of cold weather gloves.
18. 1 box of disposable coveralls including Small, Medium, Large and XL sizes.
19. 1 Means of marine transportation, capable of transporting at least four passengers at a time. Provide the marine transportation and licensed operator for the use of the RE and his representatives for inspection and survey purposes throughout the duration of the in-water work. The marine transportation must be in compliance with the U.S. Coast Guard's Boating Safety Division, as well as all Federal and State laws and regulations. Equip the marine transportation with all applicable safety features and all required Coast Guard safety equipment (including but not limited to life jackets, fire extinguishers, running lights, throwable flotation devices, etc.). Provide marine transportation that complies with all applicable OSHA regulations.
20. Personal protective equipment to include but not limited to boots, waders, work vests, insect protection, and any similar equipment designated by the contractor's safety representative or the RE.

#### **155.03.02 Field Office Maintenance**

THE FOLLOWING IS ADDED:

Maintain the RE's marine transportation and accessories in good repair and operating condition, and provide all necessary fuel, safety equipment and other supplies and parts, obtain any permits, licenses and pay all insurance premiums or other fees that may be required in connection with its operation for the entire period that is required under this contract. The marine transportation is required for the duration of the in-water work. Repair or replace inoperable or defective marine transportation, accessories and related supplies within 24 hours

## **SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

#### **157.03.01 Construction Layout**

THE FOURTH PARAGRAPH IS CHANGED TO:

From the monuments, control data and elevations referenced in the Contract plans and specifications, complete the layout of the work and be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract plans. Perform Layout under the direct supervision of a New Jersey Licensed Land Surveyor.

THE FOLLOWING IS ADDED:

#### Beach Creek 1 Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.46 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### Beach Creek 2 Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.53 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### Ottens Canal Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.54 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### Ottens Canal Lagoon Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.54 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### West Wildwood Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.55 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### Post Creek Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.69 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

#### Ottens Harbor Channel

The Project Vertical Datum for dredging is MLW. MLW is 2.61 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System. Perform progress surveys

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

of the Work in the channel dredging area(s) and in any of the placement areas to confirm that the Work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

**Dredged Material Dewatering Site 1 (DPW)**

The Project Vertical Datum for the Dredged Material Dewatering Site (DPW) is NAVD88. NAVD88 is 2.69 feet above the MLW datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

**Dredged Material Dewatering Site 2 (26th Avenue)**

The Project Vertical Datum for the Dredged Material Dewatering Site (26<sup>th</sup> Avenue) is NAVD88. NAVD88 is 2.54 feet above the MLW datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

**Dredged Material Dewatering Site 3 (Municipal Parking Lot)**

The Project Vertical Datum for the Dredged Material Dewatering Site (Municipal Parking Lot) is NAVD88. NAVD88 is 2.53 feet above the MLW datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program (v4.0.1). National Geodetic Survey (NGS) survey control location map is included in the contract plans. The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, they may be replaced by the Department, at its discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The RE may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

Perform progress surveys of the work in the dredge area(s) and in any beach fill areas to confirm that the work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

**157.03.02 Monument**

THE SUBPART IS CHANGED TO:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL**

### **158.03.02 SESC Measures**

#### **15. Construction Driveway**

THE FOLLOWING ADDED AFTER THE FIRST PARAGRAPH:

Prior to construction of the Construction Driveway, prepare and submit to the RE a report documenting the existing conditions at the driveway site locations. The report is to include written descriptions and photographs of the site sufficient to document all existing structures, curbing, pavement, signage, utility work, and any items of private property that exist. Further included are to be records documenting pre-construction location inspections for all underground or existing utilities performed by a third-party utility location service. Physically stake out the location and limits of the planned construction driveways and notify the RE when ready for inspection and approval prior to any clearing or construction of the driveways.

## **SECTION 159 – TRAFFIC CONTROL**

### **159.03.01 Traffic Control Coordinator**

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

#### **1. Construction Signs**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain the number of project signs as shown in the Plans throughout the project duration. Construct the signs as shown in the Plans. Place the sign(s) at the locations as directed by the RE.

### **159.03.02 Traffic Control Devices**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

#### **2. Construction Barrier Curb.**

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

## **SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE SECTION 160 IS CHANGED TO:

### **160.01 DESCRIPTION**

This Section describes the requirements for price adjustments for fuel and asphalt usage.

### **160.02 MATERIALS**

(Intentionally Blank)

### **160.03 PROCEDURE**

#### **160.03.01 Fuel Price Adjustment**

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's Estimate quantity is to the total of the Item's time period estimates.

**Table 160.03.01-1 Fuel Price Adjustments**

| <b>Items</b>                    | <b>Fuel Usage Factor</b>     |
|---------------------------------|------------------------------|
| EXCAVATION, UNCLASSIFIED        | 0.50 Gallons per Cubic Yard  |
| EXCAVATION, REGULATED MATERIAL  | 0.50 Gallons per Cubic Yard  |
| EXCAVATION, ACID PRODUCING SOIL | 0.50 Gallons per Cubic Yard  |
| REMOVAL OF PAVEMENT             | 0.25 Gallons per Square Yard |
| MICRO-MILLING                   | 0.25 Gallons per Square Yard |
| HMA MILLING, 3" OR LESS         | 0.25 Gallons per Square Yard |
| HMA MILLING, MORE THAN 3" TO 6" | 0.25 Gallons per Square Yard |
| CONCRETE MILLING                | 0.25 Gallons per Square Yard |

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

**Table 160.03.01-1 Fuel Price Adjustments**

| <b>Items</b>   | <b>Fuel Usage Factor</b>     |
|--|------------------------------|
| HMA PROFILE MILLING                                    | 0.25 Gallons per Square Yard |
| BREAKING PAVEMENT                                      | 0.25 Gallons per Square Yard |
| RUBBLIZATION   | 0.25 Gallons per Square Yard |
| SUBBASE  | 1.00 Gallon per Cubic Yard   |
| I- SOIL AGGREGATE                                      | 1.00 Gallon per Cubic Yard   |
| SOIL AGGREGATE BASE COURSE, ____ " THICK               | 1.00 Gallon per Cubic Yard   |
| SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS         | 1.00 Gallon per Cubic Yard   |
| DENSE-GRADED AGGREGATE BASE COURSE, ____ " THICK       | 1.00 Gallon per Cubic Yard   |
| DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS | 1.00 Gallon per Cubic Yard   |
| CONCRETE BASE COURSE, ____ " THICK                     | 0.25 Gallons per Square Yard |
| CONCRETE BASE COURSE, REINFORCED ____ " THICK          | 0.25 Gallons per Square Yard |
| ASPHALT-STABILIZED DRAINAGE COURSE                     | 2.50 Gallons per Ton         |
| OPEN-GRADED ____ FRICTION COURSE                       | 2.50 Gallons per Ton         |
| HOT MIX ASPHALT ____ SURFACE COURSE                    | 2.50 Gallons per Ton         |
| HOT MIX ASPHALT ____ INTERMEDIATE COURSE               | 2.50 Gallons per Ton         |
| HOT MIX ASPHALT ____ BASE COURSE                       | 2.50 Gallons per Ton         |
| MODIFIED OPEN-GRADED ____ FRICTION COURSE ____         | 2.50 Gallons per Ton         |
| ULTRA-THIN FRICTION COURSE                             | 2.50 Gallons per Ton         |
| STONE MATRIX ASPHALT ____ SURFACE COURSE               | 2.50 Gallons per Ton         |
| HIGH PERFORMANCE THIN OVERLAY                          | 2.50 Gallons per Ton         |
| BINDER RICH INTERMEDIATE COURSE                        | 2.50 Gallons per Ton         |
| BRIDGE DECK WATERPROOFING SURFACE COURSE               | 2.50 Gallons per Ton         |
| NON-VEGETATIVE SURFACE, HOT MIX ASPHALT                | 2.50 Gallons per Ton         |
| COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT   | 2.50 Gallons per Ton         |
| CONCRETE SURFACE COURSE, ____ " THICK                  | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 4" THICK                            | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 5" THICK                            | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 6" THICK                            | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, 8" THICK                            | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, REINFORCED, 6" THICK                | 0.25 Gallons per Square Yard |
| CONCRETE SIDEWALK, REINFORCED, 8" THICK                | 0.25 Gallons per Square Yard |
| DIAMOND GRINDING OF CONCRETE SURFACE COURSE            | 0.25 Gallons per Square Yard |
| DIAMOND GRINDING EXISTING CONCRETE PAVEMENT            | 0.25 Gallons per Square Yard |
| SLURRY SEAL AGGREGATE, TYPE II                         | 2.5 Gallons per Ton          |
| SLURRY SEAL EMULSION                                   | 0.10 Gallons per Gallon      |
| CONCRETE BRIDGE APPROACH                               | 0.50 Gallons per Cubic Yard  |
| CONCRETE CULVERT                                       | 1.00 Gallon per Cubic Yard   |
| CONCRETE FOOTING                                       | 1.00 Gallon per Cubic Yard   |
| CONCRETE WING WALL                                     | 1.00 Gallon per Cubic Yard   |
| CONCRETE PIER COLUMN PROTECTION, HPC                   | 1.00 Gallon per Cubic Yard   |

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

**Table 160.03.01-1 Fuel Price Adjustments**

| <b>Items</b>   | <b>Fuel Usage Factor</b>    |
|--|-----------------------------|
| CONCRETE PIER COLUMNS AND CAP                              | 1.00 Gallon per Cubic Yard  |
| CONCRETE ABUTMENT WALL                                     | 1.00 Gallon per Cubic Yard  |
| CONCRETE PIER SHAFT  | 1.00 Gallon per Cubic Yard  |
| CONCRETE PEDESTRIAN BRIDGE                                 | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE DECK                                       | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE DECK, HPC                                  | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE SIDEWALK                                   | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE SIDEWALK HPC                               | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE PARAPET                                    | 1.00 Gallon per Cubic Yard  |
| CONCRETE BRIDGE PARAPET HPC                                | 1.00 Gallon per Cubic Yard  |
| 15" BY 32" CONCRETE BARRIER CURB, BRIDGE                   | 0.12 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB, BRIDGE                   | 0.17 Gallon per Linear Foot |
| 21" BY 34" CONCRETE BARRIER CURB, BRIDGE                   | 0.15 Gallon per Linear Foot |
| 24" BY 42" CONCRETE BARRIER CURB, BRIDGE                   | 0.21 Gallon per Linear Foot |
| CAST-IN-PLACE CONCRETE PILES, DRIVEN ____ " DIAMETER       | 1.00 Gallon per Cubic Yard  |
| RETAINING WALL, LOCATION NO. ____                          | 0.10 Gallon per Square Foot |
| CONCRETE MEDIAN BARRIER, HPC                               | 0.16 Gallon per Linear Foot |
| 15" BY 41" CONCRETE BARRIER CURB                           | 0.28 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB                           | 0.17 Gallon per Linear Foot |
| 15" BY 54" CONCRETE BARRIER CURB                           | 0.15 Gallon per Linear Foot |
| 38" BY 79" CONCRETE BARRIER CURB                           | 0.40 Gallon per Linear Foot |
| 24" BY 39" CONCRETE BARRIER CURB                           | 0.18 Gallon per Linear Foot |
| 18 5/8" BY 65" CONCRETE BARRIER CURB                       | 0.20 Gallon per Linear Foot |
| 32" BY 41" CONCRETE BARRIER CURB                           | 0.24 Gallon per Linear Foot |
| 24" BY 41" CONCRETE BARRIER CURB                           | 0.19 Gallon per Linear Foot |
| 24" BY 45" CONCRETE BARRIER CURB                           | 0.19 Gallon per Linear Foot |
| 15" BY 35" CONCRETE BARRIER CURB, DOWELLED                 | 0.09 Gallon per Linear Foot |
| 15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB               | 0.28 Gallon per Linear Foot |
| 24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB               | 0.15 Gallon per Linear Foot |
| 15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED     | 0.24 Gallon per Linear Foot |
| 24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED     | 0.15 Gallon per Linear Foot |
| 19" BY 32" CONCRETE BARRIER CURB, DOWELLED                 | 0.10 Gallon per Linear Foot |
| 24" BY 32" CONCRETE BARRIER CURB, DOWELLED                 | 0.13 Gallon per Linear Foot |
| 24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED             | 0.18 Gallon per Linear Foot |
| 24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED | 0.15 Gallon per Linear Foot |
| 24" BY 35" CONCRETE BARRIER CURB, DOWELLED                 | 0.13 Gallon per Linear Foot |
| GROUND MOUNTED BARRIER CURB                                | 0.15 Gallon per Linear Foot |
| 15" BY 51" F SHAPE CONCRETE BARRIER CURB                   | 0.34 Gallon per Linear Foot |
| 24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB               | 0.23 Gallon per Linear Foot |
| 24 1/2" BY ____ " F SHAPE CONCRETE BARRIER CURB, DOWELLED  | 0.23 Gallon per Linear Foot |

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

**Table 160.03.01-1 Fuel Price Adjustments**

| Items   | Fuel Usage Factor           |
|---|-----------------------------|
| 15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED  | 0.34 Gallon per Linear Foot |
| 15" BY ____" F SHAPE CONCRETE BARRIER CURB, DOWELLED            | 0.34 Gallon per Linear Foot |
| VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB | 0.34 Gallon per Linear Foot |
| 9" BY 16" CONCRETE VERTICAL CURB                                | 0.04 Gallon per Linear Foot |
| 9" BY 18" CONCRETE VERTICAL CURB                                | 0.04 Gallon per Linear Foot |
| 9" BY 20" CONCRETE VERTICAL CURB                                | 0.04 Gallon per Linear Foot |
| 9" BY 22" CONCRETE VERTICAL CURB                                | 0.05 Gallon per Linear Foot |
| 9" BY 14" CONCRETE VERTICAL CURB                                | 0.03 Gallon per Linear Foot |
| 9" BY 4" CONCRETE VERTICAL CURB, DOWELLED                       | 0.01 Gallon per Linear Foot |
| 9" BY 6" CONCRETE VERTICAL CURB, DOWELLED                       | 0.01 Gallon per Linear Foot |
| 9" BY 8" CONCRETE VERTICAL CURB, DOWELLED                       | 0.02 Gallon per Linear Foot |
| 9" BY 10" CONCRETE VERTICAL CURB, DOWELLED                      | 0.02 Gallon per Linear Foot |
| 12" BY 13" CONCRETE SLOPING CURB                                | 0.04 Gallon per Linear Foot |
| 12" BY 3" CONCRETE SLOPING CURB, DOWELLED                       | 0.01 Gallon per Linear Foot |
| " BY      " CONCRETE SLOPING CURB, DOWELLED                     | 0.01 Gallon per Linear Foot |
| 9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB                    | 0.04 Gallon per Linear Foot |
| 9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED          | 0.02 Gallon per Linear Foot |

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

The Department will post the Fuel Price Index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

## 160.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

The Department will measure and make payment for Items as follows:

| Item                  | Pay Unit |
|-----------------------|----------|
| FUEL PRICE ADJUSTMENT | DOLLAR   |

The Item FUEL PRICE ADJUSTMENT must be included in the Proposal to qualify for payment.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## **161 – FINAL CLEANUP**

### **161.03.01 Final Cleanup**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Remove all of the Contractor's plant and equipment either for disposal or reuse. Unless otherwise approved, the Contractor will not be permitted to abandon any equipment in the disposal area for dredged materials or other areas adjacent to the worksite.

Restore Dewatering Site by removing geotextile drainage layer, and impervious membrane liner, with the coarse aggregate and underlying protective geotextile to remain. Restore all other areas to pre-existing condition.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## DIVISION 200 – EARTHWORK

### SECTION 201 – CLEARING SITE

#### **201.03.01 Clearing Site**

PART A IS CHANGED TO:

A. **Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.  
THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

B. **Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

THE FOLLOWING IS ADDED:

Clear the entirety of the Dredged Material Dewatering site to the limits marked on the Plans by mowing or chopping of the phragmites to the existing ground elevation. Do not disturb the root mat more than is needed to access the clearing operations. Uncover and remove debris, trash or obstructions that could penetrate the geotextile tube field geotextiles or geotextile tube material.

### SECTION 202 – EXCAVATION

#### **202.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section also describes the requirements for performing all dredging and the transportation, placement and disposal of all dredged material.

#### **202.02 MATERIALS**

THE FOLLOWING SUBPART IS ADDED:

##### **202.02.01 EQUIPMENT**

Employ a minimum complement of plant (dredges, pipeline, booster pumps, scows, unloading and placement equipment) on the project such that the average daily production indicated in the approved project schedule and work plans under conditions similar to this project including material types, pipeline/tow lengths, dredging constraints (such as pilings, docks, traffic or channel configuration) placement area type and discharge constraints due to permit conditions or physical conditions, weather conditions, sea state, tidal currents, operating hour constraints and other permit or site conditions is achieved. Provide historic references on at least two projects of a minimum 30 dredging days each of production by the equipment designated for use on this project that meets the average productions shown in the work plan submittal and approved project schedule.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Measure and report the capacity of the dredging plant operations to the RE for project schedule review and revise schedule projections based on the actual production of the work performed.

## **202.03 CONSTRUCTION**

THE FOLLOWING SUBSECTIONS ARE ADDED:

### **202.03.12 Method of Dredging**

Dredging may be performed with either a cutter-suction dredge or a mechanical dredge. Should a mechanical dredge be employed, use a fully enclosed bucket (environmental bucket). Ensure that no leaks, overflow, scupper discharge or other means allows dredged material to enter the water during the transport process.

Excavate all dredged material within the channels to the required depths and transport to the approved beach placement site or Dredged Material Dewatering site as shown on the plans. Submit daily production information on dredging progress using the report format included in the appendices to these Special Provisions. Furnish additional equipment for removal of trash and debris such as a barge-mounted excavator or crane to remove and transport materials to an approved off-site disposal site. Do not place trash, debris, or similar materials other than dredged material in the approved placement site.

### **202.03.13 Continuity of Work**

Sequence the dredging such that the channel depth is completed in a continuous manner. Leave no shoals or obstructions that block the continuity of the work completed at any time during the project. Do not change the approved sequence of dredging in the work plan without the written approval of the RE.

### **202.03.14 Pumping of Bilges**

Do not pump or release oil or bilge water containing oil into any waterway. Pumping of oil or bilge water containing oil into a navigable water, or into areas which would permit the oil to flow into such water, is prohibited by Section 13 of the River and Harbor Act of 1899, approved March 3, 1899 (30 Stat. 1152, 33 U.S.C. 407). Violation of this prohibition is subject to the penalties under the referenced Acts.

### **202.03.15 Historical Period Shipwreck Sites**

If any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located and/or recovered, or struck immediately notify the RE. The Contractor acknowledges that the site(s), articles, or other materials are the property of the State of New Jersey. Perform any work in the vicinity of documented historical resource locations and associated buffer areas as shown on the plans as per Section 105.08 7. a).

### **202.03.16 Fuel Oil Transfer-Operations**

Perform fuel oil transfer operations in accordance with U.S. Coast Guard regulations (33 CFR 156.120.)

### **202.03.17 Signal Lights**

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the U S Coast Guard governing lights and day signals to be displayed; vessels working on wrecks, dredges and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing of other vessels of floating plant working in navigable channels, as set forth in Commandant US Coast Guard Instruction M16672.2, Navigation Rules: International – Inland (COMDTINST M 16672.2) or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 89 (Inland) as applicable.

### **202.03.18 Inspection**

Furnish the use of such boats, boatman, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be necessary in properly inspecting and supervising the work. Provide a means of marine transportation as specified in section 155 of these Special Provisions and supplements thereto from all points on shore designated by the RE to and from the project area.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

### **202.03.19 Notification of the U S Coast Guard and NJDEP Bureau of Coastal Engineering**

- 1. Navigation Aids** - Do not remove, change the location, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. Only the U S Coast Guard or Bureau of Coastal Engineering is permitted to remove navigation aids located within or near the areas required to be dredged in advance of dredging operations.
- 2. Dredging Aids** - Obtain approval from the U S Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Do not color or place dredging aid markers and lights in a manner that they will obstruct or be confused with navigation aids.

### **202.03.20 Work Area**

Exclude the public from the work areas in the immediate vicinity of dredging, transporting, and disposal operations. Coordinate with local boating, commercial fishing interests, municipalities and/or other interested parties to affect suitable arrangements for maintenance of marine or other traffic during the dredging operations. Should restricted access enforcement assistance be required, coordinate with local enforcement agencies. Take measures to exclude the public from active work areas.

- 1. Access** - Access to the dredge area is by water only. Provide safe, well-lighted, 24-hour, access to the dredge for employees as needed and for personnel as requested by the RE. Obtain all necessary permissions for use of landing areas to load and offload crews and supplies. Provide adequate parking at the access area for a minimum of 4 automobiles for RE use.

Provide and maintain safe access necessary for equipment and plant to and from the work site, mooring area, and disposal area. Ascertain the environmental conditions that can affect the access such as climate, winds, current, waves, depths, shoaling, and scouring tendencies.

- 2. Protection of Existing Waterways** - Conduct operations in such a manner that material or other debris are not placed outside of dredging limits or otherwise deposited in existing side channels, the AIWW, or other areas being utilized by vessels. Promptly remove and properly dispose of any bottom material or other debris placed into areas described above because of the work.

### **202.03.21 Utility Crossing**

Verify the locations and depths of any utility crossings and take precautions against damages which might result from its operations, especially the bucket or cutterhead and the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. If any damage occurs as a result of its operations, suspend dredging until the damage is repaired. Costs for repair of the damaged utilities and downtime of the dredge and attendant plant are not compensable and are the responsibility of the Contractor.

Refer to the NJDOT Standard Specifications for Road and Bridge Construction 2019 section 105.07 for notification requirements and procedures for determining the location of existing utilities.

### **202.03.22 Dredge Pipelines**

#### **1. Dredge Discharge Pipelines**

Plainly mark the pipeline locations in accordance with USACE Safety Manual EM 385-1-1, 30 Nov. 14 section 19G03 and at the direction of the RE. Maintain the marking throughout the duration of pipeline use. Ensure all such markers are visible to the boating public and lighted during darkness. Maintain a watertight dredge discharge pipeline to prevent spillage of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Cease

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

dredging immediately should breaks, spillage, leaks in the pipeline or visible turbidity plumes occur and notify the RE. Do not resume dredging until the necessary repairs have been accomplished. Inform the RE at what time the problems were found, time when action was taken to correct the problems and time that dredging resumed. Include a detailed description of the incident on the Daily Production Report.

**2. Submerged Pipeline**

Should the Contractor elect to use submerged pipeline, rest the pipeline on the bottom. Place the pipeline so the top of the submerged pipeline, top of connection assemblies, weights or anchors provides no impediment to navigation. In channel crossings, ensure the top of any pipeline or appurtenance is no shallower than the project depth. Should a pipeline material that is buoyant or semi-buoyant be used (such as HDPE pipe) securely anchor the pipeline to prevent the pipeline from lifting off the bottom or sliding along the bottom under any conditions. Remove all anchors when the submerged line is removed. Mark the location of the entire length of the submerged pipeline with signs, buoys, and lights conforming to U S Coast Guard regulations. Provide and maintain on the dredge a location drawing of the dredge pipeline from the dredge discharge to the placement location and update daily to provide the RE with current pipeline location information at all times.

**3. Floating Pipeline**

Consider a pipeline as floating if it is not placed and anchored on the bottom. Clearly mark and maintain visibility of the floating pipeline on the surface. Do not, in any case, allow the pipeline to fluctuate between the surface and the bottom, or lie partly submerged. Install lights on the floating pipeline per Department of the Army and U S Coast Guard regulations referenced in Subsection 202.03.17.

**4. Crossings**

Submit a Pipeline Route Plan to the RE for approval in accordance with Section 105.05 prior to installing any road or pedestrian crossings. Submit details of any road crossings of the pipeline as part of the required plan.

### **202.03.23 Dredge Template**

**Project Depth** - Payment will be made for the material actually removed to the template lines and widths to a required depth and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the dredging of channels as shown on the Plans.

**Side Slopes** - Material actually removed, within the limits approved by the RE, to provide for final side slopes not flatter than that shown on the contract plans, but not in excess of the amount originally lying above this limiting side slope, will be measured in accordance with the provisions contained in Section 202.04.

**Excessive Dredging** – Materials taken from beyond the limits as described above under Project Depth and Side Slopes, are deducted from the total amount dredged as excessive over depth dredging, or excessive side slope dredging, and payment will not be made, therefore. Limit the excavation area as shown on the plans. The Contractor is solely responsible for any penalties or fines due to permit violations which may arise from over-excavation, or excavation beyond the limits of dredging shown on the plans. Nothing herein is to prevent payment for the removal of shoals identified by the RE.

**Position Monitoring** – Limit the excavation area as shown on the plans. The Contractor is solely responsible for any penalties or fines due to permit violations which may arise from over-excavation, or excavation beyond the limits of dredging shown on the plans.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

**Misplaced Material-** Remove and redeposit any material placed elsewhere than in designated or approved places, where directed by the RE. Should the material be allowed to remain in place as misplaced material, the quantity of the misplaced material will be deducted from the contract quantity eligible for payment.

**Noise Control** – Provide all equipment, dredge/barges, boats, and tugs used on this work with satisfactory mufflers or other noise abatement devices. Conduct operations to comply with all Federal, State, and local laws pertaining to noise. Minimize the use of horns and whistle signals to absolute necessity in order to perform as quiet an operation as possible.

#### **202.03.24 Placement of Dredged Material**

There are approximately 67,395 cubic yards of dredged material from Post Creek Channel, Ottens Harbor Channel, and West Wildwood Channel suitable for dewatering at the DPW site located at 525 W Spicer Avenue, Wildwood, NJ 08260. There are approximately 44,635 cubic yards of dredged material from Beach Creek 2 Channel (Station 0+00 to Station 17+00), , Ottens Canal Channel and Ottens Canal Lagoon Channel suitable for dewatering at the 26th Avenue site located at 501 W 26th Avenue, Wildwood, NJ 08260. There are approximately 12,451 cubic yards of dredged material from Beach Creek 1 Channel (Station 21+00 to Station 75+94) and Beach Creek 2 Channel (Station 17+00 to Station 46+75) suitable for dewatering at the Municipal parking lot located at 510 New York Avenue, North Wildwood, NJ 08260. Deposit all materials from the Wildwood Channel Complex, Phase 1 dredging into the specified dewatering site within the lines, grades, and construction cross-sections shown on the plans except as may be modified by the RE.

Take care not to damage any existing private or public structures, specifically including, but not limited to shoreline protection, concrete sidewalks, handrails, signage, utilities, or fencing. Jointly inspect the entire work site with the RE prior to construction. Immediately repair any damage to existing structures at no cost to the State.

Prior to placement of the dredge inflow pipe and the clean water discharge pipe, prepare and submit to the RE a report documenting the existing conditions at the proposed crossing locations of the inflow pipe across any public or private structures. The report is to include written descriptions and photographs of the site sufficient to document all existing shoreline protection, structures, handrails, walkways, signage, utility work, and any items of private property that exist. Physically identify the location and limits of the planned pipeline crossings and notify the RE when ready for inspection and approval prior to any construction activities related to the placing of the inflow and discharge pipes.

At the dewatering sites, control the rate of placement to the geotextile tubes by the use of dredge inflow pipe and pipe shut off squeeze tools.

Upon completion of the dewatering site operations, restore any public or private structure crossing locations to the pre-construction conditions and document the post-construction conditions in a similar report.

Remove and redeposit any material placed elsewhere than in designated or approved places, where directed by the RE. Should the material be allowed to remain in place as misplaced material, the quantity of the misplaced material will be deducted from the contract quantity.

Maintain access to the public areas of the dewatering placement site. Take measures, including but not limited to temporary fencing, to restrict access of the general public from the active work site.

#### **202.03.25 Dredged Material Dewatering Site Preparation**

This work includes the furnishing of labor, transportation, equipment, materials, and incidentals necessary for installing and maintaining the site dewatering pad, and geotextile tube field dewatering pad as well as necessary earthwork, access routes thereto and working platforms to perform the work under the given site conditions.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Recognizing that many combinations of equipment and dewatering approaches may be possible to complete the work, the information provided on the Contract Drawings shall be considered as a minimum requirement. At least 15 days prior to start of construction, submit the Work Plan which shall include the following items related to the Dredged Material Dewatering site preparation:

1. Access route plan and working platform
2. Equipment
3. Geotextile tube field dewatering pad plan and cross-section, including container layout,
4. Material submittals for protective geotextile, geotextile drainage layer, and impervious membrane liner, including those referenced in Section 202.03.26.01.02
5. Alternate seaming method (if applicable)
6. Method and procedure for securing impervious membrane liner from wind and from sliding
7. Methods and procedures for securing protective geotextile, and geotextile drainage layer
8. Procedure for installing geotextile tube field dewatering pad geotextiles and subsequent geotextile tubes
9. Documentation including equipment restrictions recommended by the protective geotextile and geotextile drainage layer manufacturer for operating atop their respective material
10. Propose any deviations from the Contract Drawings as part of the Work Plan with information to justify suitability as an approved equal.
11. Installation of “NJDOT WORK SITE; NO ACCESS” Signs to be placed on the temporary chain-link fencing with at least 1 sign per 150 linear feet of fence length.

### **202.03.26 Geosynthetics**

This work includes the furnishing and installation of protective geotextile, geotextile drainage layer, and impervious membrane liner at the designated areas as specified herein and shown on the Contract Drawings. The scope of work includes the provision of all plans, labor, materials, equipment, testing, seaming and placement of the geosynthetics in accordance with the Contract Drawings.

#### **202.03.26.01 Materials**

Provide a geotextile drainage layer meeting the requirements of Table 202.03.26-2 underlying the geotextile tube field.

Use TenCate Geotube Filtration Fabric (GFF) or approved equal for the geotextile drainage layer. Provide a woven geotextile composed of polypropylene and resistant to ultraviolet degradation.

Use geotextile free of any treatment or coating which might adversely alter its hydraulic or physical properties after installation. Use geotextile with the minimum average roll values (MARV) shown in Table 202.03.26-1 for the geotextile drainage layer.

Supply the protective geotextile and geotextile drainage layer in continuous machine direction (warp direction) lengths without seaming.

| <b>TABLE 202.03.26-1 Geotextile Drainage Layer Properties</b> |               |                       |
|---|---------------|-----------------------|
| <b>PROPERTY</b>   | <b>METHOD</b> | <b>Minimum Values</b> |
| Grab Tensile Strength (lbs)                                   |               |                       |
| Machine Direction   | ASTM D 4632   | 425                   |
| Cross Direction   | ASTM D 4632   | 350                   |
| Trapezoidal Tensile Strength (lbs)                            |               |                       |
| Machine Direction   | ASTM D 4533   | 210                   |
| Cross Direction   | ASTM D 4533   | 155                   |

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

|                                  |             |       |
|----------------------------------|-------------|-------|
| Puncture Strength (lbs)          | ASTM D 4833 | 165   |
| Air Flow (cubic feet per minute) | ASTM D 737  | 1,300 |

**Impervious Membrane Liner:** Provide an impervious membrane liner atop the Dewatering Site and along the containment berm as shown on the Plans. Impervious membrane liner shall be a minimum 15-mil-thick polyethylene sheeting or approved equal. If erosion of the containment berm is observed in areas outside of the limits of the impervious membrane liner shown on the Plans, install additional impervious membrane liner, if and where directed by the RE.

#### 202.03.26.02 Geosynthetic Approval

For each material, submit the manufacturer's certification for approval at least 15 days prior to the start of the geosynthetic placement as part of the Work Plan. The manufacturer's certification must indicate that the material has been evaluated in full compliance with this specification and that geotextile drainage layer meets the full requirements given in Table 202.03.26-1. Include, but do not limit to, the following in the submittal package: actual tests results for tension/creep, durability/aging, and construction damage.

Use geotextile drainage layer manufactured with a high degree of quality control (QC). The purpose of the QC testing program is to verify that the geotextile materials being supplied to the project are representative of the geotextile materials used for performance testing. In most cases, however, sampling can be performed on sacrificial portions of the supplied material.

Perform conformance testing as part of the manufacturing process. If the manufacturer has an established QC program, submit documentation describing the program to the RE for review. As a minimum, the manufacturer of each material must conduct QC testing as outlined below:

| TEST   | TEST PROCEDURE | TESTING FREQUENCY (SY) |
|--|----------------|------------------------|
| Grab Tensile Strength<br>(Geotextile Drainage Layer) |                |                        |
| Machine Direction                                    | ASTM D 4632    | 3,000                  |
| Cross Direction                                      | ASTM D 4632    | 3,000                  |

Roller grips may be used in conducting wide width tension tests if other types of grips are not suitable for the geotextile.

Perform strength and shear tests by an independent third-party laboratory for all geotextile testing specified. Use a laboratory certified by the Geosynthetic Accreditation Institute. Samples not satisfying the specifications will result in the rejection of the applicable rolls at no cost to the Department. At the manufacturer's discretion and expense, additional testing of individual rolls may be performed to more closely identify the non-complying rolls and/or to qualify individual rolls.

The manufacturer must certify the quality of the rolls of drainage layer geotextile. As a minimum, the manufacturer must provide QC certificates for each batch of resin and each shift's production. These QC certificates are to be signed by an officer of the manufacturer (such as the production manager) and supplied to the RE at least one (1) week prior to installation of the geotextile drainage layer.

The QC certificate must include:

1. Roll numbers and identification
2. Sampling procedures
3. Result of quality control tests, including a description of test methods used

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Conduct a quality assurance program to verify that the product supplied to the job site meets the design requirements. Select the sampling locations, and conduct independent testing of field samples at the frequencies outlined below:

| <u>TENSILE STRENGTH</u> | <u>METHOD</u> | <u>FREQUENCY (SY)</u> |
|-------------------------|---------------|-----------------------|
| 5% Strain (lb/ft)       | ASTM D 4595   | 6,000                 |
| Ultimate (lb/ft)        | ASTM D 4595   | 6,000                 |

#### **202.03.26.03 Construction Requirements.**

Check the geotextile drainage layer, and impervious membrane liner materials upon delivery to ensure that the proper material has been received. During all periods of shipment and storage, protect the material from temperatures greater than 140 °F or less than 32 °F, mud, dirt, dust and debris, or materials, which may permanently damage the protective geotextile, geotextile drainage layer or impervious membrane liner. Follow the manufacturer's instructions regarding protection from direct sunlight. At the time of installation, the RE will reject the geotextile drainage layer, or impervious membrane liner if it has defects, tears, punctures, flaws, deterioration, or damage incurred during manufacture, transportation or storage.

Replace geotextile drainage layer or impervious membrane liner materials damaged during storage or installation at no cost to the Department.

The geotextile material supplier must provide a qualified and experienced representative on site at the initiation of geotextile installation for a minimum of three days to assist the Contractor.

#### **202.03.26.04 Placement of Geosynthetics.**

At least 15 days prior to start of the work, submit shop drawings to the RE for review showing geotextile drainage layer panel arrangement with the orientation of the strong and weak directions noted and locations of overlapping.

At least 15 days prior to the start of dredging into the geotextile tubes, submit shop drawings to the RE for review showing the impervious membrane liner panel arrangement with the locations of overlapping noted as well as the location of sandbags or other methods used to restrain the impervious membrane liner from wind-induced uplift and sliding.

Remove all obstructions that could damage geotextiles and grade site. Install the impervious membrane liner and geotextile drainage layer in accordance with the manufacturer's recommendations. Place the geotextile drainage layer at the proper elevation and location as shown on the Plans or as directed by the RE or as modified in the approved Work Plan. Place geotextile drainage layer with the machine direction perpendicular to the centerline of the geotextile tube in the longest dimension.

Take all necessary measures to avoid damaging the impervious membrane liner, geotextile drainage layer, and during placement. Repair and replace impervious membrane liner, or geotextile drainage layer damaged during installation or placement of the geotextile tube field as directed by the RE at the Contractor's expense. Adhere to other restrictions recommended by the manufacturer. Submit documentation including restrictions recommended by geotextile drainage layer manufacturer to the RE prior to placement of the geotextile drainage layer as part of the Work Plan.

As part of the Work Plan, propose low-pressure construction equipment that will be capable of operating atop the geotextile materials (if needed) without damaging the geotextile materials. Include procedures to be followed by equipment operators when driving atop the geotextiles, if applicable.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Secure the geotextile drainage layers to prevent wind-induced uplift or sliding of the geosynthetics throughout the project. Include the methods used to secure the geosynthetics in the Work Plan.

#### **202.03.26.05 Seaming of Geosynthetic Panels.**

Place protective geotextile and geotextile drainage layer continuous in the machine direction. If seaming in the machine direction, use a minimum overlap of 5 feet or as recommended by the manufacturer whichever is greater. Seam in the cross-machine direction by overlapping, using a minimum overlap length of 5 feet.

Place impervious membrane liner continuous in the machine direction without seaming. Seam the impervious membrane liner in the cross-machine direction by overlapping, using a minimum overlap of 3 feet. Place sandbags, or other approved method to secure the impervious membrane liner, along the overlap and at other locations as needed to adequately restrain the impervious membrane liner from wind-induced uplift and sliding.

Shingle all overlaps of impervious membrane liner, and geotextile drainage layer in the downhill direction to mitigate water flow into the existing subgrade. The overlap distance may be changed as directed by the RE depending on the location of the overlap.

#### **202.03.26.06 Site Access**

Construct access routes and operational areas between the road and Dewatering Site shown on the Plans and the geotextile tube field as needed to access the geotextile tube field and support dewatering operations. If needed, design a working platform to support the selected construction equipment with sufficient safety factor against sinking and bearing capacity failures.

#### **202.03.26.07 Dredged Material Processing**

This work includes the furnishing of labor, transportation, equipment, materials, testing, sampling, and incidentals necessary for dewatering the dredged material within the geotextile tube field. The provision of site utilities is the sole responsibility of the Contractor. There are no available existing electric or water utility services located at the dredged material processing site. Electric power and polymer mix water are to be provided by the contractor.

Perform treatability analysis with sampling and testing needed to evaluate the channel in-situ materials to be dredged for selection of effective polymer products, dosages and procedures needed to dewater the dredged material slurry in the geotextile tubes. Provide and utilize computer-controlled dosing equipment to deliver the polymer solution and ensure adequate mixing with the dredged material slurry. Provide detailed stability analysis including stacking dimensions of geotextile tubes and internal shear strength of the contained dewatered dredged material

At least 15 days prior to start of construction, submit the Work Plan including the following items related to dredged material processing:

1. Geotextile tube field site layout showing access roads / working platforms, limits of geotextile tube field including individual bag layout, inflow pipe arrangement, manifold, connection details, and staging areas.
2. Geotextile tube filling procedures
3. Geotextile tube material properties
4. Geotextile tube inflow rates and justification that rates are compatible with the selected geotextile tube material
5. Maintenance procedures for geotextile tube field throughout dredging operations

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

6. Dewatering step-by-step procedures and anticipated dewatering rate and range of percent solids
7. Polymer additive material properties
8. Details and layout of the dry or emulsion polymer make-down and metering system
9. Mass balance system showing pumping flow rates, chemical make-down, amount of dilution water, filtrate volume, density measurement, percent solids, and flow measurement integrated into a real-time controller of polymer injection system/location with flocculation monitoring
10. Description of continuous monitoring of polymer make-down, including submission of test results for percent solids and paint filter
11. Dewatering Test Report for the specific material to be dewatered, including the treatability analysis, and stability analysis
12. Propose any deviations from the Contract Drawings as part of the Work Plan with information to justify suitability as an approved equal.

#### **202.03.26.08 Materials**

Provide a geotextile tube material meeting the minimum requirements in Table 202.03.26-1 and of sufficient tensile strength to support inflow of the dredged material slurry using the selected dredging equipment.

Use Mirafi GT500 or approved equal for the geotextile tube material. Provide a woven geotextile composed of polypropylene and resistant to ultraviolet degradation.

Use geotextile free of any treatment or coating which might adversely alter its hydraulic or physical properties after installation. Use geotextile with the minimum average roll values (MARV) shown in Table 202.03.26-1 for protective geotextile.

| <b>TABLE 202.03.26-1 Geotextile Tube Material Properties</b> |               |                       |
|--|---------------|-----------------------|
| <u>PROPERTY</u>  | <u>METHOD</u> | <u>Minimum Values</u> |
| Tensile Strength (lbs/inch)                                  |               |                       |
| Machine Direction<br>(@ Ultimate)                            | ASTM D 4595   | 450                   |
| Cross Direction<br>(@ Ultimate)                              | ASTM D 4595   | 625                   |
| Factory Seam Strength (lbs/inch)                             | ASTM D 4884   | 400                   |
| Maximum Apparent Opening Size                                | ASTM D 4751   | US Std. Sieve #40     |
| Water Flow Rate (gpm/ft <sup>2</sup> )                       | ASTM D 4491   | 20                    |
| Pore Size Distribution (microns)                             |               |                       |
| O50  | ASTM D 6767   | 80                    |
| O95  | ASTM D 6767   | 195                   |

#### **202.03.26.09 Construction Requirements**

Install and use geotextile tubes for dewatering of dredged material in accordance with manufacturer's recommendations. Fill geotextile tubes in a manner to prevent the formation of mud waves or lateral movement of the geotextile tubes. Fill geotextile tubes in a manner to ensure positive drainage toward the dewatering area outlet structure throughout the project. The dredge discharge pipe shall be free of protrusions that could tear the geotextile tubes surface.

The geotextile tube material supplier must provide a qualified and experienced representative on site at the initiation of geotextile tube installation and inflow of dredged material into the geotextile tubes for a minimum of three days to assist the Contractor. Provide daily performance data for polymer make-down.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Dredge materials placed into geotextile tubes shall be of adequate consistency and firmness to be conducive for offsite transport with an average Paint Filter Test (PFT) result of less than 4.00 ml/100gm within 30-days of the ending of dredging operations.

#### **202.03.27 Dredge Template**

**Project Depth** - Payment will be made for the material actually removed to the template lines and widths to a required depth and material within an over depth tolerance (measured vertically) of a half (1/2) foot below the required dredging template for the dredging of channels as shown on the Plans.

**Side Slopes** - Material actually removed, within the limits approved by the RE, to provide for final side slopes not flatter than that shown on the contract plans, but not in excess of the amount originally lying above this limiting side slope, will be measured in accordance with the provisions contained in Section 202.04.

**Excessive Dredging** – Materials taken from beyond the limits as described above under Project Depth and Side Slopes, are deducted from the total amount dredged as excessive over depth dredging, or excessive side slope dredging, and payment will not be made, therefore. Limit the excavation area as shown on the plans. The Contractor is solely responsible for any penalties or fines due to permit violations which may arise from over-excavation, or excavation beyond the limits of dredging shown on the plans. Nothing herein is to prevent payment for the removal of shoals identified by the RE.

**Position Monitoring** – Limit the excavation area as shown on the plans. The Contractor is solely responsible for any penalties or fines due to permit violations which may arise from over-excavation, or excavation beyond the limits of dredging shown on the plans.

**Misplaced Material**- Remove and redeposit any material placed elsewhere than in designated or approved places, where directed by the RE. Should the material be allowed to remain in place as misplaced material, the quantity of the misplaced material will be deducted from the contract quantity eligible for payment.

**Noise Control** – Provide all equipment, dredge/barges, boats, and tugs used on this work with satisfactory mufflers or other noise abatement devices. Conduct operations to comply with all Federal, State, and local laws pertaining to noise. Minimize the use of horns and whistle signals to absolute necessity in order to perform as quiet an operation as possible.

#### **202.04 Measurement and Payment**

THE ENTIRE SUBSECTION IS CHANGED TO:

| <i>Item</i>                                       | <i>Pay Unit</i> |
|---|-----------------|
| DREDGING, TRANSPORT AND PLACEMENT DEWATERING SITE | CUBIC YARD      |
| DREDGED MATERIAL PROCESSING                       | CUBIC YARD      |
| DREDGED MATERIAL DEWATERING SITE PREPARATION      | LUMP SUM        |

THE FOLLOWING IS ADDED:

No separate measurement will be made for geotextile drainage layer or impervious membrane liner. Include the cost of all plant, labor, materials, equipment, testing, seaming, and placement of the geosynthetics required to furnish and install the geosynthetics as part of DREDGED MATERIAL DEWATERING SITE PREPARATION.

Include the cost of up to 1000 square yards of additional impervious membrane liner to be installed on an if-and-where directed basis as part of DREDGED MATERIAL DEWATERING SITE PREPARATION.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

DREDGED MATERIAL PROCESSING will be measured based on the volume of sediment dredged as measured by before dredge and after dredge surveys. No separate measurement will be made for the geotextile tubes, polymer additive, inflow piping or other items necessary to fill the geotextile tubes with the dredged material to facilitate dewatering of the dredged material.

Division of the project into channel segments for purposes of after dredging surveys and payment quantity calculations and the timing of after dredging surveys will be as determined by the RE.

The Department will perform the immediate before and an after dredging survey within each RE approved channel segment in accordance with the requirements of Section 202.04 Dredge Quantity Surveys, of these Special Provisions.

The Department will compute the volume removed and paid for under this portion of the contract by using the average end area method.

The total amount of material dredged, transported, and placed in the designated placement sites and to be paid for under the respective pay items is measured by the cubic yard (CY) in place by computing the volume between the bottom surface shown by the soundings of the last survey performed immediately before dredging and the bottom surface shown by the soundings of an after-dredge survey made as soon as practicable after dredging has been completed for the project minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

Division of the project into channel segments for purposes of after dredging surveys and payment quantity calculations and the timing of after dredging surveys will be as determined by the RE.

The Department will perform the immediate before and an after dredging survey within each RE approved channel segment in accordance with the requirements of Section 202.04 Dredge Quantity Surveys, of these Special Provisions. The Department will compute the volume removed and paid for under this portion of the contract by using the average end area method. Determination of the quantities removed after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

#### **Dredge Quantity Surveys**

The before dredging (BD) and after dredging (AD) hydrographic surveys are required for payment and for final acceptance of the project and only one AD survey per RE approved channel segment will be performed by the Department. BD and AD quantity surveys will be conducted by the Department, and the Department will utilize the data derived from these surveys in computing the quantities of work performed and the actual construction completed and in place. Surveys will be performed according to the guidelines in the latest edition of the U.S. Army Corps of Engineers Engineering Manual (EM) 1110-2-1003 entitled "HYDROGRAPHIC SURVEYING for shallow draft channels. The RE will review the AD survey data to determine if the dredging performed by the Contractor is in accordance with the proposed lines and grades shown on the plans. If the RE determines that the dredging does not conform to the plans, take corrective measures and perform the work necessary to remedy the deficiencies identified by the RE. Upon completion of the corrective work, notify the RE of the need for an additional AD survey. If acceptability is not achieved after review of an additional AD survey of the work, or a segment of the work (if the Contract is divided into segments), a meeting will be held between the Contractor and the RE to expeditiously resolve the issue. Costs of Contractor equipment and personnel standby time, if any, to resolve any deficiencies including failure to meet the proposed lines and grades of the dredge template is at the Contractor's expense. Contractor standby time to allow completion of the final Department AD survey at the end of the dredging work will be allowed as non-compensable extension of the Contract Period. No payment will be made to the Contractor for such standby time.

- 1. Before-Dredge Survey.** Hydrographic survey of the dredging areas will be conducted by the Department prior to the start of dredging activity. The timing, equipment and methods used for survey will be as determined by the Department. The before-dredge (BD) survey data will be used as information for

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX, PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

computing the payment quantity of dredging pay items. Provide a minimum of ten (10) days' notice in advance of commencement of dredging operations to allow for completion of the BD survey.

BD survey data and the results of volume calculations of the estimated material to be dredged to the maximum depth will be furnished to the Contractor after award and prior to commencement of dredging. Perform a detailed review of the BD survey data and available estimated volume calculations and report any discrepancies in writing prior to start of dredging. No dredging is to be performed in any area where a BD survey has not been performed, reviewed by the contractor, and accepted as having no discrepancies.

2. **After-Dredge Survey.** Hydrographic survey of the dredging sites will be conducted by the Department upon completion of dredging activity. The timing, equipment and methods used for survey will be as determined by the Department. The after-dredge survey data will be used to determine acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide ten (10) days advance notice, in writing, and regular updates to the RE of the need for an after-dredge survey for the completed work or any divisible portion of the work separated for payment. The surveys are required for payment and for final acceptance of the project or of divisible portions of the project to be approved for payment.

The Department will make volume computations based on the BD and AD surveys of the dredging areas using the average end-area method. The volume of material dredged for payment is defined as the difference between the (BD and AD surveys minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.23.

The Department will perform the BD Survey and one initial AD survey of each RE-approved channel, channel segment, or group of channels. The Contractor may perform interim AD surveys, at no additional cost to the State, and seek interim payment from the State for the segmented dredged areas. Final pay volumes will be made based on initial BD and final AD surveys, with any interim payments being subtracted from the monies due the Contractor for performing the dredging work. The cost incurred by the Department for performing any additional AD surveys, subsequent to the initial AD survey per RE- approved channel, channel segment, or group of channels, as a result of the Contractor not meeting the line, grade or design dredge template shape as determined by the RE, will be deducted from the monies owed the Contractor for performing the dredging work.

Under no circumstance, other than obvious and uncorrectable error as determined by the RE, will Contractor conducted surveys be used for acceptance or the calculation of final payment. The Contractor may request additional AD surveys to be conducted by the State and to be used for final payment, provided that this request is made to the RE, in writing, at least 14 days prior to the desired timing of the additional AD survey. No more than one additional AD survey per calendar month may be requested. The cost of these Contractor requested surveys shall be deducted from the monies owed the Contractor for performing the dredging work.

## SECTION 203- EMBANKMENT

### 203.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Contractor to perform this item of work must be pre-qualified with the NJDOT to perform work classification codes 1, 1c, 3 3a, 3b, and 5. Work classification code definitions are located here:

<https://www.state.nj.us/transportation/business/procurement/ConstrServ/prequalrequire.shtm>

### 203.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

Conduct quantity surveys with an independent surveyor. Compute pay units by comparison of the survey of the existing ground levels to the survey of the constructed dune, minus any deductions for material outside the payment tolerances as described in this section.

Employ an independent registered land surveyor licensed in the State of New Jersey who is experienced in land surveying. Surveyor to perform surveys with equipment and personnel completely independent from the Contractor's forces. Conduct surveys in accordance with U.S. Army Corps of Engineers Engineer Manual, EM 1110- 1-1005, CONTROL AND TOPOGRAPHIC SURVEYING. Reference surveys to New Jersey State Plane Grid Coordinate System 1983 North American Datum 1983 (NAD '83) and North American Vertical Datum 1988 (NAVD '88). The survey control data are included in the plans.

Survey the existing ground levels prior to any disturbances in accordance with these Special Provisions. Conduct the original and final surveys under the review of the RE, unless directed otherwise.

Volumes of material placed outside of a vertical tolerance of plus 0.5 feet (measured vertically) of the lines and grades shown on the plans will not be considered for payment.

The RE may conduct independent surveys at its discretion

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 601 – PIPE

#### 601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe ..... 909.02.02

#### 601.03 CONSTRUCTION

##### 601.03.01 Pipe

###### D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

###### E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

##### 601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

### SECTION 603 – SLOPE AND CHANNEL PROTECTION

#### 603.03 CONSTRUCTION

THE FOLLOWING SUBPART IS ADDED:

##### 603.03.06 Outfall Scour Hole

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Install the geotextile. If sections of geotextile need to be joined, overlap the sections a minimum of 18 inches. Permanently

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1

CONTRACT NO 198202302, CE 2207621, DP 23703

CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

cover the geotextile within 48 hours of placement. Place and grade coarse aggregate without damaging the geotextile. Install the rip rap stone according to construction details.

**603.04 MEASUREMENT AND PAYMENT**

THE ENTIRE SUBSECTION IS CHANGED TO:

Payment for any costs incurred for SLOPE AND CHANNEL PROTECTION will be made as specified in section 109.

MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR WILDWOOD CHANNEL COMPLEX,  
PHASE 1  
CONTRACT NO 198202302, CE 2207621, DP 23703  
CITY OF NORTH WILDWOOD, CITY OF WILDWOOD, BORO OF WEST WILDWOOD AND MIDDLE  
TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY

## FEMA REIMBURSABLE PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON FEMA REIMBURSABLE PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that Small Business Enterprises (SBE), as defined in N.J.A.C. 17:13-1.1 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

#### C. Definitions

1. **Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1; and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

- a. Small business with gross revenues that do not exceed \$3 million.
- b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
- c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

- a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
- b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
- c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
  1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
  2. Consultants employed under contracts for which the business wants to be eligible as a small business.
2. **Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13, et seq., which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on State funded contracts, as specified in Section 107.

1. Post Award Obligations
  - a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
  - b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/tyr\\_savi/vendorsearch.jsp](https://www20.state.nj.us/tyr_savi/vendorsearch.jsp).
2. Affirmative Action After Award of the Contract
  - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
    - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
    - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
    - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
    - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
  - b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in

108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
- (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.

c. **Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.

d. **Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per 108.01.

e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.

**F. SBE Goals for this Contract.** This Contract includes a goal of awarding **3% (three)** percentage of the Total Contract Price to subcontractors qualifying as SBEs.

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

#### **G. Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform, and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

#### **H. Commercially Useful Function**

1. **Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
3. **Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm, or leased/rented

from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.

**I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor

of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

**J. Submission of Affirmative Action Program**

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

**N. Documentation**

1. **Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Section 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.
2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.

**O. Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.

**P. Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## FEMA REIMBURSABLE PROJECT ATTACHMENT 2

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON FEMA REIMBURSABLE PROJECTS

#### (41 CFR PART 60)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program, and to the preparation and submission of reports pursuant thereto as per 41 CFR Part 60.

##### **A. General**

1. **Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in these Special Provisions.
2. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
3. The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246 are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

##### **B. Equal Employment Opportunity Policy.** The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

##### **C. Equal Employment Opportunity Officer.** The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active EEO contractor program and who must be assigned adequate authority and responsibility to do so.

##### **D. Dissemination of Policy**

1. **Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance with the above agreement, the following actions will be taken as a minimum:
  - a. **Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor's Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. **EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority and female employees.

2. Take the following actions to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.:
  - a. Place notices and posters setting forth the Contractor's equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
  - b. Bring the Contractor's equal employment opportunity policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

**E. Recruitment**

1. When advertising for employees, include in all advertisements for employees the notation: "An Equal Opportunity Employer". Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
4. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

**F. Personnel Actions.** Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

1. Conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

**G. Training and Promotion**

1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.
2. Advise employees and applicants for employment of available training programs and entrance requirements for each.
3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

**H. On-the-Job Training.** The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyperson status in the craft concerned by the end of the training period.

Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.

It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

At or after the preconstruction conference, and prior to the start of work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor's training program shall include:

- a. Number of trainees or apprentices to be trained in all selected Training Positions,
- b. Standard Program Hours for all positions,
- c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- e. Training Guidelines for all positions, and
- f. Training that will be provided by the Contractor and provided by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journey people in the various crafts within a reasonable area of recruitment. Submit timely, revised Training Programs, as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

3. Assignment of Training to Subcontractors

In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

4. Reimbursement of the Contractor for Providing Training

The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other

sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

## I. Apprentice/Trainee Requirements of the Contract

The number of training positions will be where feasible, consisting of at least **0 (zero) APPRENTICES and 0 (zero) TRAINEES. TRAINEE HOURS 0 (zero)**.

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the DCR/AA).

Where feasible, assign at least 50% of the training positions to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

### 1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.

Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyperson status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyperson status or in which he or she has been employed as a journeyperson. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum" (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor's records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyperson status upon completion of a training guideline and may complete up to three (3) different positions.

### 2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department

Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the

Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

At the start of training, provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.

Maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

Maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

**3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program**

Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

**4. Enforcement Measures and Contractor's Rating**

Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyperson is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.

Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.

Failure of a Contractor to comply with the Training Special Provisions of the Contract, may result in the actions as set forth as specified in Section 105.

**J. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women within the unions, and to affect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.
2. Use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.
4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

**K. Subcontracting**

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.
2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

**L. Records and Reports**

1. Maintain records necessary to determine compliance with the Contractor's equal employment opportunity requirements. Documents will include the following:
  - a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.
  - b. Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
  - c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.
2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

## FEMA REIMBURSABLE PROJECT ATTACHMENT 3

### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON FEMA REIMBURSABLE PROJECTS

#### (MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

##### **A. Employment Goals.**

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

| <b>Minority And Women Employment Goal Obligations<br/>For Construction Contractors and Subcontractors on Federal Aid<br/>Projects</b> |   |  |
|---|---|--|
| <b>County</b>   | <b>Minority<br/>Participation<br/>Percent</b> | <b>Women<br/>Participation<br/>Percent</b> |
| Atlantic  | 18.2  | 6.9  |
| Bergen  | 15  | 6.9  |
| Burlington  | 17.3  | 6.9  |
| Camden  | 17.3  | 6.9  |
| Cape May  | 14.5  | 6.9  |
| Cumberland  | 16  | 6.9  |
| Essex   | 17.3  | 6.9  |
| Gloucester  | 17.3  | 6.9  |
| Hudson  | 12.8  | 6.9  |
| Hunterdon   | 17  | 6.9  |
| Mercer  | 16.4  | 6.9  |
| Middlesex   | 15  | 6.9  |
| Monmouth  | 9.5   | 6.9  |
| Morris  | 17.3  | 6.9  |
| Ocean   | 17  | 6.9  |
| Passaic   | 12.9  | 6.9  |
| Salem   | 12.3  | 6.9  |
| Somerset  | 17.3  | 6.9  |
| Sussex  | 17  | 6.9  |
| Union   | 17.3  | 6.9  |
| Warren  | 1.6   | 6.9  |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the

Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

If a project is located in more than one county, the minority work hour goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

**B. Reporting Requirements.**

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract, to report monthly employment data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## FEMA REIMBURSABLE PROJECT ATTACHMENT 4

### FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEMA REIMBURSABLE PROJECTS

#### (AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)

A. As used in these Specifications:

1. Covered area means the County or Counties in which the Project is located.
2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
4. Minority includes:
  - a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);
  - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.

F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum

results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. Where possible, assign two or more women to each construction project. Specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractions and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.
- J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

- L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

## FEMA REIMBURSABLE PROJECT ATTACHMENT 5

### STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON FEMA REIMBURSABLE PROJECTS

(N.J.S.A. 10:5-31 ET SEQ. (P.L.1975, C.127) N.J.A.C. 17:27-1.1 ET SEQ.)

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

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

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

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

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

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

- A. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or 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. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience

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

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of "A" above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
  1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - a. The Contractor or subcontractor shall interview the referred minority or women worker.
    - b. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of "C" below.
    - c. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - d. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring

Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

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

It is the policy of the NJDOT that its contracts should create a work-force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the NJDOT satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey Career Connections website, managed by the Department of Labor and Workforce Development, available online at: [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

## FEMA REIMBURSABLE PROJECT ATTACHMENT 6

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON FEMA REIMBURSABLE PROJECTS

The Contractor and subcontractors agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq., 10:2-1 et seq., 42 U.S.C. 2000(d) et seq., 42 U.S.C. 2000 (e) et seq. and Executive Order 11246, it shall take the following actions:

- A. Within one (1) working day commence an investigation of the complaint which shall include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigative report which includes the following information:
  1. Investigatory activities and findings.
  2. Dates and parties involved and activities involved in resolving the complaint.
  3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
  4. A signed copy of resolution of complaint by complainant and Contractor.

In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department all other records, including but not limited to, interview memos and statements.

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary action against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complaint and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.

In conjunction with the above requirements, the Contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the Contractor and subcontractors to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## FEMA REIMBURSABLE AID ATTACHMENT 7

### FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEMA REIMBURSABLE PROJECTS

#### (AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, 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 applicants 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 he 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 his 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 portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 any 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 a 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## FEMA REIMBURSABLE FEDERAL AID ATTACHMENT 8

### BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over \$100,000 shall require the following mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriate 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, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 8) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not that \$10,000 and not more than \$100,000 for each such failure.

## Pt. 21, App. B

## 31 CFR Subtitle A (7-1-10 Edition)

## APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

|  |  |  |  |
|--|--|--|--|
| 1. Type of Federal Action:   |  | 2. Status of Federal Action:   | 3. Report Type:  |
| <input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance |  | <input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award   | <input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| 4. Name and Address of Reporting Entity:   |  | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  |  |
| <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:  |  | <b>Congressional District, if known:</b>   |  |
| 6. Federal Department/Agency:  |  | 7. Federal Program Name/Description:   |  |
|  |  | CFDA Number, if applicable: _____  |  |
| 8. Federal Action Number, if known:  |  | 9. Award Amount, if known:   |  |
|  |  | \$ _____   |  |
| 10. a. Name and Address of Lobbying Entity<br>(if individual, last name, first name, MI):  |  | b. Individuals Performing Services (including address if different from No. 10a;<br>(last name, first name, MI):   |  |
| <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>   |  |  |  |
| 11. Amount of Payment (check all that apply):<br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned   |  | 13. Type of Payment (check all that apply):<br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |  |
| 12. Form of Payment (check all that apply):<br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>value _____   |  |  |  |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:  |  |  |  |
| <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>   |  |  |  |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  |  | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____  |  |
| Federal Use Only:  |  | Authorized for Local Reproduction<br>Standard Form - LLL   |  |

## Office of the Secretary of the Treasury

## Pt. 21, App. B

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 mintues per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Approved by OMB  
0148-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

## FEMA REIMBURSABLE PROJECT ATTACHMENT 9

The following 2020 federal Department of Homeland Security Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. Contractor will take all actions required or requested by the New Jersey Department of Transportation (NJDOT) to ensure the NJDOT and Contractor comply with these Standard Terms and Conditions.

### **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

### **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an

extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101-12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and

Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

**VIII. Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

**XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

**XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**XIV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

**XV. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

**XVI. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**XVII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

**XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

**XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XX. Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**XXIII. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**XXIV. Notice of Funding Opportunity Requirements**

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

**XXVI. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [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 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXVIII. Reporting of Matters Related to Recipient Integrity and Performance**

**1. General Reporting Requirements**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for

federal procurement contracts, will be publicly available.

## **2. Proceedings about Which Recipients Must Report**

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## **3. Reporting Procedures**

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

## **4. Reporting Frequency**

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## **5. Definitions**

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature

to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## **XXIX. Reporting Subawards and Executive Compensation**

### **1. Reporting of first-tier subawards.**

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report.*
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

### **2. Reporting Total Compensation of Recipient Executives.**

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipients received—

- a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
- c) 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 of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

### **3. Reporting of Total Compensation of Subrecipient Executives.**

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
  - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
    - a) 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 at 2 C.F.R. 170.320 (and subawards); and
    - b) \$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
    - c) 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 of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

**4. Exemptions**

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

**5. Definitions** For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A governmental organization, which is a state, local government, or Indian tribe.
  - 2) A foreign public entity.
  - 3) A domestic or foreign nonprofit organization.
  - 4) A domestic or foreign for-profit organization.
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive:* means officers, managing partners, or any other employees in management positions.
- c. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient:* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):

- 1) *Salary and bonus.*
- 2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**XXX. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**XXXI. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**XXXII. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

**1. Provisions applicable to a recipient that is a private entity.**

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
  - 2) Procure a commercial sex act during the period that the award is in effect.
  - 3) Use forced labor in the performance of the award or subawards under the award.

- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity—
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**2. Provision applicable to recipients other than a private entity.**

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
  - 1) Associated with performance under this award; or
  - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**3. Provisions applicable to any recipient.**

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

**4. Definitions.** For the purposes of this award term:

- a. *Employee:* means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged

in the performance of the project or program under this award; or

- 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

### **XXXIII. Universal Identifier and System of Award Management**

#### **1. Requirement for System for Award Management**

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

#### **2. Requirement for unique entity identifier**

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

#### **3. Definitions**

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.

- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A governmental organization, which is a state, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non- federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

**XXXV. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVI. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

## FEMA REIMBURSABLE PROJECT ATTACHMENT 10

### 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:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

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

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

## **FEMA REIMBURSABLE PROJECT ATTACHMENT 11**

### **PAYROLL REQUIREMENTS FOR FEMA REIMBURSABLE PROJECTS**

**A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:

1. Each employee's full name and address of each such employee.
2. The ethnicity and gender of each employee.
3. Each employee's specific work classification (s).
4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
6. Each employee's gross wage.
7. The itemized deductions made.
8. The net wages paid.

**B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.

**C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

**D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

**E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b.** Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor 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 Contractor shall provide the Commissioner, throughout the duration of the Contract, 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.). Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov). If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at:

[https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

## FEMA REIMBURSABLE PROJECT ATTACHMENT 12

### MISCELLANEOUS FEDERAL REQUIREMENTS AND RECOMMENDED PROVISIONS INCORPORATED

Contractor will comply with the following terms and condition, which are required or recommended by the Federal Emergency Management Agency ("FEMA") and are hereby incorporated into the Contract. These terms and conditions specified here do not constitute a complete list of all federal or FEMA requirements applicable to or incorporated in this Contract.

I. Access to Records. The following access to records requirements apply to this contract:

(A) Contractor agrees to provide the New Jersey Department of Transportation ("Department"), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(B) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(D) In compliance with the Disaster Recovery Act of 2018, the Department and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

II. Use of Logos. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

III. No Federal Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

IV. Federal False Claims Act Applicable. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

V. Contract Work Hours and Safety Standards Act .The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(A) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to

such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

(C) Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

(D) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. Suspension and Debarment

(A) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by New Jersey Department of Transportation. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to New Jersey Department of Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**DAILY REPORT TEMPLATES FOR DREDGING RELATED PROJECTS - DREDGING RELATED PROJECT ATTACHMENT 1**

**CONTRACTOR'S DAILY PRODUCTION REPORT - MECHANICAL DREDGING**

|   |         |         |                        |        |                        |                |          |           |
|---|---------|---------|------------------------|--------|------------------------|----------------|----------|-----------|
| Project:  |         |         |                        |        | Dredging Date:         |                |          |           |
| Location:   |         |         |                        |        | Submittal Date:        |                |          |           |
| Owner/Agency:   |         |         |                        |        | Submitted By:          |                |          |           |
| Equipment Information   |         |         |                        |        | RPT #:                 | Contract Date: |          |           |
| Dredge Name:  |         |         |                        |        | Attendant Marine Plant |                |          |           |
| Dredge Type: <input checked="" type="radio"/> Clamshell <input type="radio"/> Backhoe |         |         |                        |        |                        |                |          |           |
| Bucket Used:  |         |         |                        |        |                        |                |          |           |
| Scows:  |         |         |                        |        |                        |                |          |           |
| Tugs:   |         |         |                        |        |                        |                |          |           |
| Unloader:   |         |         |                        |        |                        |                |          |           |
| Dredging Area Today   |         |         |                        |        |                        |                |          |           |
| Chan. Reach   | Station | to      | Station                | Range  | to                     | Range          | Advance  | Avg.Width |
|   |         | to      |                        |        | to                     |                |          |           |
|   |         | to      |                        |        | to                     |                |          |           |
|   |         | to      |                        |        | to                     |                |          |           |
|   |         | to      |                        |        | to                     |                |          |           |
|   |         | to      |                        |        | to                     |                |          |           |
| Scow Summary  |         |         |                        |        | Disposal Site:         |                |          |           |
| Load #  | Scow    | Time    | Tug                    | Volume |                        | Today          | To Date  | CY        |
|   |         |         |                        |        | Total Scows Shipped    |                |          |           |
|   |         |         |                        |        | Estimated Volume       |                |          |           |
|   |         |         |                        |        | Project Depth:         | Bucket At:     |          |           |
| Production Summary  |         |         |                        |        |                        |                |          |           |
| Delays  |         |         |                        |        |                        | Today          | To Date  |           |
|   | Today   | To Date | Total Hours on Project |        |                        |                |          |           |
| Change Location   |         |         | Total Dig Hours        |        |                        |                |          |           |
| Change Cut  |         |         | Total Delay Hours      |        |                        |                |          |           |
| Weather   |         |         | Time Efficiency        |        |                        |                |          |           |
| Traffic   |         |         | CY Dredged - Req'd     |        |                        |                |          |           |
| Repairs   |         |         | CY Dredged - OD        |        |                        |                |          |           |
| Change Scow   |         |         | CY Dredged - Excess    |        |                        |                |          |           |
| Waiting on Scow   |         |         | CY Dredged - Total     |        |                        |                |          |           |
| Change Bucket   |         |         |                        |        | Payroll Quantity       | Fuel           |          |           |
| Engine Room   |         |         |                        |        | Hourly                 | Salary         | Gal Used |           |
| Holding Systems   |         |         |                        | Dredge |                        |                |          |           |
| Grease  |         |         |                        | Tugs   |                        |                |          |           |
| Survey  |         |         |                        | Boats  |                        |                |          |           |
| Other   |         |         |                        | Other  |                        |                |          |           |
| TOTAL   |         |         |                        | Shore  |                        |                |          |           |
| General Notes & Comments:   |         |         |                        |        | Towing Summary         |                |          |           |
|   |         |         |                        |        | Avg. Speed (kts)       |                |          |           |
|   |         |         |                        |        | Trips per Day          |                |          |           |
|   |         |         |                        |        | Rnd Trip Distance (NM) |                |          |           |



Date (MM/DD/YYYY): \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_

| <b>Daily Submittals Included</b> |               |     |                   |               |     |
|----------------------------------|---------------|-----|-------------------|---------------|-----|
| Form                             | OMR Form Code | QTY | Form              | OMR Form Code | QTY |
| Site Report                      | SITE          | 1   | Unloader Lev. Log | UNLD-LVRLG    |     |
| Dredge - Cutter                  | DRDG-C        |     | Tug Boat          | TUG           |     |
| Dredge - Mech.                   | DRDG-M        |     | Dump Scow         | DSCW          |     |
| Dredge Lev. Log                  | DRDG-LVRLG    |     | DM Placement      | PLMT          |     |
| Unloader - Hyd.                  | UNLD-H        |     | Dredge XYZ File   | -             |     |
| Unloader - Mech.                 | UNLD-M        |     |                   |               |     |

Remarks (General, Safety, Environmental, Public, Miscellaneous)

| Daily Report - Cutter Suction Dredge |                            |                           |                              |                | NJDOT/OMR Form DRDG-C |                             |           |
|--------------------------------------|----------------------------|---------------------------|------------------------------|----------------|-----------------------|-----------------------------|-----------|
| <b>Daily Information</b>             |                            |                           |                              |                |                       |                             |           |
| Contract #                           |                            | Contractor Name           |                              |                | Date (MM/DD/YYYY)     |                             |           |
| Dredge Name                          |                            | Diam. (in)                | Shift 1 - Operator Name      |                | Shift Hours           |                             |           |
| Shift 2 - Operator Name              |                            | Shift Hours               | Shift 3 - Operator Name      |                | Shift Hours           |                             |           |
| <b>Location/Channel of Work</b>      |                            |                           |                              |                |                       |                             |           |
| Cut 1                                | Channel                    |                           |                              | STA Start      | STA End               | RGE Left                    |           |
|                                      | Avg. Depth Before Dredging |                           | Avg. Depth After Dredging    |                | Advance (ft)          | Coverage (ft <sup>2</sup> ) |           |
|                                      | Placement Site             |                           | Material Characteristics (%) | Gravel         | Sand                  | Clay                        | Silt      |
| Cut 2                                | Channel                    |                           |                              | STA Start      | STA End               | RGE Left                    | RGE Right |
|                                      | Avg. Depth Before Dredging |                           | Avg. Depth After Dredging    |                | Advance (ft)          | Coverage (ft <sup>2</sup> ) |           |
|                                      | Placement Site             |                           | Material Characteristics (%) | Gravel         | Sand                  | Clay                        | Silt      |
| Cut 3                                | Channel                    |                           |                              | STA Start      | STA End               | RGE Left                    | RGE Right |
|                                      | Avg. Depth Before Dredging |                           | Avg. Depth After Dredging    |                | Advance (ft)          | Coverage (ft <sup>2</sup> ) |           |
|                                      | Placement Site             |                           | Material Characteristics (%) | Gravel         | Sand                  | Clay                        | Silt      |
| Cut 4                                | Channel                    |                           |                              | STA Start      | STA End               | RGE Left                    | RGE Right |
|                                      | Avg. Depth Before Dredging |                           | Avg. Depth After Dredging    |                | Advance (ft)          | Coverage (ft <sup>2</sup> ) |           |
|                                      | Placement Site             |                           | Material Characteristics (%) | Gravel         | Sand                  | Clay                        | Silt      |
| Average Pipeline Length              |                            | Floating (ft)             | Submerged (ft)               | Shoreline (ft) |                       | Total (ft)                  |           |
| Booster 1                            | Diam. (inches)             | Distance from Dredge (ft) |                              | Booster 2      | Diam. (inches)        | Distance from Dredge (ft)   |           |
| Booster 3                            | Diam. (inches)             | Distance from Dredge (ft) |                              | Booster 4      | Diam. (inches)        | Distance from Dredge (ft)   |           |

Date (MM/DD/YYYY): \_\_\_\_\_

| Distribution of Work                              |       |         |
|---|-------|---------|
| Effective Working Time                            | Hours | Minutes |
| <b>Dredging or Pumping</b>                        |       |         |
| <b>Percent of Effective Time</b>                  |       |         |
| Non-Effective Working Time                        | Hours | Minutes |
| Adding/Removing Pipeline                          |       |         |
| Booster Engine                                    |       |         |
| Booster Pump                                      |       |         |
| Booster (Other)                                   |       |         |
| Changing Cut                                      |       |         |
| Changing Cutter                                   |       |         |
| Changing Cutter Teeth                             |       |         |
| Clearing Cutter or Suction Head                   |       |         |
| Clearing Main Pump                                |       |         |
| Disposal Site or Shore Work                       |       |         |
| Electrical Repairs                                |       |         |
| Engine Room                                       |       |         |
| Handling Anchors                                  |       |         |
| Handling Pipeline                                 |       |         |
| Major Mechanical Repairs (Explain in Remarks)     |       |         |
| Minor Operating Repairs (Explain in Remarks)      |       |         |
| Moving Dredge (to/from Anchorage or New Channel)  |       |         |
| Positioning System (DREDGEPACK, ClamVision, etc.) |       |         |
| Preparation and Mobilization/Demobilization       |       |         |
| Survey  |       |         |
| Taking on Fuel or Supplies                        |       |         |
| Time Off (Holidays, Weekends)                     |       |         |
| Traffic and Bridges                               |       |         |
| Waiting on Attendant Plant                        |       |         |
| Weather   |       |         |
| Miscellaneous (Explain in Remarks)                |       |         |
| <b>Total Non-Effective Time</b>                   |       |         |
| <b>Percent of Non-Effective Time</b>              |       |         |
| <b>Total Effective and Non-Effective Time</b>     |       |         |

Date (MM/DD/YYYY): \_\_\_\_\_

| <b>Work Performed</b>     |       |          |         |
|---------------------------|-------|----------|---------|
| Total Advance (ft)        | Today | Previous | To-Date |
| Average Width of Cut (ft) | Today | Previous | To-Date |
| CY Removed - Gross        | Today | Previous | To-Date |
| CY/WH - Gross             | Today | Previous | To-Date |
| CY Removed - Pay          | Today | Previous | To-Date |
| CY/WH - Pay               | Today | Previous | To-Date |
| Remarks                   |       |          |         |



Date (MM/DD/YYYY): \_\_\_\_\_

| <b>Daily Report - Dredged Material Placement Site</b> |                         |              | <b>NJDOT/OMR Form PLMT</b> |                 |                   |                   |
|---|-------------------------|--------------|----------------------------|-----------------|-------------------|-------------------|
| <b>Daily Information</b>                              |                         |              |                            |                 |                   |                   |
| Contract #  | Contractor Name         |              | Date (MM/DD/YYYY)          |                 |                   |                   |
| <b>Location of Work</b>                               |                         |              |                            |                 |                   |                   |
| Placement Site  |                         |              |                            |                 |                   |                   |
| <b>Placement Activity Summary</b>                     |                         |              |                            |                 |                   |                   |
| Location  | Station (if applicable) | Positioning  |                            | CY Placed Today | CY Placed To-Date | Current Elevation |
|   |                         | Easting/Lat. | Northing/Long.             |                 |                   |                   |
| 1   |                         |              |                            |                 |                   |                   |
| 2   |                         |              |                            |                 |                   |                   |
| 3   |                         |              |                            |                 |                   |                   |
| 4   |                         |              |                            |                 |                   |                   |
| 5   |                         |              |                            |                 |                   |                   |
| 6   |                         |              |                            |                 |                   |                   |
| 7   |                         |              |                            |                 |                   |                   |
| 8   |                         |              |                            |                 |                   |                   |
| 9   |                         |              |                            |                 |                   |                   |
| 10  |                         |              |                            |                 |                   |                   |
| 11  |                         |              |                            |                 |                   |                   |
| 12  |                         |              |                            |                 |                   |                   |
| 13  |                         |              |                            |                 |                   |                   |
| 14  |                         |              |                            |                 |                   |                   |
| 15  |                         |              |                            |                 |                   |                   |
| 16  |                         |              |                            |                 |                   |                   |
| 17  |                         |              |                            |                 |                   |                   |
| 18  |                         |              |                            |                 |                   |                   |
| 19  |                         |              |                            |                 |                   |                   |
| 20  |                         |              |                            |                 |                   |                   |
| 21  |                         |              |                            |                 |                   |                   |
| 22  |                         |              |                            |                 |                   |                   |
| 23  |                         |              |                            |                 |                   |                   |
| 24  |                         |              |                            |                 |                   |                   |
| 25  |                         |              |                            |                 |                   |                   |
| 26  |                         |              |                            |                 |                   |                   |
| 27  |                         |              |                            |                 |                   |                   |
| 28  |                         |              |                            |                 |                   |                   |
| 29  |                         |              |                            |                 |                   |                   |

Date (MM/DD/YYYY): \_\_\_\_\_

| Placement Activity Summary (cont.) |                         |              |                |                 |                   |                   |
|------------------------------------|-------------------------|--------------|----------------|-----------------|-------------------|-------------------|
| Location                           | Station (if applicable) | Positioning  |                | CY Placed Today | CY Placed To-Date | Current Elevation |
|                                    |                         | Easting/Lat. | Northing/Long. |                 |                   |                   |
| 30                                 |                         |              |                |                 |                   |                   |
| 31                                 |                         |              |                |                 |                   |                   |
| 32                                 |                         |              |                |                 |                   |                   |
| 33                                 |                         |              |                |                 |                   |                   |
| 34                                 |                         |              |                |                 |                   |                   |
| 35                                 |                         |              |                |                 |                   |                   |
| 36                                 |                         |              |                |                 |                   |                   |
| 37                                 |                         |              |                |                 |                   |                   |
| 38                                 |                         |              |                |                 |                   |                   |
| 39                                 |                         |              |                |                 |                   |                   |
| 40                                 |                         |              |                |                 |                   |                   |
| 41                                 |                         |              |                |                 |                   |                   |
| 42                                 |                         |              |                |                 |                   |                   |
| 43                                 |                         |              |                |                 |                   |                   |
| 44                                 |                         |              |                |                 |                   |                   |
| 45                                 |                         |              |                |                 |                   |                   |
| 46                                 |                         |              |                |                 |                   |                   |
| 47                                 |                         |              |                |                 |                   |                   |
| 48                                 |                         |              |                |                 |                   |                   |
| 49                                 |                         |              |                |                 |                   |                   |
| 50                                 |                         |              |                |                 |                   |                   |

Remarks

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## Confirmation Page

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

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

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

**Confirmation No.: 79757**

**Date of Determination: 09/19/2023 09:19:55**

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

|             |          |      |           |
|-------------|----------|------|-----------|
| Name        | NJDOT    | FEIN | XXXXX0001 |
| Street      |          | City | Trenton   |
| State       | NJ       | Zip  |           |
| Project No. | DP 23703 |      |           |

### NAME AND ADDRESS OF REQUESTING OFFICER

|              |               |           |                       |
|--------------|---------------|-----------|-----------------------|
| First Name   | SEAN          | Last Name | SIDES MI              |
| Title        |               | Phone No. | 609-963-2314 Ext.     |
| Company Name | NJDOT         | Email     | Sean.Sides@dot.nj.gov |
| Street       | 43 E union st | City      | EWING                 |
| State        | NJ            | Zip       | 08505                 |

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

|                    |                                    |                   |           |
|--------------------|------------------------------------|-------------------|-----------|
| Company Name       | Mobile Dredging & Video Pipe, Inc. | FEIN              | XXXXX0001 |
| Contact First Name |                                    | Contact Last Name | MI        |
| Street             |                                    | City              |           |
| State              | NJ                                 | Zip               |           |
| Contract Amount    |                                    |                   |           |

### DESCRIPTION OF WORK

Maintenance Dredging and Channel Improvements for the Wildwood Channel Complex, Phase 1, Contract No. 198202302; City of North Wildwood, City of Wildwood, Borough of West Wildwood and Middle Township, Cape May County, New Jersey, 100% State Funded, UPC No. 013090, PE No. 6110108, CE No 2207621, DP No. 23703

### LOCATION WHERE WORK WILL BE PERFORMED

|          |          |
|----------|----------|
| Street   | City     |
| Dredging | WILDWOOD |

#### County Rate(s)

|                    |  |
|--------------------|--|
| CAPE MAY           | <a href="#">248132447-cape-may-9-5-23.pdf</a>  |
| STATE WIDE RATES   | <a href="#">188124549-statewide-7-7-23.pdf</a> |
| PWConfirmation.PDF | <a href="#">PWConfirmation.pdf</a>             |

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[New Official Wage Rate Request](#)



## State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PO BOX 389  
TRENTON, NEW JERSEY 08625-0389

## List of Debarred Owners/Officers 9/1/23

### LISTED CONTRACTORS AND SUBCONTRACTORS

### PURSUANT TO N.J.S.A. 34:11-56.37 AND 34:11-56.38 OF THE PREVAILING WAGE ACT

NO PUBLIC WORKS CONTRACT MAY BE AWARDED TO ANY OF THE FOLLOWING CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IN WHICH THEY HAVE AN INTEREST UNTIL THE EXPIRATION DATE GIVEN.

| Contractor/Trade Name   | Certificate # | Expiration Date | Address                  | Address 2 | County  | City             | State         | Zip      | Debarred Type |
|---|---------------|-----------------|--------------------------|-----------|---------|------------------|---------------|----------|---------------|
| 5 Star Reinforcement GA, LLC                                      | 733435        | 5/24/2025       | 320 Blodsoe Street       |           | Apt 11  | Union            | Carrollton    | GA 30117 | Debarred      |
| AZ Construction of NJ Inc, Alex Drywala Z Construction of NJ Inc. | 724615        | 9/28/2023       | 84038 Park Ave           |           |         | Plainfield       | NJ 07060      |          | Debarred      |
| AAJ Construction, Inc   | 729009        | 11/14/2025      | 83 Walters Mill Rd       |           |         | Providence       | NC 27315      |          | Debarred      |
| Abrahm General Construction, LLC                                  | 706177        | 6/5/2026        | 35 Condit Terrace        |           |         | West Orange      | NJ 07052      |          | Debarred      |
| AV Construction Services LLC                                      | 736842        | 8/7/2026        | 345 Amperie Pkwy         |           |         | Bloomfield       | NJ 07003      |          | Debarred      |
| All Installers Inc  | 730832        | 9/14/2024       | 2068 27th Street         |           |         | Astoria          | NY 11105      |          | Debarred      |
| All Set Construction Corp   | 735039        | 1/30/2026       | 49 Bisset Drive          |           |         | West Milford     | NJ 7480       |          | Debarred      |
| Almiron Construction, LLC   | 725614        | 11/3/2023       | 706 Sheridan Ave         |           |         | Roselle          | NJ 7203       |          | Debarred      |
| Amazing Millwork LLC Amazing Millwork LLC                         | 733705        | 5/23/2026       | 109 Meeker Ave           |           |         | Newark           | NJ 7114       |          | Debarred      |
| American Asphalt & Milling Services LLC                           | 704558        | 6/4/2026        | 24 Murray Street         |           |         | West Orange      | NJ 7052       |          | Debarred      |
| Applied Construction Services, Inc.                               | 722039        | 10/12/2023      | 947 Market Street        |           |         | Marcus Hook      | PA 19061      |          | Debarred      |
| Arc Construction Management, Corp.Lance Dedeic                    | 726877        | 6/13/2024       | 82 Midland Avenue        |           |         | Montclair        | NJ 7042       |          | Debarred      |
| Barrett Roofs, Inc  | 600035        | 12/6/2023       | 21 SE Street             |           |         | South Hackensack | NJ 7606       |          | Debarred      |
| BDK Contracting LLC BDK Contracting LLC                           | 726214        | 7/25/2025       | 1 Fountain View Ave.     |           |         | Jackson          | NJ 8527       |          | Debarred      |
| Bud Concrete Inc  | 611154        | 5/31/2025       | 200 South Black Horse Pk |           |         | Runnemede        | NJ 8078       |          | Debarred      |
| Building Construction Management LLC                              | 660954        | 10/18/2023      | 210 E 20th Ave           |           |         | North Wildwood   | NJ 8260       |          | Debarred      |
| BWK Construction, LLC.  | 733010        | 7/27/2025       | 3150 Roberts Ave.        |           |         | Bronx            | NY 10461      |          | Debarred      |
| C Restoration, Inc.   | 713870        | 1/24/2026       | 790 Bloomfield Avenue    |           | D-1     | Passaic          | Clifton       | NJ 7012  | Debarred      |
| Calo Roca LLC   | 729757        | 11/23/2024      | 25 Fairmount Terrace     |           |         | West Orange      | NJ 7052       |          | Debarred      |
| Campbell's Welding & Machinery Inc                                | 63986         | 5/18/2024       | .194 Kings Hwy           |           | Suite 3 | Morris           | Landing       | NJ 7850  |               |
| CCCO LLC  | 729756        | 12/6/2025       | 208 N 9th                |           |         | Newark           | NJ 07107-3720 |          |               |
| CH ServicesChristophersen Holdings LLC                            | 713269        | 4/4/2026        | PO Box 564               |           |         | Saddle Brook     | NJ 7663       |          | Debarred      |
| Chara Contractors, Inc.   | 7227062       | 5/16/2026       | 457 Riverside Ave        |           |         | Bergen           | Lyndhurst     | NJ 7071  | Debarred      |
| Coastal Caulking & Restoration I, LLC                             | 673884        | 10/19/2024      | 309 Bay Avenue           |           |         | Cape May         | Ocean City    | NJ 8226  | Debarred      |
| Connow Construction Co, Inc Connow Construction Co, Inc.          | 6056364       | 11/22/2024      | 116a Pompton Avenue      |           |         | Cedar Grove      | NJ 7009       |          | Debarred      |
| Code Green Solar, LLC Code Green Solar, LLC.                      | 694399        | 10/12/2023      | 204 Chelsea Ave.         |           |         | Orange           | Davenport     | FL 33837 | Debarred      |
| Coronel Construction  | 7227755       | 6/14/2024       | 414 North 6 Street       |           |         | Newark           | NJ 7107       |          | Debarred      |
| Custok General Construction LLC                                   | 730105        | 12/19/2024      | 126 Riverside Ave # 2    |           |         | North Arlington  | NJ 7031       |          | Debarred      |

|  |         |            |                              |                          |                     |               |            |          |          |
|--|---------|------------|------------------------------|--------------------------|---------------------|---------------|------------|----------|----------|
| D&K Construction Company   | 607381  | 10/17/2025 | 155 Union Ave                | Middlesex                | Middlesex           | NJ            | 08846-0884 | Debarred |          |
| D. S. Rodrigues Construction LLC   | 723314  | 6/23/2025  | 729 W Shore Trail            | Sussex                   | Sparta              | NJ            | 7871       | Debarred |          |
| DAA HVAC LLC   | 733931  | 11/22/2025 | 151 West 4th St.             | Monmouth                 | Howell              | NJ            | 7731       | Debarred |          |
| Damar Construction Co  | 726876  | 11/16/2024 | 125 Brighton Ave.            | Essex                    | East Orange         | NJ            | 7017       | Debarred |          |
| Daniel Rivera  | 688296  | 10/24/2025 | 827 West 6th Street          | Union                    | Plainfield          | NJ            | 7063       | Debarred |          |
| DCLAIRE RESOURCES INC  | 726158  | 5/17/2026  | 1 MAIDEN LANE                | 5TH FLOOR                | New York            | NY            | 10038      | Debarred |          |
| DH Flooring LLC  | 732563  | 8/2/2025   | 50 Steinberger Ave           | Apartment 11             | Monmouth            | NJ            | 7740       | Debarred |          |
| DIMENSION CONTRACTORS LLC  | 735828  | 6/19/2026  | 110 Jabez Street, Apt 320    | Essex                    | Newark              | NJ            | 7105       | Debarred |          |
| DI Moving and Installation, LLC  | 703420  | 3/8/2026   | 10 Gravatt Cir               | Monmouth                 | Clarksbu            | NJ            | 8310       | Debarred |          |
| Don Brennan, Jr. Mason Contractor  | 651924  | 11/1/2025  | 444 Cable Avenue             | Ocean                    | Bethch              | NJ            | 8722       | Debarred |          |
| Donald Drywall, LLC  | 699334  | 3/14/2026  | 646 Cross Street             | Bldg. B, Unit 26         | Lakewood            | NJ            | 8701       | Debarred |          |
| Drywall Builders Corp  | 733068  | 3/13/2025  | 23 Emma Street               | Warren                   | Plainfield          | NJ            | 7063       | Debarred |          |
| EC Abatement, Inc./EC Abatement, Inc.  | 734924  | 4/4/2026   | 21948 141st Ave              | Springfield Gardens      | NY                  | 11413-2901    | Debarred   |          |          |
| Electrical Mechanical Services Inc.-aka EMSElectrical Mechanical Services Inc.-aka EMS | 615173  | 3/15/2025  | 12 Crosswood Way             | Somerset                 | Warren              | NJ            | 7060       | Debarred |          |
| Foritis Contractors/Forts Contractors  | 731023  | 4/10/2026  | 3805 10th Ave                | New York                 | New York            | NY            | 10034      | Debarred |          |
| Fourth Dimension Door Co   | 602131  | 5/8/2026   | 2290 Finley Ave              | Bucks                    | Bensalem            | PA            | 19020      | Debarred |          |
| Galo Contractors Group, LLC  | 731000  | 5/10/2025  | 124 Whitehead Avenue         | Middlesex                | South River         | NJ            | 8882       | Debarred |          |
| General Construction Pro!, LLC   | 733001  | 9/6/2025   | 108 Stevens Place            | Union                    | Elizabeth           | NJ            | 7208       | Debarred |          |
| Hernandez Electric Inc./Hernandez Electric Inc.  | 725434  | 9/29/2023  | 21 Warren Street             | Essex                    | North Arlington     | NJ            | 7031       | Debarred |          |
| Hernandez Woodwork, LLC  | 733181  | 4/4/2026   | 201 Joyce Kimer Ave          | Bergen                   | Bergenfield         | NJ            | 7621       | Debarred |          |
| Intercounty Paving Associates, LLC   | 566671  | 10/25/2024 | 4845 Schuylkills Mountain Rd | Suite 21                 | Warren              | New Brunswick | NJ         | 8901     | Debarred |
| J.W. Custom Homes, LLC   | 714160  | 11/3/2023  | 50 Osbow Lane                | Passaic                  | Hackett             | NJ            | 7840       | Debarred |          |
| Jacobo Masonry Construction LLC  | 675988  | 3/28/2024  | 222 W Hazelwood Ave          | Union                    | Newfoundland        | NJ            | 7435       | Debarred |          |
| Jalisco Concrete Corp.   | 735684  | 2/13/2026  | 442 Westfield Ave            | Union                    | Rahway              | NJ            | 07065-0706 | Debarred |          |
| JC Mechanical Contractors LLC  | 732299  | 8/15/2025  | 35 Ann St.                   | Union                    | Elizabeth           | NJ            | 7208       | Debarred |          |
| K HANSAHAN ENTERPRISES INC   | 704355  | 4/20/2024  | 20-21 Nagaraw Rd, Bldg 36    | Bergen                   | Newark              | NJ            | 7105       | Debarred |          |
| K&O Landscaping  | 730683  | 5/7/2026   | 1841 Catawba Circle          | Middlesex                | Levittown           | PA            | 19057      | Debarred |          |
| Kico Construction LLC  | 733691  | 5/24/2025  | 5921 Bristol - Emilie Rd.    | Apartment H              | Bucks               | PA            | 19057      | Debarred |          |
| KISS ELECTRIC LLC  | 669322  | 4/17/2026  | 542 Piermont Rd              | Bergen                   | Tenafly             | NJ            | 7670       | Debarred |          |
| Latz Inc   | 629570  | 5/4/2025   | 65 Piermont Rd               | Bergen                   | Elmwood Park        | NJ            | 7410       | Debarred |          |
| Lomelli Windows, LLC/Lomelli Windows, LLC  | 734065  | 8/15/2025  | 24 Willow Street             | Camden                   | Atco                | NJ            | 8004       | Debarred |          |
| Longwood Construction Industries, LLC  | 701566  | 10/5/2024  | P O Box 34                   | Burlington               | Riverside           | NJ            | 8075       | Debarred |          |
| Luis RC Construction LLC   | 733929  | 5/11/2025  | 719 Bridgeboro St.           | Monmouth                 | Asbury Park         | NJ            | 7712       | Debarred |          |
| Lutz Construction, Inc.  | 726199  | 10/24/2025 | 920 Seaville Avenue          | 447 N 13th Street        | Newark              | NJ            | 7107       | Debarred |          |
| Maestro Construction, Inc.   | 732350  | 12/11/2025 | 15901 Pedlar Mills Road      | 15901 Pedlar Mills Road  | Charlotte           | NC            | 28278      | Debarred |          |
| Maya Concrete, LLC.  | 735777  | 5/23/2026  | 1280 Croton Loop Apt 15H     | 1280 Croton Loop Apt 15H | Brooklyn            | NY            | 11239      | Debarred |          |
| MD Scaffolding Inc.  | 736075  | 7/18/2026  | 974 E 24th St                | 736075                   | Paterson            | NJ            | 7513       | Debarred |          |
| Medini Construction Inc  | 729167  | 8/23/2026  | 9758 State Rt 208            | Passaic                  | Hawthorne           | NJ            | 7506       | Debarred |          |
| Monty Mason Contracting, LLC   | 722394  | 4/25/2025  | 815 Garden St.               | Union                    | Elizabeth           | NJ            | 7202       | Debarred |          |
| Mosteiros Construction LLC/Mosteiros Construction LLC                                  | 721605  | 7/12/2026  | 174 Burns Ave                | Bergen                   | Lodi                | NJ            | 7644       | Debarred |          |
| MPK Enterprises Inc/MPK Enterprises Inc  | 723185  | 2/8/2024   | 1190 Belmont Ave.            | Passaic                  | North Haledon       | NJ            | 7508       | Debarred |          |
| MRF Global Corp.   | 729763  | 12/20/2024 | 333 Godwin Ave               | Bergen                   | Midland Park        | NJ            | 7432       | Debarred |          |
| North Jersey Pro Builders, LLC   | 725625  | 9/28/2023  | 305 14th Ave                 | Mercer                   | Clifton             | NJ            | 7013       | Debarred |          |
| Northstone Construction, LLC   | 729213  | 5/17/2026  | 1033 Route 46 Fast           | Passaic                  | Manalapan           | NJ            | 7726       | Debarred |          |
| Ochoa Fria's Construction Ochoa Fria's Construction LLC                                | 699095  | 3/7/2024   | 176 Oldland Mills Rd         | Ocean                    | Linden              | NJ            | 7036       | Debarred |          |
| Paramount Builders, Inc.   | 701690  | 7/7/2024   | 314 Ashton Ave               | Union                    | North Haledon       | NJ            | 7508       | Debarred |          |
| Patrick General Construction LLC   | 708488  | 8/2/2024   | 296 Oakwood Ave.             | Passaic                  | Springfield         | NJ            | 7081       | Debarred |          |
| Peraltas Construction/Peraltas Construction LLC  | 726753  | 7/8/2024   | 5 Avon Rd                    | Bergen                   | Edison              | NJ            | 8817       | Debarred |          |
| Premier Fence & Iron Works, Inc.   | 725625  | 9/28/2023  | 305 14th Ave                 | Mercer                   | Newark              | NJ            | 7013       | Debarred |          |
| Raw C.S. Home Improvement LLC/C.S. Home Improvement LLC                                | 722301  | 12/28/2024 | 5356 Penn Street             | Philadelphia             | Philadelphia        | PA            | 19154      | Debarred |          |
| Rider Construction II  | 6831417 | 9/22/2023  | Suite 213                    | Monmouth                 | Matawan             | NJ            | 7747       | Debarred |          |
| Premier Steel, Inc.  | 734560  | 6/4/2026   | 1010 Abada Ct, NE            | Apt 109                  | Brevard             | FL            | 32905      | Debarred |          |
| Quartz Solutions Inc/Quartz Solutions Inc.   | 722227  | 12/29/2023 | 17-16 River Road             | Fair Lawn                | Newark              | NJ            | 7410       | Debarred |          |
| R.F. Contractors, LLC  | 7303027 | 7/28/2024  | 19 Patch Place               | Montclair                | Montclair           | NJ            | 7042       | Debarred |          |
| R.C.S. Home Improvement LLC/R.C.S. Home Improvement LLC                                | 726700  | 2/29/2024  | 41 Vernon Terr.              | Hudson                   | Union City          | NJ            | 7087       | Debarred |          |
| Raw C.S. Home Improvement LLC/C.S. Home Improvement LLC                                | 725414  | 3/1/2025   | 7718 Pipers Swan St.         | Hudson                   | East Orange         | NJ            | 7017       | Debarred |          |
| Rider Construction Corp/Rider Construction Corp  | 734560  | 10/30/2025 | 951 Rodman Way               | Delaware                 | San Antonio         | TX            | 78251      | Debarred |          |
| Russell & Home Improvement Inc.  | 6998866 | 7/17/2025  | 143 N Fullerton Ave          | Essex                    | Baltimore           | MD            | 21205      | Debarred |          |
| RFC Contractors, LLC   | 7227894 | 11/21/2025 | 419 46th Street              | Apartment 4              | Hudson              | NJ            | 7087       | Debarred |          |
| Saint Joseph Trim & Cabinet Co/St. Joseph Inc. Cabinet Making and Millwork             | 709175  | 10/4/2025  | 421 Bunting Avenue           | Mercer                   | Hamilton            | NJ            | 8611       | Debarred |          |
| Scott Horner Construction  | 718000  | 11/17/2023 | 10402 Eastwood Dr            | Florida                  | Bradenton           | FL            | 34211      | Debarred |          |
| Service Painting, Inc.   | 698323  | 12/15/2024 | 200 Price Street             | Delaware                 | Trainer             | PA            | 19061      | Debarred |          |
| Sharp General Contractors LLC  | 72813   | 7/19/2025  | 100 A Grove Street           | Elmwood Park             | Elmwood Park        | NJ            | 7407       | Debarred |          |
| Silva Brothers Construction Carpentry Inc./Silva Brothers Construction Carpentry Inc.  | 727341  | 6/14/2025  | 239 Progress Street          | Riverside                | Riverside           | NJ            | 8075       | Debarred |          |
| Smith Glass & Metal Company, LLC   | 602958  | 10/5/2023  | 766 Ramsey Avenue            | Union                    | Hillside            | NJ            | 7205       | Debarred |          |
| Super J J Fire Sprinkler Subcontractor LP  | 725413  | 10/25/2025 | 16 Turnbury Road             | Glocester                | Washington Township | NJ            | 7882       | Debarred |          |

|   |         |            |                           |          |                  |       |            |          |
|---|---------|------------|---------------------------|----------|------------------|-------|------------|----------|
| Synergy Systems - Light, Sound & Video, Inc.                | 609707  | 3/13/2026  | 23 Van Brackle Road       | Monmouth | Holmdel          | NJ    | 7733       | Debarred |
| The Radex Ceiling Team, Inc.                                | 732994  | 2/23/2025  | 248 Inster Place          | Union    | Elizabeth        | NJ    | 7206       | Debarred |
| Three Sons Restoration LLC                                  | 677471  | 12/8/2023  | 1235 Morris Avenue        | Union    | Union            | NJ    | 7083       | Debarred |
| Tink Construction Services LLC                              | 732414  | 5/16/2026  | P. O. Box 10367           | Mercer   | Trenton          | NJ    | 8650       | Debarred |
| Triad Inc America   | 725233  | 9/13/2024  | 185 Caprice Court #7      | Morris   | Castlerock       | CO    | 80109      | Debarred |
| Tri-Tech Construction Corp II-Tri-Tech Construction Corp I. | 731176  | 9/29/2024  | 262 Hudson Ave            | Bergen   | Hackensack       | NJ    | 7601       | Debarred |
| True Steel Construction/True Steel Construction LLC         | 709526  | 5/7/2026   | 248 Thomas Street         | Essex    | Newark           | NJ    | 7114       | Debarred |
| UniMak LLC  | 647383  | 6/6/2024   | 82 Midland Ave            | Bergen   | Saddle Brook     | NJ    | 07663-0766 | Debarred |
| V & P Altitude Corp./V & P Altitude Corp.                   | 722412  | 9/28/2024  | 3709 Fort Hamilton Parkwa | Brooklyn | NY               | 11238 | Debarred   |          |
| Valle Hermoso Construction Corporation                      | 698919  | 12/12/2025 | 2222 Bosworth Ave.        | Camden   | Lindenwold       | NJ    | 8221       | Debarred |
| Virk Services LLC   | 732668  | 7/24/2026  | 4 Avery Dr.               |          | Old Bridge       | NJ    | 8857       | Debarred |
| Wallace General Contracting LLC                             | 7226851 | 12/18/2025 | 3525 Quakerbridge Rd.     | Mercer   | Hamilton         | NJ    | 8619       | Debarred |
| Wall Systems Corp.  | 735685  | 2/13/2026  | 18 Sumo Village           | Essex    | Newark           | NJ    | 7114       | Debarred |
| Waterford Materials, LLC                                    | 654015  | 10/7/2024  | PO Box 128                | Camden   | Atco             | NJ    | 8004       | Debarred |
| WB Contracting Corp   | 720458  | 12/6/2023  | 19 1/2 Street             | Bergen   | South Hackensack | NJ    | 7606       | Debarred |
| WiseTech Inc.   | 729507  | 10/20/2025 | 361 West Dewey Ave        | Morris   | Wharton          | NJ    | 7806       | Debarred |
| Zafir Construction Corp.                                    | 734088  | 7/25/2025  | 30 Austin Street Apt. 206 | Essex    | Newark           | NJ    | 7114       | Debarred |



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 - CAPE MAY**

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

**PREVAILING WAGE RATE**

|                         |                            |
|-------------------------|----------------------------|
|                         | 03/01/23                   |
| J Journeyman (Mechanic) | W44.23<br>B28.63<br>T72.86 |

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Boilermaker**

**PREVAILING WAGE RATE**

|                 |                             |
|-----------------|-----------------------------|
|                 | 01/01/23                    |
| Foreman         | W53.50<br>B46.66<br>T100.16 |
| General Foreman | W55.50<br>B47.71<br>T103.21 |
| J Journeyman    | W48.50<br>B44.92<br>T93.42  |

**Craft: Boilermaker**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |       |       |  |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|--|
|                 | 65%                     | 70%   | 75%   | 80%   | 85%   | 90%   | 95%   |  |
| 1000 Hours      |                         |       |       |       |       |       |       |  |
| Benefit =       | 38.07                   | 39.03 | 40.03 | 41.00 | 41.99 | 42.97 | 43.93 |  |

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

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

**Craft: Boilermaker**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

- The second shift shall work 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, hoilday or any other circumstances beyond the employer's control.

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

County - CAPE MAY

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

| 01/01/23        |                            |
|-----------------|----------------------------|
| Foreman         | W35.45<br>B17.78<br>T53.23 |
| General Foreman | W35.95<br>B17.78<br>T53.73 |
| Mechanic        | W33.95<br>B17.78<br>T51.73 |

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

**County - CAPE MAY**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

|                |                            |
|----------------|----------------------------|
|                | 06/01/23                   |
| Deputy Foreman | W51.00<br>B36.28<br>T87.28 |
| Foreman        | W55.75<br>B36.28<br>T92.03 |
| J Journeyman   | W48.00<br>B36.28<br>T84.28 |

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |      |      |      |       |       |       |       |  |
|-----------------|-------------------------|------|------|------|-------|-------|-------|-------|--|
|                 | 40%                     | 50%  | 55%  | 60%  | 65%   | 70%   | 75%   | 80%   |  |
| 6 Months        |                         |      |      |      |       |       |       |       |  |
| Benefits        | 4.00                    | 5.00 | 5.50 | 6.00 | 24.29 | 26.00 | 27.73 | 29.43 |  |

**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 - CAPE MAY**

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

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

**County - CAPE MAY**

**Craft: Carpenter**

**PREVAILING WAGE RATE**

|              |                             |
|--------------|-----------------------------|
|              | 05/04/23                    |
| Foreman      | W62.72<br>B37.56<br>T100.28 |
| J Journeyman | W54.54<br>B32.73<br>T87.27  |

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |            |           |         |           |          |  |  |  |  |
|-----------------|-------------------------|------------|-----------|---------|-----------|----------|--|--|--|--|
| Yearly          | 40%                     | 55%        | 65%       | 80%     | 90%       |          |  |  |  |  |
| Benefit         | 59% of                  | Apprentice | Wage Rate | for all | intervals | + \$0.56 |  |  |  |  |

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

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

**Craft: Carpenter**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES

Yearly 40% 55% 65% 80%

Benefits 59% of apprentice wage rate for all intervals + \$0.56

**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.

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

**County - CAPE MAY**

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

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

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

**County - CAPE MAY**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

|              |                             |
|--------------|-----------------------------|
|              | 05/04/23                    |
| Foreman      | W62.72<br>B37.47<br>T100.19 |
| J Journeyman | W54.54<br>B32.64<br>T87.18  |

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |        |     |      |         |           |          |  |  |  |
|-----------------|-------------------------|--------|-----|------|---------|-----------|----------|--|--|--|
| Yearly          | 40%                     | 55%    | 65% | 80%  | 90%     |           |          |  |  |  |
| Benefits        | 59% of                  | Appren | tic | Wage | for all | intervals | + \$0.47 |  |  |  |

**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**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

**INTERVAL PERIOD AND RATES**

Yearly 40% 55% 65% 80%

Benefits 59% of apprentice wage rate for all intervals + \$0.47

**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

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

**County - CAPE MAY**

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

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

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

**County - CAPE MAY**

**Craft: Carpenter-Residential Construction**

**PREVAILING WAGE RATE**

|              |                            |
|--------------|----------------------------|
|              | 07/19/23                   |
| Foreman      | W52.62<br>B11.78<br>T64.40 |
| J Journeyman | W45.76<br>B10.97<br>T56.73 |

**Craft: Carpenter-Residential Construction**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |        |     |           |         |           |          |  |  |  |
|-----------------|-------------------------|--------|-----|-----------|---------|-----------|----------|--|--|--|
| Yearly          | 40%                     | 55%    | 65% | 80%       |         |           |          |  |  |  |
| Benefit         | 12% of                  | Appren | tic | wage rate | for all | intervals | + \$5.47 |  |  |  |

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

**Craft: Carpenter-Residential Construction**

**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.

**RESIDENTIAL CONSTRUCTION:**

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

**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

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

**County - CAPE MAY**

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

**County - CAPE MAY**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

|                 |                            |
|-----------------|----------------------------|
|                 | 05/02/23                   |
| Foreman         | W48.02<br>B29.51<br>T77.53 |
| General Foreman | W52.38<br>B29.51<br>T81.89 |
| J Journeyman    | W43.65<br>B29.51<br>T73.16 |

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |      |       |       |       |       |       |       |  |  |
|-----------------|-------------------------|------|-------|-------|-------|-------|-------|-------|--|--|
|                 | 40%                     | 45%  | 55%   | 65%   | 70%   | 75%   | 80%   | 80%   |  |  |
| 6 Months        | 40%                     | 45%  | 55%   | 65%   | 70%   | 75%   | 80%   | 80%   |  |  |
| Benefits        | 8.85                    | 8.85 | 11.25 | 11.25 | 12.30 | 12.30 | 15.10 | 15.10 |  |  |

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - CAPE MAY**

**Craft: Diver**

**PREVAILING WAGE RATE**

|        |                             |
|--------|-----------------------------|
|        | 05/02/23                    |
| Diver  | W58.41<br>B41.89<br>T100.30 |
| Tender | W46.73<br>B41.89<br>T88.62  |

**Craft: Diver**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |     |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|-----|--|--|--|--|
|                 | 1500 hours              | 70%   | 75%   | 80%   | 85% |  |  |  |  |
| Benefits        | 30.24                   | 31.25 | 32.23 | 33.25 |     |  |  |  |  |

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

**Craft: Diver**

**COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

|              |                            |
|--------------|----------------------------|
|              | 05/02/23                   |
| Foreman      | W56.08<br>B41.89<br>T97.97 |
| J Journeyman | W46.73<br>B41.89<br>T88.62 |

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|--|--|--|--|--|
| 1500 hours      | 40%                     | 50%   | 65%   | 80%   |  |  |  |  |  |
| Benefits        | 24.51                   | 26.53 | 29.34 | 32.29 |  |  |  |  |  |

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

**Craft: Dockbuilder/Pile Driver**

**COMMENTS/NOTES**

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one journeyman on drilled or bored soldier piles.
- There shall be not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be not less than one journeyman per rig on all earth retention tie-back and anchors.

Creosote Handling:

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

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

Harzardous Material Work:

- On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

**FOREMAN REQUIREMENTS:**

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

**SHIFT WORK:**

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

**County - CAPE MAY**

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

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

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

**County - CAPE MAY**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

|                 |                            |
|-----------------|----------------------------|
|                 | 05/02/23                   |
| Foreman         | W47.17<br>B29.54<br>T76.71 |
| General Foreman | W49.31<br>B29.54<br>T78.85 |
| J Journeyman    | W42.88<br>B29.54<br>T72.42 |

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |          |       |           |          |       |           |          |       |  |
|-----------------|-------------------------|----------|-------|-----------|----------|-------|-----------|----------|-------|--|
|                 | 40%                     | 50%      |       | 60%       | 70%      |       | 80%       | 90%      |       |  |
| 6 Months        | 40%                     | 50%      |       | 60%       | 70%      |       | 80%       | 90%      |       |  |
| Benefits        | Intervals               | 1 to 2 = | 11.45 | Intervals | 3 to 4 = | 14.33 | Intervals | 5 to 6 = | 18.04 |  |

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Electrician**

**PREVAILING WAGE RATE**

|   |                             |
|---|-----------------------------|
|   | 01/10/23                    |
| Asst. General Foreman                                     | W62.10<br>B54.72<br>T116.82 |
| Foreman   | W57.96<br>B51.50<br>T109.46 |
| General Foreman   | W67.28<br>B58.75<br>T126.03 |
| J Journeyman, Cable Splicer                               | W51.75<br>B46.67<br>T98.42  |
| Lead Foreman  | W59.51<br>B52.71<br>T112.22 |
| Working Foreman,<br>Welder, Crane Operator<br>(all types) | W54.34<br>B48.69<br>T103.03 |

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|-------|--|--|--|--|--|
| Yearly          | 16.30                   | 20.70 | 23.40 | 27.63 | 31.87 |  |  |  |  |  |
| Benefits        | 7.94                    | 9.19  | 9.95  | 11.16 | 12.36 |  |  |  |  |  |

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

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

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

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

FOREMAN REQUIREMENTS (number of Electricians on site):

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

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

**County - CAPE MAY**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

|  |                            |
|--|----------------------------|
|  | 05/02/23                   |
| Master Technician/Gen. Foreman<br>(31+ Workers on Job)   | W51.90<br>B38.44<br>T90.34 |
| Senior Technician/Lead Foreman<br>(21-30 Workers on Job) | W47.31<br>B36.98<br>T84.29 |
| Technician A/Foreman<br>(11-20 Workers on Job)           | W45.18<br>B36.31<br>T81.49 |
| Technician B/Working Foreman<br>(4-10 Workers on Job)    | W43.92<br>B34.91<br>T78.83 |
| Technician C/J Journeyman<br>(1-3 Workers on Job)        | W40.00<br>B32.66<br>T72.66 |

**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 |  |  |
| Benefits        | 9.65                    | 9.65  | 10.62 | 10.62 | 12.57 | 12.57 | 14.92 | 14.92 |  |  |

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

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

|  |                             |
|--|-----------------------------|
|  | 01/10/23                    |
| Assistant General Foreman  | W62.10<br>B54.64<br>T116.74 |
| Foreman  | W57.96<br>B51.38<br>T109.34 |
| General Foreman  | W67.28<br>B58.70<br>T125.98 |
| Groundhand, Truck Driver, Conduit Installer (1 year or more experience)  | W25.88<br>B26.22<br>T52.10  |
| Groundhand, Truck Driver, Conduit Installer (2 years or more experience) | W36.23<br>B34.34<br>T70.57  |
| Groundhand, Truck Driver, Conduit Installer (3 years or more experience) | W43.99<br>B40.43<br>T84.42  |
| Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)      | W20.70<br>B1.29<br>T21.99   |
| J Journeyman Lineman   | W51.75<br>B46.51<br>T98.26  |
| Lead Foreman   | W59.51<br>B52.61<br>T112.12 |
| Working Foreman  | W54.34<br>B48.54<br>T102.88 |

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

| <b>INTERVAL</b> | <b>PERIOD AND RATES</b> |       |       |       |       |       |       |  |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|--|
| 6 Months        | 25.52                   | 27.63 | 29.75 | 31.87 | 33.99 | 36.11 | 38.22 |  |
| Benefits        | 10.35                   | 10.97 | 11.57 | 12.20 | 12.81 | 13.43 | 14.05 |  |

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - CAPE MAY**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

**FOREMAN REQUIREMENTS (number of Electricians on site):**

(1 to 10)- one Working Foreman.

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

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

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

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

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

(runs one foreman).

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

(runs two foremen).

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> |        | <u>PERIOD AND RATES</u> |     |      |      |         |           |  |  |
|-----------------|--------|-------------------------|-----|------|------|---------|-----------|--|--|
| * 6 Months      | 60%    | 65%                     | 70% | 75%  | 80%  | 85%     | 90%       |  |  |
| Benefits        | 69% of | Appren                  | tic | Wage | Rate | for all | intervals |  |  |

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

**COMMENTS/NOTES**

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

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |       |       |  |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|--|
| 6 Months        | 31.65                   | 34.29 | 36.93 | 39.56 | 42.20 | 44.84 | 47.78 |  |
| Benefits        | 28.02                   | 29.62 | 31.20 | 32.80 | 34.40 | 36.00 | 37.58 |  |

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

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

|  |                             |
|--|-----------------------------|
|  | 01/01/23                    |
| Helper-Over 5 Years                              | W46.35<br>B42.03<br>T88.38  |
| Helper-Under 5 Years                             | W46.35<br>B41.11<br>T87.46  |
| Mechanic (J Journeyman)<br>over 5 years          | W66.21<br>B43.62<br>T109.83 |
| Mechanic (J Journeyman)<br>under 5 years         | W66.21<br>B42.30<br>T108.51 |
| Mechanic in Charge<br>(Foreman)<br>over 5 years  | W74.49<br>B44.28<br>T118.77 |
| Mechanic in Charge<br>(Foreman)<br>under 5 years | W74.49<br>B42.79<br>T117.28 |
| Probationary Helper (1st 6<br>months)            | W33.11<br>B40.31<br>T73.42  |

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

| <b>INTERVAL</b> | <b>PERIOD AND RATES</b> |            |         |          |     |           |  |  |  |  |
|-----------------|-------------------------|------------|---------|----------|-----|-----------|--|--|--|--|
| Yearly          | 55%                     | 65%        | 70%     | 80%      |     |           |  |  |  |  |
| Benefits        | full                    | journeyman | benefit | rate for | all | intervals |  |  |  |  |

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

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

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

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

**County - CAPE MAY**

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Glazier**

**PREVAILING WAGE RATE**

|              |                            |
|--------------|----------------------------|
|              | 05/02/23                   |
| Foreman      | W50.68<br>B36.62<br>T87.30 |
| J Journeyman | W46.68<br>B36.62<br>T83.30 |

**Craft: Glazier**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|--|--|--|--|--|
| Yearly          | 19.39                   | 22.52 | 26.22 | 29.31 |  |  |  |  |  |
| Benefits        | 19.73                   | 21.77 | 23.33 | 25.59 |  |  |  |  |  |

**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 = \$45.26/hr.

Double time = \$53.90/hr.

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

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

**County - CAPE MAY**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

|              | 07/07/23                   | 07/01/24                 | 07/01/25                 |
|--------------|----------------------------|--------------------------|--------------------------|
| Foreman      | W54.90<br>B37.85<br>T92.75 | W0.00<br>B0.00<br>T95.50 | W0.00<br>B0.00<br>T98.25 |
| J Journeyman | W53.40<br>B37.85<br>T91.25 | W0.00<br>B0.00<br>T94.00 | W0.00<br>B0.00<br>T96.75 |

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |     |           |     |  |  |  |  |
|-----------------|-------------------------|-----|-----|-----------|-----|--|--|--|--|
| Yearly          | 45%                     | 55% | 65% | 75%       | 80% |  |  |  |  |
| Benefit         | 34.60                   | for | all | intervals |     |  |  |  |  |

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

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

|              | 07/07/23                   | 07/01/24                 | 07/01/25                 |
|--------------|----------------------------|--------------------------|--------------------------|
| Foreman      | W54.90<br>B37.85<br>T92.75 | W0.00<br>B0.00<br>T95.50 | W0.00<br>B0.00<br>T98.25 |
| J Journeyman | W53.40<br>B37.85<br>T91.25 | W0.00<br>B0.00<br>T94.00 | W0.00<br>B0.00<br>T96.75 |

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

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |        |       |           |  |  |  |  |  |  |
|-----------------|-------------------------|--------|-------|-----------|--|--|--|--|--|--|
|                 | 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 - CAPE MAY**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

|                 | 02/01/23                    | 02/01/24                  | 02/01/25                  | 02/01/26                  |
|-----------------|-----------------------------|---------------------------|---------------------------|---------------------------|
| Foreman         | W63.28<br>B34.92<br>T98.20  | W0.00<br>B0.00<br>T100.20 | W0.00<br>B0.00<br>T102.20 | W0.00<br>B0.00<br>T104.20 |
| General Foreman | W65.78<br>B34.92<br>T100.70 | W0.00<br>B0.00<br>T102.70 | W0.00<br>B0.00<br>T104.70 | W0.00<br>B0.00<br>T106.70 |
| J Journeyman    | W58.28<br>B34.92<br>T93.20  | W0.00<br>B0.00<br>T95.20  | W0.00<br>B0.00<br>T97.20  | W0.00<br>B0.00<br>T99.20  |

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |  |  |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|--|--|--|--|--|--|--|
| 6 Months        | 50%                     | 70%   | 90%   |  |  |  |  |  |  |  |
| Benefits        | 13.65                   | 20.81 | 27.43 |  |  |  |  |  |  |  |

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

|                 | 02/01/23                   | 02/01/24                 | 02/01/25                 | 02/01/26                 |
|-----------------|----------------------------|--------------------------|--------------------------|--------------------------|
| Foreman         | W52.02<br>B32.57<br>T84.59 | W0.00<br>B0.00<br>T86.59 | W0.00<br>B0.00<br>T88.59 | W0.00<br>B0.00<br>T90.59 |
| General Foreman | W54.52<br>B32.57<br>T87.09 | W0.00<br>B0.00<br>T89.09 | W0.00<br>B0.00<br>T91.09 | W0.00<br>B0.00<br>T93.09 |
| J Journeyman    | W47.02<br>B32.57<br>T79.59 | W0.00<br>B0.00<br>T81.59 | W0.00<br>B0.00<br>T83.59 | W0.00<br>B0.00<br>T85.59 |

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |        |      |         |         |  |  |  |  |  |
|-----------------|-------------------------|--------|------|---------|---------|--|--|--|--|--|
|                 | SEE                     | INDUST | RIAL | PAINTER | BRIDGES |  |  |  |  |  |
|                 |                         |        |      |         |         |  |  |  |  |  |

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

|                 | 02/01/23                   | 02/01/24                 | 02/01/25                 | 02/01/26                 |
|-----------------|----------------------------|--------------------------|--------------------------|--------------------------|
| Foreman         | W53.07<br>B32.22<br>T85.29 | W0.00<br>B0.00<br>T87.29 | W0.00<br>B0.00<br>T89.29 | W0.00<br>B0.00<br>T91.29 |
| General Foreman | W55.57<br>B32.22<br>T87.79 | W0.00<br>B0.00<br>T89.79 | W0.00<br>B0.00<br>T91.79 | W0.00<br>B0.00<br>T93.79 |
| J Journeyman    | W48.07<br>B32.22<br>T80.29 | W0.00<br>B0.00<br>T82.29 | W0.00<br>B0.00<br>T84.29 | W0.00<br>B0.00<br>T86.29 |

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |  |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|--|--|--|--|--|--|
| 6 Months        | 50%                     | 70%   | 90%   |  |  |  |  |  |  |
| Benefits        | 13.65                   | 20.81 | 27.43 |  |  |  |  |  |  |

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

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

**County - CAPE MAY**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

|                                   |                            |
|-----------------------------------|----------------------------|
|                                   | 07/01/23                   |
| Foreman- Fence and Guardrail      | W54.56<br>B36.94<br>T91.50 |
| Foreman-Rod/Mesh                  | W59.78<br>B37.72<br>T97.50 |
| Foreman-Structural                | W60.93<br>B37.72<br>T98.65 |
| J Journeyman- Fence and Guardrail | W50.52<br>B36.94<br>T87.46 |
| J Journeyman-Rod/Mesh             | W51.99<br>B37.72<br>T89.71 |
| J Journeyman-Structural           | W52.99<br>B37.72<br>T90.71 |

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |     |  |  |  |  |  |  |  |
|-----------------|-------------------------|-----|-----|--|--|--|--|--|--|--|
| Yearly          | 66%                     | 79% | 88% |  |  |  |  |  |  |  |
|                 |                         |     |     |  |  |  |  |  |  |  |

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

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

**Craft: Ironworker**

**COMMENTS/NOTES**

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 - CAPE MAY**

- 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 = \$43.08.

When wages are double, benefits = \$48.44.

For Fence and Guardrail-

When wages are time and one-half, benefits = \$41.91.

When wages are double, benefits = \$46.88.

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 - CAPE MAY**

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

**PREVAILING WAGE RATE**

|                        |                            |
|------------------------|----------------------------|
|                        | 09/05/23                   |
| Foreman                | W44.75<br>B24.71<br>T69.46 |
| J Journeyman (Handler) | W39.78<br>B24.71<br>T64.49 |

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

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |           |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|-----------|--|--|--|--|--|
| Yearly          | 22.07                   | 25.75 | 29.42 | 33.10     |  |  |  |  |  |
| Benefit         | 22.06                   | for   | all   | intervals |  |  |  |  |  |

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

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

|                    |                            |
|--------------------|----------------------------|
|                    | 06/01/23                   |
| Class A Journeyman | W38.00<br>B32.17<br>T70.17 |
| Class B Journeyman | W37.00<br>B32.17<br>T69.17 |
| Class C Journeyman | W31.45<br>B32.17<br>T63.62 |
| Foreman            | W42.75<br>B32.17<br>T74.92 |
| General Foreman    | W47.50<br>B32.17<br>T79.67 |

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |            |           |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|------------|-----------|--|--|--|--|
| 6 Months        | 60%                     | 70%   | 80%   | 90%   | of Class B | wage rate |  |  |  |  |
| Benefit         | 28.92                   | 28.92 | 28.92 | 28.92 |            |           |  |  |  |  |

**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 nozzle men on gunite work.

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**County - CAPE MAY**

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

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

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

**OVERTIME:**

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

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

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

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

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

County - CAPE MAY

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the  
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |     |           |  |  |  |  |  |
|-----------------|-------------------------|-----|-----|-----------|--|--|--|--|--|
| 1000 Hours      | 60%                     | 70% | 80% | 90%       |  |  |  |  |  |
| Benefit         | 23.98                   | 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 - CAPE MAY**

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

**PREVAILING WAGE RATE**

|  |                           |
|--|---------------------------|
|  | 04/01/23                  |
| * Skilled Tradesman (only applies to Modular Construction)               | W27.90<br>B5.45<br>T33.35 |
| Foreman (person directing crew, regardless of his skill classification)  | W31.90<br>B5.45<br>T37.35 |
| Laborer (for single family and stand-alone duplex owned by single owner) | W17.85<br>B2.95<br>T20.80 |
| Residential and Modular Construction Laborer                             | W23.90<br>B5.45<br>T29.35 |

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeyman-

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 - CAPE MAY**

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 HOLIDAYS:**

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

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

**County - CAPE MAY**

**Craft: Millwright**

**PREVAILING WAGE RATE**

|              |                             |
|--------------|-----------------------------|
|              | 05/04/23                    |
| Foreman      | W64.35<br>B38.57<br>T102.92 |
| J Journeyman | W55.96<br>B33.62<br>T89.58  |

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |        |     |      |      |         |           |          |  |  |
|-----------------|-------------------------|--------|-----|------|------|---------|-----------|----------|--|--|
| 6 Months        | 40%                     | 55%    | 65% | 80%  | 90%  |         |           |          |  |  |
| Benefits        | 59% of                  | Appren | tic | Wage | Rate | for all | intervals | + \$0.61 |  |  |

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

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

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

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

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

County - CAPE MAY

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the  
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |     |     |  |  |  |  |  |
|-----------------|-------------------------|-----|-----|-----|--|--|--|--|--|
| Yearly          | 60%                     | 70% | 80% | 90% |  |  |  |  |  |
|                 |                         |     |     |     |  |  |  |  |  |

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

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

Craft: Operating Engineer

COMMENTS/NOTES

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

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

County - CAPE MAY

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the  
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |         |          |          |            |     |      |  |  |
|-----------------|-------------------------|-----|---------|----------|----------|------------|-----|------|--|--|
| Yearly          | 70%                     | 75% | of Rod/ | Chainman | Wage     |            |     |      |  |  |
| Yearly          |                         |     | 80%     | 90%      | Transit/ | Instrument | man | Wage |  |  |

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

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

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

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

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

**County - CAPE MAY**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

|   |                            |
|---|----------------------------|
|   | 12/07/22                   |
| Apprentice (1st year)   | W29.15<br>B14.75<br>T43.90 |
| Apprentice (2nd year)   | W33.25<br>B25.70<br>T58.95 |
| Foreman (Charge Person)   | W42.05<br>B26.48<br>T68.53 |
| J Journeyman 1 (at least 1 year of working exp. as a journeyman)  | W37.28<br>B26.48<br>T63.76 |
| J Journeyman 2 (at least 2 years of working exp. as a journeyman) | W41.05<br>B26.48<br>T67.53 |

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Paperhanger**

**PREVAILING WAGE RATE**

|              |                            |
|--------------|----------------------------|
|              | 05/02/23                   |
| Foreman      | W52.82<br>B29.51<br>T82.33 |
| J Journeyman | W48.02<br>B29.51<br>T77.53 |

**Craft: Paperhanger**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |      |         |  |  |  |  |  |  |
|-----------------|-------------------------|------|---------|--|--|--|--|--|--|
| SEE             | COMME<br>R              | CIAL | PAINTER |  |  |  |  |  |  |
|                 |                         |      |         |  |  |  |  |  |  |

**Craft: Paperhanger**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

See "Plumber" Rates

**Craft: Pipefitter**

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

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

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

**County - CAPE MAY**

**Craft: Plumber**

**PREVAILING WAGE RATE**

|              |                             |
|--------------|-----------------------------|
|              | 05/04/23                    |
| Foreman      | W53.97<br>B51.55<br>T105.52 |
| J Journeyman | W49.06<br>B51.55<br>T100.61 |

**Craft: Plumber**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |       |       |       |       |       |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                 | 30%                     | 35%   | 45%   | 50%   | 55%   | 60%   | 65%   | 70%   | 75%   | 80%   |
| 6 Months        |                         |       |       |       |       |       |       |       |       |       |
| Benefits        | 32.19                   | 33.59 | 36.35 | 37.73 | 39.10 | 40.49 | 41.88 | 43.25 | 44.65 | 46.01 |

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

**Craft: Plumber**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Roofer**

**PREVAILING WAGE RATE**

|                                |                            |
|--------------------------------|----------------------------|
|                                | 05/19/23                   |
| Foreman<br>(5 workers or less) | W44.63<br>B34.62<br>T79.25 |
| Foreman<br>(6 workers or more) | W45.13<br>B34.62<br>T79.75 |
| J Journeyman                   | W42.63<br>B34.62<br>T77.25 |

**Craft: Roofer**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |  |  |  |  |  |
|-----------------|-------------------------|-------|-------|-------|--|--|--|--|--|
|                 | 52%                     | 55%   | 60%   | 75%   |  |  |  |  |  |
| Yearly          | 52%                     | 55%   | 60%   | 75%   |  |  |  |  |  |
| Benefits        | 23.39                   | 27.89 | 34.62 | 34.62 |  |  |  |  |  |

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

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

**Craft: Roofer**

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

|                                |                            |
|--------------------------------|----------------------------|
|                                | 05/19/23                   |
| Foreman<br>(3 workers or less) | W33.10<br>B22.10<br>T55.20 |
| Foreman<br>(4 workers or more) | W33.85<br>B22.10<br>T55.95 |
| Helper                         | W16.43<br>B22.10<br>T38.53 |
| J Journeyman<br>(shingle work) | W32.85<br>B22.10<br>T54.95 |

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

**APPRENTICE RATE SCHEDULE**

| <b><u>INTERVAL</u></b> | <b><u>PERIOD AND RATES</u></b> |       |       |  |  |  |  |  |  |
|------------------------|--------------------------------|-------|-------|--|--|--|--|--|--|
| Yearly                 | 60%                            | 70%   | 80%   |  |  |  |  |  |  |
| Benefits               | 22.10                          | 22.10 | 22.10 |  |  |  |  |  |  |

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

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

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

**COMMENTS/NOTES**

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

HELPER RATIO: 1 Helper to 1 Journeyman

**FOREMAN REQUIREMENTS:**

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

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

|              |                            |
|--------------|----------------------------|
|              | 07/28/23                   |
| Foreman      | W32.46<br>B25.93<br>T58.39 |
| J Journeyman | W30.46<br>B25.93<br>T56.39 |

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |       |       |       |       |       |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                 | 40%                     | 45%   | 50%   | 55%   | 60%   | 65%   | 70%   | 75%   | 80%   | 90%   |
| 1000 Hours      |                         |       |       |       |       |       |       |       |       |       |
| Benefits        | 25.06                   | 25.13 | 25.21 | 25.28 | 25.36 | 25.43 | 25.51 | 25.58 | 25.67 | 25.81 |

**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 - CAPE MAY**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

|              |                             |
|--------------|-----------------------------|
|              | 06/01/23                    |
| Foreman      | W59.68<br>B47.39<br>T107.07 |
| J Journeyman | W56.18<br>B47.39<br>T103.57 |

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |       |       |       |       |       |       |       |       |       |
|-----------------|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 6 months        | 40%                     | 45%   | 50%   | 55%   | 60%   | 65%   | 70%   | 75%   | 80%   | 85%   |
| Benefits        | 14.55                   | 16.25 | 17.96 | 19.64 | 21.34 | 30.19 | 32.45 | 34.68 | 36.93 | 39.18 |

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

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**JOB SITE FOREMAN REQUIREMENTS:**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAPE MAY**

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

- Benefits on overtime hours are as follows:

Time and one-half = \$54.69.

Double-time = \$61.99.

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 - CAPE MAY**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

|                 |                            |
|-----------------|----------------------------|
|                 | 06/13/23                   |
| Foreman         | W55.19<br>B35.59<br>T90.78 |
| General Foreman | W57.44<br>B35.59<br>T93.03 |
| J Journeyman    | W52.19<br>B35.59<br>T87.78 |

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |      |       |       |       |       |       |       |       |       |
|-----------------|-------------------------|------|-------|-------|-------|-------|-------|-------|-------|-------|
|                 | 45%                     | 50%  | 55%   | 60%   | 65%   | 70%   | 75%   | 80%   | 85%   | 90%   |
| 1000 Hours      |                         |      |       |       |       |       |       |       |       |       |
| Benefits        | 8.74                    | 8.74 | 20.32 | 20.32 | 20.57 | 20.57 | 20.57 | 20.57 | 20.57 | 20.57 |

**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 - CAPE MAY**

**Craft: Tile Worker**

**PREVAILING WAGE RATE**

|          |                            |
|----------|----------------------------|
|          | 06/13/23                   |
| Finisher | W43.56<br>B29.69<br>T73.25 |
| Setter   | W51.96<br>B34.86<br>T86.82 |

**Craft: Tile Worker**

**APPRENTICE RATE SCHEDULE**

| <u>INTERVAL</u> | <u>PERIOD AND RATES</u> |     |     |     |     |     |     |     |     |     |
|-----------------|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 750 Hours       | 40%                     | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 90% |
|                 |                         |     |     |     |     |     |     |     |     |     |

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

**Craft: Tile Worker**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - CAPE MAY**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

|   |                            |
|---|----------------------------|
|   | 05/01/23                   |
| Bucket,<br>Seeding/Fertilizing/<br>Mulching trucks              | W42.45<br>B25.64<br>T68.09 |
| Concrete mobile unit;<br>Tack Spreader, Transit<br>Mix trucks   | W42.45<br>B25.64<br>T68.09 |
| Dump, Tank, Pick-up,<br>Vacuum or Vac-All trucks                | W42.45<br>B25.64<br>T68.09 |
| Helper on Straight 3-axle<br>truck, Mechanic's helper           | W42.25<br>B25.64<br>T67.89 |
| Mechanic  | W42.95<br>B25.64<br>T68.59 |
| Shop Steward, Large<br>Off-Road Dump Truck,<br>Winch Truck      | W42.90<br>B25.64<br>T68.54 |
| Straight 3-axle truck   | W42.45<br>B25.64<br>T68.09 |
| Tow Truck   | W42.60<br>B25.64<br>T68.24 |
| Tractor Trailer, Fuel, and<br>Asphalt Oil Distributor<br>Trucks | W42.80<br>B25.64<br>T68.44 |
| Water Truck   | W42.80<br>B25.64<br>T68.44 |

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

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

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 per hour.

**OVERTIME:**

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

**County - CAPE MAY**

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

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

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

**County - CAPE MAY**

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

**PREVAILING WAGE RATE**

|        |                            |
|--------|----------------------------|
|        | 05/01/23                   |
| Driver | W42.45<br>B25.64<br>T68.09 |

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

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- All designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIAL:**

- Second shift shall receive an additional \$1.00 per hour.

**OVERTIME:**

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

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

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

**County - CAPE MAY**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

**Craft: Welder**

**COMMENTS/NOTES**

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

# STATEWIDE RATES

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.63 | 37.65  | 95.28 |

**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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.63 | 37.65  | 95.28 |

**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)

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 55.72 | 37.65  | 93.37 |

**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 (Hetzell, Rexomatic & similar types)

Concrete Vibrator

**OPERATING ENGINEERS    Rates Expiration Date :**

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 55.72 | 37.65  | 93.37 |

**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)

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 55.72 | 37.65  | 93.37 |

**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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 55.72 | 37.65  | 93.37 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 50.38 | 37.65  | 88.03 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.80 | 37.65  | 85.45 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.96 | 37.65  | 95.61 |

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 59.22 | 37.65  | 96.87 |

**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

TERRITORY  
ENTIRE STATE

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

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

Effective Dates:

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 59.22 | 37.65  | 96.87 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 54.09 | 37.65  | 91.74 |

**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

**TERRITORY**  
**ENTIRE STATE**

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 54.09 | 37.65  | 91.74 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 61.04 | 37.65  | 98.69 |

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 65.72 | 37.65  | 103.37 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 64.72 | 37.65  | 102.37 |

**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.

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 61.22 | 37.65  | 98.87 |

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 63.72 | 37.65  | 101.37 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 60.22 | 37.65  | 97.87 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 62.85 | 37.65  | 100.50 |

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 58.79 | 37.65  | 96.44 |

**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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 56.13 | 37.65  | 93.78 |

**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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 54.60 | 37.65  | 92.25 |

**CLASSIFICATIONS:**

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 50.84 | 37.65  | 88.49 |

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 58.41 | 37.65  | 96.06 |

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.80 | 37.65  | 85.45 |

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 59.55 | 37.65  | 97.20 |

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 67.74 | 37.65  | 105.39 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 66.08 | 37.65  | 103.73 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 63.24 | 37.65  | 100.89 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 61.58 | 37.65  | 99.23 |

**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:

**07/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 63.24 | 37.65  | 100.89 |

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

**TERRITORY**  
**ENTIRE STATE**

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

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 59.22 | 37.65  | 96.87 |

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.38 | 37.65  | 90.03 |

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 50.30 | 35.73  | 86.03 |

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 50.00 | 35.73  | 85.73 |

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 49.50 | 35.73  | 85.23 |

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.00 | 35.73  | 87.73 |

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.95 | 35.73  | 84.68 |

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.60 | 35.73  | 84.33 |

**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, Tod Man)

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.45 | 35.73  | 84.18 |

**CLASSIFICATIONS:**

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

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.05 | 35.73  | 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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.97 | 37.65  | 95.62 |

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 51.13 | 37.65  | 88.78 |

**CLASSIFICATIONS:**

Driller's Helper

TERRITORY  
ENTIRE STATE

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

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

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

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

**OVERTIME:**

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

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

**Effective Dates:**

| 10/01/2022 |        | 10/01/2023 |       |
|------------|--------|------------|-------|
| Rate       | Fringe | Total      | Total |
| 43.94      | 14.54  | 58.48      | 60.48 |

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

| 10/01/2022 |        | 10/01/2023 |       |
|------------|--------|------------|-------|
| Rate       | Fringe | Total      | Total |
| 38.00      | 14.18  | 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:**

| 10/01/2022 |        | 10/01/2023 |       |
|------------|--------|------------|-------|
| Rate       | Fringe | Total      | Total |
| 35.77      | 14.05  | 49.82      | 51.47 |

**CLASSIFICATIONS:**

Certified Welder

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

| <b>10/01/2022</b> |        | <b>10/01/2023</b> |       |
|-------------------|--------|-------------------|-------|
| Rate              | Fringe | Total             | Total |
| 34.79             | 13.74  | 48.53             | 50.14 |

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

| <b>10/01/2022</b> |        | <b>10/01/2023</b> |       |
|-------------------|--------|-------------------|-------|
| Rate              | Fringe | Total             | Total |
| 33.67             | 13.67  | 47.34             | 48.91 |

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

| <b>10/01/2022</b> |        | <b>10/01/2023</b> |       |
|-------------------|--------|-------------------|-------|
| Rate              | Fringe | Total             | Total |
| 27.97             | 13.33  | 41.30             | 42.63 |

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

| <b>10/01/2022</b> |        | <b>10/01/2023</b> |       |
|-------------------|--------|-------------------|-------|
| Rate              | Fringe | Total             | Total |
| 39.16             | 14.25  | 53.41             | 55.20 |

**CLASSIFICATIONS:**

Crane Operator

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**03/01/2017**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 36.50 | 21.27  | 57.77 |

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 33.80 | 21.27  | 55.07 |

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 31.75 | 21.27  | 53.02 |

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 31.75 | 21.27  | 53.02 |

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2017**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 30.30 | 21.27  | 51.57 |

**CLASSIFICATIONS:**

Cleaner, Taper

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 51.80 | 35.73  | 87.53 |

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.35 | 35.73  | 84.08 |

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.50 | 35.73  | 84.23 |

**CLASSIFICATIONS:**

Screedman

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

PREVAILING WAGE RATE DETERMINATION

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.95 | 35.73  | 83.68 |

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.05 | 35.73  | 83.78 |

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.25 | 35.73  | 83.98 |

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.20 | 35.73  | 83.93 |

**CLASSIFICATIONS:**

Raker, Luteman

**TERRITORY**  
**ENTIRE STATE**

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

**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:**

**10/18/2022**

| Rate | Fringe | Total |
|------|--------|-------|
| 0.00 | 0.00   | 65.92 |

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

**10/18/2022**

| Rate | Fringe | Total |
|------|--------|-------|
| 0.00 | 0.00   | 75.24 |

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**10/18/2022**

| Rate | Fringe | Total |
|------|--------|-------|
| 0.00 | 0.00   | 81.28 |

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.55 | 35.73  | 83.28 |

**CLASSIFICATIONS:**

**"D" Rate:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.25 | 35.73  | 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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.50 | 35.73  | 84.23 |

**CLASSIFICATIONS:**

"B" Rate:

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.05 | 35.73  | 87.78 |

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 51.80 | 35.73  | 87.53 |

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.80 | 35.73  | 88.53 |

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.55 | 35.73  | 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:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.55 | 35.73  | 83.28 |

**CLASSIFICATIONS:**

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.25 | 35.73  | 83.98 |

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.25 | 35.73  | 83.98 |

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.05 | 35.73  | 87.78 |

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 51.80 | 35.73  | 87.53 |

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.80 | 35.73  | 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:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.50 | 35.73  | 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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.34 | 34.70  | 92.04 |

**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:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 57.34 | 34.70  | 92.04 |

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**07/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 33.84 | 24.32  | 58.16 |

**CLASSIFICATIONS:**

Pipeline Helper

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**11/02/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 63.90 | 29.83  | 93.73 |

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/02/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 63.90 | 29.83  | 93.73 |

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**11/02/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 40.53 | 22.15  | 62.68 |

**CLASSIFICATIONS:**

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 51.80 | 35.73  | 87.53 |

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.50 | 35.73  | 84.23 |

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 48.25 | 35.73  | 83.98 |

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH    Rates Expiration Date :

Effective Dates:

03/01/2023

| Rate  | Fringe | Total |
|-------|--------|-------|
| 47.55 | 35.73  | 83.28 |

**CLASSIFICATIONS:**

Asphalt Laborer

**TERRITORY**  
**ENTIRE STATE**

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

**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:**

|       | <b>12/04/2022</b> |        | <b>12/03/2023</b> |        | <b>12/01/2024</b> |        |
|-------|-------------------|--------|-------------------|--------|-------------------|--------|
| Rate  | Fringe            | Total  | Rate              | Total  | Rate              | Total  |
| 61.07 | 42.13             | 103.20 |                   | 106.36 |                   | 109.56 |

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |        | <b>12/01/2024</b> |        |
|-------|-------------------|-------|-------------------|--------|-------------------|--------|
| Rate  | Fringe            | Total | Rate              | Total  | Rate              | Total  |
| 57.61 | 39.75             | 97.36 |                   | 100.35 |                   | 103.36 |

**CLASSIFICATIONS:**

Journeyman Lineman

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

PREVAILING WAGE RATE DETERMINATION

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

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |        | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|--------|-------------------|
| Rate  | Fringe            | Total | Total             | Total  |                   |
| 57.61 | 39.75             | 97.36 | 100.35            | 103.36 |                   |

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |        | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|--------|-------------------|
| Rate  | Fringe            | Total | Total             | Total  |                   |
| 57.03 | 39.35             | 96.38 | 99.35             | 102.32 |                   |

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|-------|-------------------|
| Rate  | Fringe            | Total | Total             | Total |                   |
| 55.31 | 38.16             | 93.47 | 96.33             | 99.21 |                   |

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|-------|-------------------|
| Rate  | Fringe            | Total | Total             | Total |                   |
| 48.39 | 33.38             | 81.77 | 84.29             | 86.81 |                   |

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

|       | <b>12/04/2022</b> |        | <b>12/03/2023</b> |        | <b>12/01/2024</b> |
|-------|-------------------|--------|-------------------|--------|-------------------|
| Rate  | Fringe            | Total  | Total             | Total  |                   |
| 72.01 | 49.68             | 121.69 | 125.44            | 129.20 |                   |

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

|       | <b>12/04/2022</b> |        | <b>12/03/2023</b> |        | <b>12/01/2024</b> |
|-------|-------------------|--------|-------------------|--------|-------------------|
| Rate  | Fringe            | Total  | Total             | Total  |                   |
| 66.25 | 45.71             | 111.96 | 115.41            | 118.85 |                   |

**CLASSIFICATIONS:**

Assistant General Foreman

**TERRITORY****NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT****ENTIRE STATE****PREVAILING WAGE RATE DETERMINATION****ELECTRICIAN- UTILITY WORK (NORTH)    Rates Expiration Date :****Effective Dates:**

|       | <b>12/04/2022</b> |        | <b>12/03/2023</b> |        | <b>12/01/2024</b> |        |
|-------|-------------------|--------|-------------------|--------|-------------------|--------|
| Rate  | Fringe            | Total  |                   | Total  |                   | Total  |
| 64.52 | 44.51             | 109.03 |                   | 112.40 |                   | 115.76 |

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |       |
|-------|-------------------|-------|-------------------|-------|-------------------|-------|
| Rate  | Fringe            | Total |                   | Total |                   | Total |
| 46.66 | 32.19             | 78.85 |                   | 81.28 |                   | 83.72 |

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |       |
|-------|-------------------|-------|-------------------|-------|-------------------|-------|
| Rate  | Fringe            | Total |                   | Total |                   | Total |
| 44.36 | 30.60             | 74.96 |                   | 77.26 |                   | 79.58 |

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |       |
|-------|-------------------|-------|-------------------|-------|-------------------|-------|
| Rate  | Fringe            | Total |                   | Total |                   | Total |
| 44.36 | 30.60             | 74.96 |                   | 77.26 |                   | 79.58 |

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |       |
|-------|-------------------|-------|-------------------|-------|-------------------|-------|
| Rate  | Fringe            | Total |                   | Total |                   | Total |
| 43.78 | 30.20             | 73.98 |                   | 76.26 |                   | 78.55 |

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> |       | <b>12/01/2024</b> |       |
|-------|-------------------|-------|-------------------|-------|-------------------|-------|
| Rate  | Fringe            | Total |                   | Total |                   | Total |
| 43.78 | 30.20             | 73.98 |                   | 76.26 |                   | 78.55 |

**CLASSIFICATIONS:**

Line Equipment Mechanic

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|-------------------|
| Rate  | Fringe            | Total | Total             | Total             |
| 37.45 | 25.84             | 63.29 | 65.23             | 67.17             |

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|-------------------|
| Rate  | Fringe            | Total | Total             | Total             |
| 34.57 | 23.85             | 58.42 | 60.21             | 62.02             |

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

|       | <b>12/04/2022</b> |       | <b>12/03/2023</b> | <b>12/01/2024</b> |
|-------|-------------------|-------|-------------------|-------------------|
| Rate  | Fringe            | Total | Total             | Total             |
| 57.03 | 39.35             | 96.38 | 99.35             | 102.32            |

**CLASSIFICATIONS:**

Line Equipment Foreman

TERRITORY  
ENTIRE STATE

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

**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:**

**12/04/2022**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 67.52 | 55.11  | 122.63 |

**CLASSIFICATIONS:**

General Foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 60.14 | 50.62  | 110.76 |

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 56.97 | 48.72  | 105.69 |

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.75 | 46.18  | 98.93 |

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.75 | 46.18  | 98.93 |

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.75 | 46.18  | 98.93 |

**CLASSIFICATIONS:**

J Journeyman Lineman

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.75 | 46.18  | 98.93 |

**CLASSIFICATIONS:**

J Journeyman Welder

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 52.75 | 46.18  | 98.93 |

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 42.20 | 39.80  | 82.00 |

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 36.93 | 36.60  | 73.53 |

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 34.29 | 35.02  | 69.31 |

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 31.65 | 33.42  | 65.07 |

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 29.01 | 31.83  | 60.84 |

**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:

**12/04/2022**

| Rate  | Fringe | Total |
|-------|--------|-------|
| 23.21 | 28.31  | 51.52 |

**CLASSIFICATIONS:**

Flagman

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 :**

\*\*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:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 75.46 | 35.73  | 111.19 |

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 75.01 | 35.73  | 110.74 |

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 74.26 | 35.73  | 109.99 |

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 78.01 | 35.73  | 113.74 |

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 73.43 | 35.73  | 109.16 |

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 72.91 | 35.73  | 108.64 |

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 72.68 | 35.73  | 108.41 |

**CLASSIFICATIONS:**

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

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

| Rate  | Fringe | Total  |
|-------|--------|--------|
| 72.08 | 35.73  | 107.81 |

**CLASSIFICATIONS:**

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



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

### Code of Ethics for Vendors

(viewable online at <http://www.state.nj.us/transportation/business/procurement/ethics.shtml> &  
<http://njdotintranet.dot.state.nj.us/policy/ethics/pdf/vendcode.pdf>)

The New Jersey Department of Transportation (NJDOT) considers the maintenance of public trust and confidence essential to its proper functioning. Vendors must be notified of their responsibilities concerning their relationship with Special State Officers or employees and State officers or employees. Executive Order 189 (Kean 1988). Accordingly, NJDOT has adopted this Code of Ethics for Vendors.

“Vendor” means any general contractor, subcontractor, consultant, supplier, lessor, person, firm, corporation, association or organization providing goods and/or services or seeking to do business with the NJDOT. Vendors who supply goods or services, or are seeking to provide goods and services, to NJDOT, must adhere to the standards set forth in this Code of Ethics to avoid conflicts of interest.

This Code of Ethics, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 (Kean 1988), the Conflict of Interest Law, and the Uniform Ethics Code and has been established pursuant to the authority of N.J.S.A. 27:1A, et seq. The Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., and Uniform Ethics Code which, while not strictly applicable to contractors, prohibit certain actions by State officers or employees and Special State officers or employees when interacting with vendors.

This Code of Ethics is included in each Request for Proposal (RFP) promulgated by the NJDOT and incorporated by reference in every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with NJDOT and posted on the NJDOT’s website.

1. No vendor shall employ any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).
2. No vendor shall sell or provide any interest in the business of the vendor to any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).

3. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT 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 NJDOT officer or employee. N.J.A.C. 16:44-11.1(b)(5); Executive Order 189 (Kean 1988).

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT 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. N.J.A.C. 16:44-11.1(b)(6); Executive Order 189 (Kean 1988).

5. No vendor shall offer any NJDOT officer or employee, his/her spouse, immediate family member, partner or associate any gift, favor, service or other thing of value related in any way to the State official's public duties. N.J.S.A. 52:13D-24; N.J.A.C. 16:44-11.1(b)(1); Uniform Ethics Code, Section III, page 6; Executive Order 189 (Kean 1988). This includes, but is not limited to, meals, discounts on goods and services, tickets to events, and clothing.

There exist certain narrow exceptions to the State of New Jersey's zero tolerance policy on the acceptance of gifts. A NJDOT officer or employee may accept the following items of minimal or nominal value.

a. Snacks of minimal monetary value, such as coffee or donuts, provided during the course of a meeting, conference or other occasion where the officer or employee is properly in attendance.

b. Unsolicited small items of nominal value such as pens, pencils, or other trivial logo items that are offered to the general public.

c. A trophy, plaque or certificate.

6. Vendors who violate this code may be subject to debarment procedures set forth at N.J.A.C. 16:44-11.1 et seq.

This Code of Ethics shall supplement, not replace, Executive Order 189 (Kean 1988), N.J.S.A. 52:13D-12, et seq., N.J.A.C. 19:61-1.1, et seq.; and Uniform Ethics Code (February 2011).

Please also see the New Jersey Department of the Treasury's "Business Ethics Guide" ([http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)) which provides a guide to ethical conduct for persons and/or entities doing business with the State. To the extent that there is any conflict between the NJDOT Code of Ethics for Vendors and Treasury's Business Ethics Guide, the latter shall govern.

Any questions regarding what is or is not acceptable or what constitutes proper conduct for a NJDOT officer or employee should be referred to the NJDOT's Ethics Liaison Officer at 1035 Parkway Ave. Trenton, NJ 08625, (609) 963-1958 or [DOT.Ethicsforms@dot.nj.gov](mailto:DOT.Ethicsforms@dot.nj.gov).

Amalia McShane  
Amalia McShane, Inspector General

Diane Gutierrez-Scacetti  
Diane Gutierrez-Scacetti, Commissioner

**Addendum #1**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 1 of 5**

**• The following changes are made to the Special Provisions:**

**Page 44 of 60**

**SECTION 161.03.01 Final Cleanup**

THE FOLLOWING IS REVISED:

Restore Dewatering Site by removing geotextile drainage layer and impervious membrane liner.  
Restore 26th Avenue site with topsoil and seed. Restore all other areas to pre-existing condition.

**Page 48 of 60**

**SECTION 202.03.23 Dredge Template**

THE FOLLOWING IS REVISED:

**Project Depth** - Payment will be made for the material actually removed to the template lines and widths to a required depth and material within an over depth tolerance (measured vertically) of one-half (1/2) foot below the required dredging template for the dredging of channel.

**• The following are responses to questions received from plan holders:**

**Questions Asked By:** Mobile Dredging & Video Pipe Inc.

**Question No. 1:**

Provide Specification on Section 161.03.01 final Cleanup which states "Restore Dewatering Site by removing geotextile drainage layer, and impervious membrane liner, with the coarse aggregate and underlying protective geotextile to remain. Restore all other areas to pre-existing condition." Is this the intent for all dewatering areas including the Municipal Parking Lot Laydown Area on sheet 57 of 59?

**Response to Question No. 1:**

*Section 161.03.01 is revised as follows:*

*Restore Dewatering Site by removing geotextile drainage layer and impervious membrane liner.  
Restore 26<sup>th</sup> Avenue site with topsoil and seed. Restore all other areas to pre-existing condition.*

**Addendum #1**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 2 of 5**

**Question No. 2:**

Section 202.03.25 states "Recognizing that many combinations of equipment and dewatering approaches may be possible to complete the work, the information provided on the Contract Drawings shall be considered as a minimum requirement." Are alternate dewatering methods permitted?

**Response to Question No. 2:**

*As per Section 104.02.02 of the 2019 Standard Specifications for Road and Bridge Construction, the Department will consider Value Engineering proposals only after Award of the Contract.*

**Question No. 3:**

Section 202.03.12 Method of Dredging states "Dredging may be performed with either a cutter-suction dredge or a mechanical dredge." Is mechanical dredging specifically referenced in the permits?

**Response to Question No. 3:**

*Mechanical dredging is not specifically referenced in the permits.*

**Question No. 4:**

Are there any work hour restrictions for dewatering operations and/or transportation and disposal operations at any of the proposed dewatering sites?

**Response to Question No. 4:**

*There are no work hour restrictions for dewatering operations. Transportation is not included in the contract.*

**Addendum #1**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 3 of 5**

**Questions Asked By:** J.F. Brennan Co., Inc.

**Question No. 5:**

Over-depth Tolerance:

Pg. 48 of 23703spec.PDF, 202.03.23 Dredge Template – Project Depth, states: "Over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the dredging of channels as shown on the plans."

Pg. 55 of 2370spec.PDF, 202.03.27 Dredge Template – Project Depth, states: "Over depth tolerance (measured vertically) of a half (1/2) foot below the required dredging template for the dredging of channels as shown on the plans."

Pg. 58 of 2370spec.PDF, 203.04 Measurement and Payment, states: "Volumes of material placed outside of a vertical tolerance of plus 0.5 feet (measured vertically) of the lines and grades shown on the plans will not be considered for payment."

What is the specified over depth tolerance and how much over depth will be included in pay volumes?

**Response to Question No. 5:**

*Section 202.03.23 is revised as follows:*

*Payment will be made for the material actually removed to the template lines and widths to a required depth and material within an over depth tolerance (measured vertically) of one-half (1/2) foot below the required dredging template for the dredging of channel.*

**Question No. 6:**

Work Windows:

Pg. 17 of 23703spec.PDF, d) Obstruction of Channel, states the obstruction restrictions for the channel, but no fish window restrictions were stated. Do any fish windows or other windows or schedule restrictions apply to these channels? If so, please provide all windows and dredging schedule restrictions that apply to this project.

**Response to Question No. 6:**

*Timing restrictions will be included in the pending permits and will be provided prior to bid opening.*

**Addendum #1**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 4 of 5**

**Question No. 7:**

Dredge Permit:

Is there a dredging permit in place for this project? If so, can you please provide the permit?

**Response to Question No. 7:**

*Permits are pending and will be provided prior to bid opening.*

**Question No. 8:**

Water Discharge:

Please provide any discharge requirements (such as flow and/or water quality) for the geotextile tube filtrate produced during dewatering.

**Response to Question No. 8:**

*Discharge requirements will be included in the pending permits and will be provided prior to bid opening.*

**Question No. 9:**

Water Monitoring:

Please provide any monitoring requirements for water discharge from the geotextile tube dewatering process.

**Response to Question No. 9:**

*Monitoring requirements will be included in the pending permits and will be provided prior to bid opening.*

**Addendum #1**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 5 of 5**

**Question No. 10:**

Discharge Permit:

Is there a water discharge permit in place for this project? If so, can you please provide the permit? If there is no permit but an application has been submitted, can you please provide the application?

**Response to Question No. 10:**

*Discharge requirements will be included in the pending permits and will be provided prior to bid opening.*

**Question No. 11:**

Dewatering Area Excavation:

May the surface of the geotextile tube laydown areas be disturbed, or will fill need to be brought in for grading?

**Response to Question No. 11:**

*The 26<sup>th</sup> Avenue site will require clearing and may be graded with onsite materials. The ground surface of DPW and Municipal Parking Lot sites should not be disturbed and will be clean of debris, equipment and nonpermanent structures by the City prior to work.*

**Question No. 12:**

Dewatering Pads:

Will the geotextile tube laydown areas be clean of all debris, vehicles and structures prior to the performance of the work?

**Response to Question No. 12:**

*Refer to question 11.*

**Addendum #2**  
**DP No: 23703**  
**Bid Date: 08/17/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 1 of 1**

- **The following CHANGES are made to the Proposal:**

**The date for the receipt of the Bids is CHANGED to August 24, 2023.**

**This Proposal change is available from NJDOT Bid Express website as Amendment No. 1.**

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 1 of 6**

The word “**DRAFT**” has been removed from the heading of Addendum #1.

**• The following CHANGES are made to the Proposal:**

| <u>ITEM NO.</u> | <u>REMARKS</u> | <u>ITEM DESCRIPTION</u>         | <u>QUANTITY</u> | <u>UNIT</u> |
|-----------------|----------------|---------------------------------|-----------------|-------------|
| 0024 (MMD056M)  | ITEM DELETED   | TOPSOILING, 6" THICK            | 16,000.00       | SY          |
| 0025 (806018P)  | ITEM DELETED   | FERTILIZING AND SEEDING, TYPE F | 16,000.00       | SY          |
| 0026 (809003M)  | ITEM DELETED   | STRAW MULCHING                  | 16,000.00       | SY          |

**These proposal changes are available from the NJDOT Bid Express website as Amendment No. 2.**

**• The following changes are made to the Special Provisions:**

**Page 44 of 60**

SECTION 161.03.01

THE FOLLOWING IS REVISED:

Dewatering site restoration to be performed by others.

**• The following changes are made to the Plans:**

**Sheet 2**

Bid Items 24 (MMD056M – Topsoiling 6” Thick), 25 (806018P – Fertilizing and Seeding, Type F), and 26 (Straw Mulching) are deleted.

**Sheet 56**

Bid Items 24 (MMD056M – Topsoiling 6” Thick), 25 (806018P – Fertilizing and Seeding, Type F), and 26 (Straw Mulching) are deleted. All other bid items to be constructed are to remain and will be removed by others.

**Sheet 57**

All bid items to be constructed are to remain and will be removed by others.

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 2 of 6**

**Sheet 58**

All bid items to be constructed are to remain and will be removed by others.

These changes will be reflected in the as-built plans.

- **The following are responses to questions received from plan holders:**

**Questions Asked By:** H & L Contracting, LLC

**Question No. 13:**

Disposal:

Who is responsible for trucking off the dredge spoils after they have dewatered?

**Response to Question No. 13:**

*Refer to answer to Question 4 of Addendum #1.*

**Question No. 14:**

Disposal:

If the Contractor is responsible to truck off dredge spoils will NJDOT introduce a pay item for this?

**Response to Question No. 14:**

*Refer to the answers to Questions 4 and 13 of Addendum #1.*

**Question No. 15:**

Disposal:

In Addendum 1 it is stated we have to restore the laydown areas back to there original status. If it is not the contractor's responsibility to truck the spoils offsite, when does NJDOT expect this to be completed?

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 3 of 6**

**Response to Question No. 15:**

*Site restoration has been removed from this contract. The dewatering facilities shall remain in place and the site will be restored under a separate contract. Bidders shall assume that any materials remaining on site will become the property and responsibility of the NJDOT.*

**Questions Asked By:** Mobile Dredging & Video Pipe, Inc

**Question No. 16:**

Section 202.03.25 Dredged Material Dewatering Site Preparation:  
Will canoes and benches be removed from the Municipal Parking Lot Laydown Area, and who will be responsible for moving and storing these items?

**Response to Question No. 16:**

*Refer to the answer to Question 11 of Addendum #1.*

**Question No. 17:**

Section 202.03.12 Method of Dredging:  
Can the contractor unload scows at the Municipal parking lot dewatering site located at 510 New York Ave?

**Response to Question No. 17:**

*There has been no evaluation of the integrity of this facility for the purposes of unloading scows. If this activity is proposed as part of a value engineering proposal, an evaluation of the activity will need to be performed by the contractor. Approval for any activities not currently in the plans and specifications at this site will need to be given by the City of North Wildwood.*

**Question No. 18:**

Bid Item 0010 159006M:  
Please provide specifications for bid item 159006M DRUM.

**Response to Question No. 18:**

*Refer to NJDOT Standard Construction Detail CD-159-1.1.*

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 4 of 6**

**Questions Asked By:** Sevenson Environmental Services, Inc.

**Question No. 19:**

Bid Extension:

We are asking for a two week extension for this RFP from 8/17 to 8/31. Thank you.

**Response to Question No. 19:**

*The bid date has been extended until August 24, 2022.*

**Questions Asked By:** H&L Contracting, LLC.

**Question No. 20:**

Survey:

The plans sheet 8/59 depicts water depths around station 2+88 of Beach Creek 1 channel to be +/- 0.0 in the center of the channel. The shading does not corroborate these depths, and the associated cross-sections do not cover this particular area with shoaling. Can you please verify that there is indeed a shoal that is at +/- elevation 0.0 MLW in the center of the channel at this location?

**Response to Question No. 20:**

*As per Sheet 1, the limits of dredging for Beach Creek 1 Channel are Sta 21+00 to Sta 75+94.*

**Questions Asked By:** J.F. Brennan Co., Inc.

**Question No. 21:**

Substantial Completion:

108.10 CONTRACT TIME

- A. Complete all work required for Substantial Completion on or before April 1, 2024.
- B. Achieve Completion on or before July 1, 2024

Please provide more detail on what is considered substantial completion. Is this for all in-water work only or does it also include having all the dewatered material off the dewatering pads and site restoration?

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 5 of 6**

**Response to Question No. 21:**

*As per Section 108.18, Substantial Completion pertains to acceptance of the AD survey.*

**Question No. 22:**

26th Avenue Geotube Laydown Area:

Drawing No. DRG-56

The drawing for 26th Avenue Geotube Laydown Area has 2 locations that say "Trees Not to be disturbed". Please consider allowing these areas to be used to expand the dewatering site. Disturbed areas could be replanted with new trees at the end of the project.

**Response to Question No. 22:**

*The locations designated as "Trees Not to be disturbed" may not be disturbed.*

**Question No. 23:**

Loadout and Disposal:

Addendum #1, question #4, it is stated that transportation is not included in the contract. Should we assume load-out and disposal of the dredge material is also removed from this contract?

**Response to Question No. 23:**

*Transportation, including loading and disposal, is not included in the contract.*

**Question No. 24:**

Loadout & Disposal:

If loading and disposal (not trucking) is included in this contract, can you please provide details for the trucking? ie: truck size, number of trucks/day, volume per day, working hours for trucks and timeline?

**Response to Question No. 24:**

*Refer to the answer to Question 23.*

**Addendum #3**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 6 of 6**

**Question No. 25:**

Loadout & Trucking:

We estimate that each of the Geotube Laydown area will need to go through multiple rounds of dewatering and loadout during the project. Has this been considered for trucking operations and the overall project schedule?

**Response to Question No. 25:**

*Refer to the answer to Question 23. Should loadout be required, this work will be performed by others.*

**Question No. 26:**

Geotube Laydown Areas:

Based on the tube layout included in the drawings, our own internal evaluation and the site boundaries of the Geotube laydown areas, there is not enough available space to fit all the dredge quantities in the designated areas. Is the expectation to perform interim loadout to add additional space for geotextile tubes? Or can the Geotube Laydown area(s) be expanded?

**Response to Question No. 26:**

*Please refer to the answer to Question 25.*

**Question No. 27:**

Geotube Laydown Areas:

It appears that the geotextile tube header manifold, polymer system or auxiliary equipment was not included in the drawings. Can the geotextile tube header manifold, polymer equipment and other auxiliary equipment be staged and placed outside the Geotube laydown boundaries?

**Response to Question No. 27:**

*Adequate space has been provided at the Geotube laydown areas for the geotextile tube header manifold, polymer system or auxiliary equipment. The geotextile tube header manifold must be within the limits of the containment area defined by the construction barrier curb. Although the polymer system or auxiliary equipment may be located outside the containment area, they must be within the limits of fencing of the Geotube laydown areas.*

**Addendum #4**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 1 of 1**

- **The following changes are made to the Special Provisions:**

**Page 2 of 60**

PROJECT SPECIFIC ATTACHMENTS 4 AND 5 ARE ADDED:

4. United States Army Corps of Engineers Regulatory Branch. NAP-2023-00241-95 (Draft).
5. State of New Jersey - Department of Environmental Protection - Division of Land Resource Protection. Waterfront Development Individual Permit. 0500-23-0001.1 LUP230001.

**Page 15 of 60**

**105.08 ENVIRONMENTAL PROTECTION**

SUBPART 2. Permits and Authorizations

ITEMS 1 AND 2 ARE CHANGED TO THE FOLLOWING:

1. Department of the Army Permit. DRAFT.
2. State of New Jersey - Department of Environmental Protection – Division of Land Resource Protection. Waterfront Development Individual Permit.

- **The following project specific attachments are posted for download on Bidx:**

| <b>ATTACHMENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------------|---|
| ATTACHMENT NO. 4      | United States Army Corps of Engineers<br>Regulatory Branch<br>NAP-2023-00241-95 (Draft) |

| <b>ATTACHMENT NO.</b> | <b>DESCRIPTION</b>  |
|-----------------------|---|
| ATTACHMENT NO. 5      | State of New Jersey<br>Department of Environmental Protection<br>Division of Land Resource Protection<br>Waterfront Development Individual Permit<br>0500-23-0001.1 LUP230001 |

**Addendum #5**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 1 of 3**

- The following are responses to questions received from plan holders:

**Questions Asked By:** Mobile Dredging & Video Pipe, Inc.

**Question No. 28:**

Temporary chain-link fencing:

Should the contractor remove the temporary chain-link fencing when substantial completion has been achieved or by July 1, 2024?

**Response to Question No. 28:**

*Refer to Addendum #3, changes made to the Plans, Sheets 56, 57, and 58.*

**Question No. 29:**

Dewatering:

Following substantial completion, will stormwater management at each dewatering site be performed by others?

**Response to Question No. 29:**

*The dredging contractor is responsible for maintenance of each dewatering site through final Completion, unless final trucking has commenced at the dewatering site.*

**Questions Asked By:** H & L Contracting, LLC

**Question No. 30:**

Dredge Type:

The DEP permit only talks about Hydraulic dredging. Can this job still be done mechanically?

**Response to Question No. 30:**

*Please see responses to Questions 2 and 3. The permits do not contain provisions for mechanical dredging. The bids will be evaluated equally, and assume hydraulic dredging will be used. Value engineering proposals will be considered only after award of contract as per the standard specifications. Mechanical dredging will require permit modifications, and cannot be guaranteed.*

**Addendum #5**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 2 of 3**

**Questions Asked By:** J.F. Brennan Co., Inc.

**Question No. 31:**

Municipal Parking Lot:

DRG No DRG-57 has 3 light poles in the middle of the laydown area. Are these poles to be removed prior to the liner being installed and then replaced under a different contract? It is important that these poles be removed because the drawings shows the geotextile tubes placed over the light pole locations.

**Response to Question No. 31:**

*The light poles may not be removed.*

**Question No. 32:**

Dredge Volume:

Is there a penalty if all dredge material is not dredged due to lack of space on the laydown pads? Or, is it expected that all material needs to be dredged even if that requires an interim loadout of material?

**Response to Question No. 32:**

*Interim loadout may be required based on contractor's workplan and schedule.*

**Question No. 33:**

Geotube Laydown Area:

Who will determine when that laydown area is "full" and no more material can be dewatered at that laydown site and a loadout will be required before continuing?

**Response to Question No. 33:**

*Refer to the answer to question 32.*

**Question No. 34:**

Transportation and Loadout:

Please provide a schedule for an interim loadout of a laydown area? Tons per day and/or total duration of the loadout operations? This is required for our production scheduling to meet the substantial completion date.

**Addendum #5**  
**DP No: 23703**  
**Bid Date: 08/24/2023**

Maintenance Dredging and Channel Improvements for  
Wildwood Channel Complex, Phase 1  
Contract No. 198202302, DP 23703, CE 2207621  
City of North Wildwood, City of Wildwood, Boro of West Wildwood and Middle Township  
Cape May County, New Jersey

**Page No. 3 of 3**

**Response to Question No. 34:**

*Refer to the answer to question 32. For estimating purposes, assume loadout at 600 cubic yards per day.*

**Question No. 35:**

Geotube Laydown Liner:

Who is responsible for replacing the liners after an interim loadout assuming the first liner is not salvageable and damaged during interim loadout operations?

**Response to Question No. 35:**

*The contractor is responsible for providing a complete dewatering cell prior to filling.*

**Questions Asked By:** H & L Contracting, LLC

**Question No. 36:**

Shoal:

Regarding question #20 that was answered in Addendum #3, which pertained to the apparent shoal at station 2+88 of Beach Creek 1 Channel; the question was whether or not that shoal exists, not whether it is part of the area to be dredged. The existence of this shoal may have impacts to the contractors' equipment accessibility. Please verify if the shoal exists as depicted.

**Response to Question No. 36:**

*Beach Creek 1 is very wide at the location which usually provides adequate room for transit past any partial shoaling that may be present. However, this inlet is highly dynamic, NJDOT makes no representations regarding navigability for any specific vessel now, or in the future. Safe navigation and transportation of equipment to the site is the responsibility of the contractor.*

**Question No. 37:**

Concrete Barrier:

Regarding question #15, it was answered that dewatering facilities will remain. Will the contractor have to leave the concrete barrier curbs behind, or can they be reclaimed once the material has been sufficiently dewatered?

**Response to Question No. 37:**

*Refer to Addendum #3, changes made to the Plans, Sheets 56, 57, and 58.*