

**TRANSPORTATION ALTERNATIVES PROGRAM DESIGN ASSISTANCE PROGRAM**

**PENNSAUKEN-MERCHANTVILLE  
MULTI-USE TRAIL**

**TOWNSHIP OF PENNSAUKEN  
CAMDEN COUNTY, NEW JERSEY**

**BID DOCUMENTS AND TECHNICAL SPECIFICATIONS**

FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

*Prepared for:*

Township of Pennsauken  
Department of Engineering  
5605 N. Crescent Blvd.  
Pennsauken, NJ 08110

*Prepared by:*

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**August, 2022**

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Advertisement:

August 8, 2022

**PENNSAUKEN TOWNSHIP  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Township of Pennsauken on September 8, 2022 until 11:00 AM ET, prevailing time at the Pennsauken Township Offices, located at 5605 N. Crescent Blvd., Pennsauken, NJ 08110 at which time and place bids will be publicly opened and immediately read for:

**PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NEW JERSEY**

Work to be performed includes, but is not limited to: clearing of vacant railroad, construction of a multi-use trail, installation of concrete curb and sidewalk, lighting and electrical equipment, and traffic striping and signage.

Specifications, instructions to bidders, plans and bid forms may be obtained at the Pennsauken Township Offices, located at 5605 N. Crescent Blvd. Pennsauken, NJ 08110, on or after August 8, 2022, between the hours of 9:00 AM to 4:00 PM, Monday through Friday, except legal holidays. A NONREFUNDABLE fee of \$20.00 in the form of a check payable to the Township of Pennsauken will be required for each set of contract documents. Bids will be made on the bid form provided, in the manner designated therein and required in the specifications, enclosed in an opaque sealed envelope and plainly marked on the outside with the date, time and item being bid.

All prospective bidders must have a valid NJDOT Prequalification Approval for the construction discipline for this project.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond for not less than 10 percent (10%) of the total amount bid, but not in excess of \$20,000, made payable to the Township of Pennsauken. Successful bidder will be required to furnish a bond of a surety company, satisfactory to the Owner, in a sum equal to 100% of the total contract price.

All bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.S.A. 10:531 et seq.) (Affirmative Action), N.J.S.A. 34:11-56.27 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.). All bidders are further notified that they must comply with N.J.S.A. 52:25-24.2 and submit a Disclosure Statement listing stockholders with the bid. In addition, all bidders must comply with N.J.S.A. 34:11-

TRANSPORTATION ALTERNATIVES PROGRAM  
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NOTICE TO BIDDERS

56.48 et seq. – Public Works Contractor Registration Act and the contractor and all subcontractors must be registered in accordance with the Act.

The Owner reserves the right to reject any and all bids in accordance with Local Public Contracts Law and will determine the lowest responsible and responsive bidder in compliance with N.J.S.A. 40A:11-24. Furthermore, the Owner may request written clarification of any aspect of the bid where, in the Owner's opinion, ambiguities exist.

No bidder may withdraw its bid for a period of sixty (60) days after the actual date of the opening of the bids. Pursuant to N.J.S.A. 40A:11-23.3, if within five (5) days after Bids are opened, any Bidder files a duly signed, written notice with Owner that demonstrates, to the reasonable satisfaction of Owner, that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. Owner will determine the lowest responsible bid within the 60-day time frame set forth at N.J.S.A. 40A:11-24, subject to any agreed upon extension.

By the Order of

Jessica Rafeh, Mayor  
Township of Pennsauken

## INSTRUCTIONS TO BIDDERS

### 1.01 DEFINED TERMS

- A. Unless otherwise defined herein, terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and Supplementary Conditions.

### 1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents may be obtained in the number and for the deposit sum, as stated in the Notice to Bidders.
- B. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer nor their agents assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents. Bidder must raise any questions pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-13 and as provided herein.
- C. Owner and Engineer, in making copies of Bidding Documents made available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 1.03 QUALIFICATIONS OF BIDDERS

- A. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract or as otherwise required by the jurisdiction, shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.
- B. As detailed in Sect. 1.23, bidders and their Subcontractors must possess a New Jersey business registration certificate prior to the time a contract is awarded or authorized. Owner strongly recommends Contractor acquire New Jersey Business Registration and submit same with bid.
- C. All bid submissions, which includes prime plus subcontractors, are required to demonstrate:
  - 1. Successful completion of at least 1 project having a similar scope and value within the last 5 years.
  - 2. Ownership, control, and availability of the types and quantity of equipment required to complete this project. See Attachment O, Equipment Certification.
  - 3. All corporations and firms submitting bids (including listed sub-contractors and suppliers) shall not have any open violations or citations from regulatory agencies, including but not limited to environmental, safety, or transitional violations, or such violations or citations from regulatory agencies within the past 2 years. This includes all violations based on the proposing firm's work, negligence, action or inaction, whether or not the proposing firm is the named party or said violate(s). Each bid proposal shall also be accompanied by a notarized disclosure of regulatory agency violations within the last 10 years, executed by a duly authorized representative of the bidder. Forms for this

purpose are provided as Attachment T to these Instructions. The decision as to whether to disqualify a bidder based on pending or prior regulatory agency violations or citations shall be with the sole discretion of the Owner.

4. All corporations and firms submitting bids (including listed sub-contractors and suppliers) shall also provide a list of all claims related to construction projects currently being pursued, or any claims rescheduled within the last 5 years, by said firm through either mediation, arbitration, or litigation, the amount of the claim, who the claim is against, and a brief statement of the nature of the claim. The Owner shall review such claims and reserves the right to: (a) make further inquiry of the bidder regarding such claim or claims; and (b) consider said claim(s) as part of its decision to award. In the event the Owner has sufficient concern as to a particular claim or claims listed by a particular bidder, the Owner will so notify said bidder prior to award.

5. All prospective bidders are required to be prequalified with the New Jersey Department of Transportation for this project. Notice of classification shall be submitted with your bid. Please refer to subsection 102.01 of the NJDOT Standard Specifications as well as the Supplementary Conditions. The work to be completed by the prospective bidder must exceed 50% of the value of the contract and the bidders must have submitted the corresponding proper NJDOT notice of classification for the prequalification of any work items to be performed by the bidder.

D. Failure to exactly comply with all experience requirements shall not automatically disqualify a potential bidder but may give the Owner reason to reject the bid if qualifications are not substantially compliant and adequate to demonstrate that bidder can perform the Contract. It shall be bidder's burden and obligation to establish such substantial compliance. The determination that the experience requirements are met, is in the Owner's sole discretion.

#### 1.04 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA & SITE

##### A. Permit Conditions

1. All work at the site is to be completed in compliance with any applicable NJDEP permit issued for the development of the site, the associated permit conditions, and formal clarifications to the permit conditions, as provided by NJDEP (collectively the "Permits") and which Permits are attached hereto and incorporated herein as an attachment to the Special Provisions. The Bid provided by the Contractor must be based on the conditions allowed in the Permit(s) as written.
2. Permits issued for the development of the site may provide restrictions for certain construction activities during certain time periods ("Environmental Windows"). The selected Contractor is free to approach the applicable agencies and propose approaches or technologies that will allow work within the Environmental Windows, however, the Contractor bears all responsibility for attaining these approvals. Regardless, the Bid provided by the Contractor must be based on the conditions allowed in the Permit(s) as written.

B. Physical and Subsurface Conditions:

1. Digital copies of reports, drawings, and other information referenced in the Contract Documents are provided by Owner to Bidders with the Bidding Documents as PDF files on a DVD. Those reports and drawings are not part of the Contract Documents and Owner's provision of these reports and drawings to bidders is done so on a merely gratuitous basis. Those reports, drawings, other information, and technical data contained therein, are provided for informational purposes and are not entitled to be relied upon by Bidders, as is set forth more fully in Paragraphs 4.02 and 4.03 of the General Conditions and Supplementary Conditions. Bidder is wholly responsible for any interpretations or conclusions Bidder draws from any technical data or any other data, interpretations, or information contained in such reports or shown or indicated in such drawings. Bidder is expected to undertake due diligence with regard to the investigation of physical and subsurface conditions, which is Bidder's sole responsibility. Owner does not warrant or guarantee the accuracy of said data and information provided by the Owner.

C. Underground Facilities:

1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. As per Paragraph 4.04 of the General Conditions and Supplementary Conditions Bidder, is expected to undertake its own independent due diligence with regard to the investigation of physical and subsurface conditions which conditions shall be Bidder's sole responsibility. Owner does not warrant or guarantee the accuracy of said data and information provided by the Owner.

D. Hazardous Environmental Condition:

1. The Supplementary Conditions identify those reports and drawings, if any are available, relating to previous environmental investigations and remedial actions undertaken or underway at the Site.
2. Remedial Investigation and Remedial Action Reports identified will be made available by Owner to any Bidder for review upon request. Those reports and drawings are not part of the Contract Documents and are provided for informational purposes only, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Reports must be reviewed in the Owner's Offices and copies are not to be removed from the Site.

- E. Provisions concerning responsibility and non-responsibility for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 through 4.04 of the General Conditions and Supplementary Conditions. Bidder is expected to undertake due diligence with regard to physical

and subsurface conditions, which conditions shall be Bidder's sole responsibility, and Owner does not warrant or guarantee the accuracy of said data and information. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to Environmental Conditions at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

- F. On reasonable request, Owner will provide each Bidder access to the Site to conduct such examinations and investigations Bidder deems necessary for submission of a Bid. Bidder shall comply with all applicable Laws and Regulations relative to investigatory activities. Bidders are required to return the site to previous condition upon completion of examination and/or investigation.
- G. Reference is made to the General Requirements for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such other work.
- H. It is responsibility of each Bidder before submitting a Bid to:
  - 1. Examine and carefully study the Bidding Documents, other related data Identified in the Bidding Documents, and any Addenda.
  - 2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. To schedule site visit contact the Owner first.
  - 3. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Carefully study all reports and drawings of Physical and Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
  - 5. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - 6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - 7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.



8. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  9. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
  10. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.
- I. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

#### 1.05 PREBID CONFERENCE

- A. A pre-bid meeting will not be held. Bidders may schedule a site visit by contacting the Owner.

#### 1.06 SITE AND OTHER AREAS

- A. The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### 1.07 INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Engineer. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders shall examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders shall be promptly reported to the Owner in writing. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Owner and Engineer in writing by e-mail. Questions should be addressed to the contact listed in the Special Provisions; Interpretations, clarifications, and any supplemental instructions considered necessary by Engineer in response to such questions will be issued in the form of written Addenda e-mailed or

faxed to all parties recorded by the office issuing documents as having received the Bidding Documents. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Pursuant to N.J.S.A. 40A:11-23 all Addenda shall be issued seven (7) business days prior to the opening of the bid and may cause the bid date to be postponed. Bidder shall acknowledge all bid Addenda with their bid submission. Failure to acknowledge Addenda is a material non waivable defect pursuant to N.J.S.A. 40A:11-23.2(e).

- D. A question or challenge received with less than seven (7) business days before the bid due date will be given consideration by the Owner in accordance with the statute. If the question or challenge does not impact the construction documents or scope of work, or is otherwise deemed unwarranted, the party issuing the question or challenge will be notified, but no Addenda will be provided. In the event that the question or challenge results in the need to provide clarification or results in changes to the contract documents, an Addenda will be issued and the bid date revised to provide at least seven (7) business days for response as required by the statute.
- E. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- F. When issuing addenda, the Owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.

#### 1.08 BID SECURITY

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

Failure to submit a bid guarantee is a non waivable material defect and shall result in rejection of the bid pursuant to N.J.S.A. 40A:11-23-2(a).

#### 1.09 CONSENT OF SURETY

- A. Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating that it will provide said Bidder with a Payment Bond and a Performance Bond in the full amount of the bid. The Surety Company must have a Best's rating of

B+ or better, and a Best's Financial Size Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Key Rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.

- B. On multi-year contracts, the Performance Bond may be resubmitted each year on the contract anniversary date for the amount remaining on the contract.
- C. Submission of a Payment Bond and a Performance Bond is a condition precedent to a contract award. After receipt of such a performance bond and other submissions required by the Bid Specifications, the bid will be accepted and a signed contract will be forwarded to the Successful Bidder.
- D. The Owner will not be responsible for any expenditure of monies or other expenses incurred by the Bidder, unless the Bidder has received a signed contract.
- E. This Consent of Surety certificate shall be obtained in order to confirm that the Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form is a non waivable material defect and shall result in rejection of the bid pursuant to N.J.S.A. 40A:11-23.2(b).

#### 1.10 PERFORMANCE BOND

- A. Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.
- B. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

#### 1.11 LABOR AND MATERIAL (PAYMENT) BOND

- A. Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.
- B. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

#### 1.12 MAINTENANCE BOND

- A. Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount of 10% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

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

#### 1.13 CONTRACT TIMES

- A. The number of days within which the Work is to be substantially completed and ready for final payment is set forth in the Supplementary Conditions.

#### 1.14 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Supplementary Conditions.

#### 1.15 SUBSTITUTE AND “OR-EQUAL” ITEMS

- A. The Contract, if awarded, will be on the basis of materials, equipment, and process specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items.
- B. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Brand names are to be treated as the brand name “or equal” as required by the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Bidder’s literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. The Owner is soliciting this bid response with the express understanding that it is familiar with the brand names identified. Equipment variations that cannot meet this critical criteria will be rejected as non-compliant to the specific needs of operation of the Owner.
- D. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Owner reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets or does not meet its requirements.

#### 1.16 EMPLOYMENT REQUIREMENTS

- A. Nondiscrimination in Employment: Bidder’s attention is directed to the provisions of N.J.S.A. 10:2-1 and N.J.S.A. 10:5-33, on nondiscrimination clauses, and as set forth in Paragraph 6.09.D of the Supplementary Conditions.

#### 1.17 WAGE RATES

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INSTRUCTIONS TO BIDDERS

- A. The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates are to be in accordance with the New Jersey Prevailing Wage Act. Refer to Paragraph 6.09.D of the Supplementary Conditions for more information.

1.18 MANDATORY AFFIRMATIVE ACTION CERTIFICATION

- A. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. Information summarizing the full, required regulatory text is included as an attachment to the Supplementary Conditions.
- B. Contractor shall submit to the Owner, after notification of award but prior to execution of contract, documents demonstrating compliance with the affirmative action provisions. Documentation and reporting requirements are provided with the Supplementary Conditions.

1.19 FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- A. The Vendor or Contractor guarantees that all materials, supplies and equipment as listed on any bid, request for proposal, quotation, contract or purchase order, furnished or delivered to the Owner meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended from time to time and enforced as of the date hereof.

1.20 SAFETY STANDARDS

- A. The Bidder should be aware, if awarded the contract that they will be responsible for any and all suppliers, subcontractors, sub tiers of subcontractors, as well as themselves, and that they are required to comply with all applicable local, state and federal safety, health and environmental regulations, including provisions for protecting the Owner's employees and the public from construction hazards.

1.21 AMERICANS WITH DISABILITIES ACT OF 1990

- A. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Attachment D to the Supplementary Conditions and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Owner harmless.

1.22 STOCKHOLDER DISCLOSURE

- A. N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 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. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations,

limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document is a non waivable material defect and shall result in rejection of the bid pursuant to N.J.S.A. 40A:11-23.2(c).

#### 1.23 PROOF OF BUSINESS REGISTRATION

A. N.J.S.A. 52:32-44 requires that each Bidder (Contractor) submit proof of business registration prior to contract award. Owner strongly recommends Contractor acquire New Jersey Business Registration and submit same with bid. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

1. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
2. Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

B. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### 1.24 PREVAILING WAGE ACT

A. Bidder is notified that, pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record to the Owner with each Application for Payment for the period ending the preceding month of payment of wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth by the New Jersey Department of Labor and Workforce Development. It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at <http://lwd.state.nj.us/>.

- B. Verification of an approved Apprenticeship/Training Program shall be included with the bid. See Attachment K of this specification.

#### 1.25 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

- A. N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the Successful Contractor shall submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the Project. It is the General Contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.
- B. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25, et seq. It applies to contractors based in New Jersey or in another state.
- C. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute N.J.S.A. 34:11-56.26(5). The term means:
  - 1. Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
  - 2. "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds.
  - 3. "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.
- D. To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html).
- E. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### 1.26 NON-COLLUSION AFFIDAVIT

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

#### 1.27 DISCLOSURE OF CONTRIBUTIONS AFFIDAVIT

- A. All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC)

pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

- B. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
- C. The Affidavit shall be properly executed and submitted with the bid proposal.

#### 1.28 PREPARATION OF BID

- A. With each copy of the Bidding Documents, a Bidder will be furnished one copy of the Bid Form. No substitution of the Bid Form will be allowed.
- B. All blanks on the Bid Form shall be completed by typing or printing with black ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.
- C. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- F. A Bid by an individual shall show the Bidder's name and official address.
- G. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- H. All names shall be typed or printed in ink below the signatures.
- I. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.
- J. The address and telephone number for communications regarding the Bid shall be shown.
- K. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractors' license number and class, if any, shall also be shown on the Bid Form.

#### 1.29 BASIS OF BID; COMPARISON OF BIDS

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A. Lump Sum:

1. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

B. The Lump Sum Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

C. Unit Price:

1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

2. The total of all Bid unit prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4. Units of measure shown on Bid Form shall have the meanings as described in Section 01 29 00, Payment Procedures.

1.30 SALES AND USE TAXES

A. The Owner is exempt from any local, state or federal sales, use or excise tax. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

1.31 DISCLOSURE OF ACTIVITIES IN IRAN

A. Pursuant to Public Law 2012, c. 25, and N.J.S.A. 40A:11-2.1, all vendors must complete and submit the attached form certifying as to activities related to investments with Iran.

1.32 SUBMISSION OF BID

A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these Specifications.

B. Sealed bids will be received by the designated representative at the time, date and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid shall be submitted in a sealed envelope: (1) addressed to the Owner, (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

- D. One original, clearly labeled, and three copies of the bid shall be provided in the sealed envelope. In the event of discrepancies between copies, the original document will be binding.
- E. It is the Bidder's responsibility that bids are presented to the Owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in section 28.C, above, must also appear on the outside of the express mail envelope. As permitted by law, bids received after the designated time and date will be returned unopened.
- F. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of 60 calendar days, unless bid is withdrawn in compliance with these Instructions to Bidders.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:
1. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  2. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  3. Bids by sole-proprietorship shall be signed by the proprietor.
  4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
1. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Bidders. It is a serious crime for the Bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  2. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  3. N.J.S.A. 2C:27-11 provides that a Bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  4. Bidder should consult the statutes or legal counsel for further information.

- I. A copy of the Bid Form is to be completed and submitted with the following additional Bid Documents. Required Forms are included as attachments to this section, following “End of Section”.
1. Construction Contract Bidders Checklist
  2. Bid Security/Guarantee
  3. Consent of Surety
  4. Stockholder Disclosure Certification
  5. Proof of New Jersey Business Registration is required prior to contract award. Owner strongly recommends Contractor acquire New Jersey Business Registration and submit same with bid
  6. Non-Collusion Affidavit
  7. Public Works Contractor Registration
  8. Certification of Debarment Status
  9. Disclosure of Contributions Affidavit
  10. Prevailing Wage Requirement Acknowledgment
  11. Construction Bid Subcontractor List
  12. ONE-Call Requirement Acknowledgment
  13. Equipment Certification
  14. Receipt of Addenda
  15. Experience Summary with References
  16. Disclosure of Activities in Iran Certification
  17. Disclosure of Regulatory Agency Violations
  18. Listing of Claims
- J. A Bid shall be submitted no later than the date and time prescribed, and at the place, and in the manner set forth in the Notice to Bidders. Enclose Bid in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope marked on the outside with the notation “BID ENCLOSED.”

### 1.33 MODIFICATION AND WITHDRAWAL OF BID

- A. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- B. Pursuant to N.J.S.A. 40A:11-23.3, if within five (5) days after Bids are opened, any Bidder files a duly signed, written notice with Owner that demonstrates, to the reasonable satisfaction of Owner, that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

### 1.34 OPENING OF BIDS

- A. Bids will be opened publicly at the time and place indicated in the Notice to Bidders.

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Thereafter, the Owner and its professionals will review the bids to determine the lowest responsive bidder. Public review of bids is not permitted until this evaluation is complete.

1.35 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for the period of time stated in N.J.S.A. 40A:11-24, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

1.36 EVALUATION OF BIDS AND AWARD OF CONTRACT

- A. Pursuant to N.J.S.A. 34:11-56.38, Owner will not award any portion of the Work to be performed to Bidder or Subcontractor listed on the New Jersey Department of Labor and Workforce Development list of contractors who have failed to pay prevailing wages.
- B. Contract will be awarded to the lowest responsible and responsive Bidder.
- C. The bid price considered for contract award will be the sum of the Base Bid and any selected Add Alternates.
- D. The Base Bid is the total price for all Identified and Contingent Work.
- E. Owner reserves the right to reject any and all bids in accordance with the Local Public Contracts Law.
- F. Owner reserves the right to accept or reject any and all Add Alternates.
- G. Owner will determine the lowest responsible and responsive bidder within the 60 day time frame set forth at N.J.S.A. 40A:11-24, subject to agreed upon extension.
- H. During evaluation of Bids, Owner will determine which, if any, Add Alternate Bid Items are to be utilized.
- I. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- J. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- K. In evaluating Bidders, Owner may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted either with the Bid, or otherwise prior to issuance of the Notice of Award.

- L. Owner may conduct such investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and individuals, or entities to perform the Work in accordance with the Contract Documents.
- M. Bids may be rejected for any of the following reasons:
  - 1. The bid is unjustifiably unbalanced;
  - 2. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
  - 3. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

#### 1.37 CONTRACT SECURITY AND INSURANCE

- A. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds.

#### 1.38 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award to Successful Bidder, it shall be accompanied by required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

#### 1.39 RETAINAGE

- A. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

**END OF SECTION**

**CONSTRUCTION CONTRACT  
BIDDERS CHECKLIST\***

**\* This checklist must be completed, signed, and submitted with your bid package. Failure to submit the following documents with your bid is mandatory cause for the bid to be rejected.**

One original and three copies of the complete bid submission shall be provided.

Required by Owner (if checked)	Submission Requirement	Initial each required entry and, if required, submit the item
	Bid Security/Guarantee	
<b>X</b>	Consent of Surety	
<b>X</b>	Stockholder Disclosure Certification	
<b>X</b>	Proof of NJ Business Registration is required prior to contract award. Owner strongly recommends Contractor acquire New Jersey Business Registration and submit same with bid (including all listed subcontractors).	
<b>X</b>	Non-Collusion Affidavit	
<b>X</b>	Public Works Contractor Registration (including all listed subcontractors)	
<b>X</b>	Certification of Debarment Status	
<b>X</b>	Disclosure of Contributions Affidavit	
<b>X</b>	Prevailing Wage Requirement Acknowledgement	
<b>X</b>	Construction Bid Subcontractor List	
<b>X</b>	ONE-Call Requirement Acknowledgement	
<b>X</b>	Equipment Certification and List of Owned Equipment (or plan to secure	
<b>X</b>	Receipt of Addenda	
<b>X</b>	Experience Summary	
<b>X</b>	Disclosure of Activities in Iran Certification	
<b>X</b>	Disclosure of Regulatory Agency Violations	
<b>X</b>	Listing of Claims	
<b>X</b>	NJDOT Notice of Classification	
<b>X</b>	Bid Form	

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS**

Name of Bidder: \_\_\_\_\_  
(Person, Firm or Corporation)

By: \_\_\_\_\_  
(Title)

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**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**BID**

Bid Due Date:

Project (Brief Description Including Location):

**BOND**

Bond Number:

Date (Not later than Bid due date):

Penal sum \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ATTACHMENT B – BID BOND



**CONSENT OF SURETY**

N.J.S.A. 40A: 11-22 provides, in pertinent part, that, where a contracting unit requires a performance bond, the contracting unit must require from all Bidders a certificate from a surety company stating that said surety company will provide the Contractor with a Performance Bond.

If a Performance Bond will be required from the Successful Bidder on this Project, then, consequently, all Bidders shall submit with their proposal, a certificate in substantially the following form:

TO: Township of Pennsauken  
5605 N. Crescent Blvd. Pennsauken, NJ 08110

RE: \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
\_\_\_\_\_  
(project description)

This is to certify that \_\_\_\_\_  
(name of surety company)

will provide to \_\_\_\_\_, a performance bond in  
(Contractor)

the event that said \_\_\_\_\_ is awarded a contract for  
(Contractor)

the above named project.

\_\_\_\_\_  
(Authorized Agent of Surety Company)

NOTE: Certificate of Surety must be signed by an authorized agent or representative of the surety company and not by the individual or company submitting the proposal.

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**STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation       Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires \_\_\_\_\_.

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## **Registering A Business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted prior to contract award.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- > Register online at <http://www.state.nj.us/treasury/revenue/>. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- > Download the paper form and instructions at <http://www.state.nj.us/treasury/revenue/revprnt.shtml>.
- > Call the Division at 609-292-1730 to have a form mailed to you.
- > Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of

Incorporation or Formation. For more information on this subject, call 609-292-9292 or visit <http://www.state.nj.us/treasury/revenue/filecerts.shtml>.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at [http://www.state.nj.us/treasury/revenue/pdfforms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdfforms/reg_a.pdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-1730 or submit by e-mail at <https://www.state.nj.us/treasury/revenue/revgencode.shtml>.

### **How do I receive the proof of registration certificate?**

- > New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.

- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30 am to 4:00 pm, weekdays, excluding holidays.

**What information does the proof of registration contain?** The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

**Information concerning subcontractors:** The law requires subcontractors at all levels (tiers) to provide proof of registration to their (sub)contractors until they reach the direct contractor. The contractor has the obligation to obtain these certificates and file them with contracting agency prior to contract award.



TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )  
:ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_,  
of full age, being duly sworn according to law, on my oath depose and say that I am

\_\_\_\_\_  
(Title)  
of the firm of \_\_\_\_\_  
the Bidder, making the Bid for the following project: \_\_\_\_\_

that I executed the said Bid, with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).  
(name of Contractor)

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

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

[SEAL]

Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_.

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

## **NOTE: TO ALL CONTRACTORS**

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.)

A law known as the “Public Works Contractor Registration Act” (N.J.S.A. 34:1156.48 et seq.), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of N.J.S.A. 34:11-56.26, unless that contractor/subcontractor registers with the New Jersey Department of Labor and Workforce Development. The Act provides that, upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act’s requirements. The registration fee has been set at \$300.00 per year. Upon effective date of the Act, public bodies are required to request production of such certification from those bidding on or engaged in public works projects.

It is important to note that the term “contractor” is defined in the Act as “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof, who enters into a contract which is subject to the provision of the ‘New Jersey Prevailing Wage Act,’ N.J.S.A. 34:11-56.25, et seq. and includes any subcontractor or lower tier subcontractor as defined herein.”

Registration forms, copies of the Act, and other relevant information are available from:

New Jersey Department of Labor and Workforce Development  
Division of Wage & Hour Compliance  
Contractor Registration Unit  
P.O. Box 389  
Trenton, NJ 08625-0389  
Telephone: (609) 292-9464

Or on the Internet at

[http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lsse/lsse-2.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lsse/lsse-2.pdf)

As such, any Bidder for this project shall submit with their Bid or prior to any award, a copy of their certificate of registration for them and any subcontractors listed, issued by the New Jersey Department of Labor and Workforce Development, Contractor Registration Unit form that they submitted to the Department prior to the Bid opening date. A copy of the application is not a substitute for the copy of the certificate. Failure to submit this information shall be cause for Bid rejection.

The Bidder is responsible for obtaining and submitting copies of the certificates from all subcontractors for this project.

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIER COVERED TRANSACTIONS**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(your title) (name of organization)

\_\_\_\_\_  
(address of your organization)

**CHOOSE ONE OF THE FOLLOWING**

- ( ) A. I hereby certify, on behalf of \_\_\_\_\_  
(name of organization)  
that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- ( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print/type name & title)

\_\_\_\_\_  
(date)

## **INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this certification, the contracting firm is providing certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the Owner if, at any time, it learns that its certification is erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” and “voluntarily excluded,” as used in this clause, have the meanings set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The contracting firm agrees, by submitting this certification, that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees, by submitting this certification, that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all subcontracts to this agreement as authorized by the Owner.



**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION  
LAW ENFORCEMENT COMMISSION AFFIDAVIT IN  
ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF \_\_\_\_\_ )  
 :ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ , of full age, being duly sworn according to  
(Name)

law, on my oath depose and say that I am

\_\_\_\_\_ )  
(Title, Position, etc.)

of the firm of \_\_\_\_\_ )

the Bidder, making the Bid for the following project: \_\_\_\_\_ )

that I executed the said Proposal with full authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Contractor and as may be permitted by law.

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

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_.

[SEAL]

**CONSTRUCTION/EXCAVATION CONTRACTS ONLY**  
**UNDERGROUND FACILITY PROTECTION ACT**

N.J.S.A. 48:2-73

ONE-Call is an underground facilities damage prevention system that operates under the direction of the Board of Public Utilities. ONE-CALL maintains membership and service territory data on each operator of an underground facility. Excavators must contact the system prior to excavations and, in turn, ONE-CALL will notify the operators of the planned excavation. Operators must then locate and mark out all of their facilities.

THE ATTENTION OF THE BIDDER IS DIRECTED TO THE FACT THAT THE CONTRACTOR IS RESPONSIBLE TO ASCERTAIN THE LOCATION OF ANY EXISTING UTILITY PRIOR TO ANY EXCAVATION WORK.

PRIOR TO STARTING ANY EXCAVATION WORK, THE CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATION SERVICE BY CALLING 1-800-272-1000 OR 1-908-232-9570.

The provisions of any other law, rule, regulation or ordinance to the contrary notwithstanding, any permit or permission for a road opening, building, blasting, demolition, or excavation granted by a public entity to an excavator that will result in excavation or demolition activity shall not be effective until the excavator has notified the One Call Damage Prevention System pursuant to Section 10 of the Act. This proof may be provided by supplying the public entity with the confirmation number assigned to the notice of intent pursuant to Subsection b of Section 4 of the Act.

An excavator shall notify the One-Call Damage Prevention System, established pursuant to Section 4 of this Act, of its intent to engage in excavation or demolition not less than 3 business days and not more than 10 business days prior to the beginning of the excavation or demolition.

A COPY OF PROOF OF CONTACTING ONE-CALL WILL BE REQUIRED WITH ANY PROJECT THAT REQUIRES ANY EXCAVATION AND/OR DEMOLITION WORK. THIS PROOF SHALL CONSIST OF A VERIFIED COPY OF THE ONE-CALL CONFIRMATION NUMBER ISSUED FOR THE PROJECT. THIS CONFIRMATION SHALL BE GIVEN TO SWC ADMINISTRATOR AS PART OF AUTHORIZATION FOR FUTURE PAYMENTS FOR THE ASSOCIATED PROJECT.

**ACKNOWLEDGED**

I have read and understand these requirements.

Signed: \_\_\_\_\_  
Contractor's Signature

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

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

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns and/or controls, and has available, all the necessary equipment required to accomplish the work described in the specifications per the contract schedule.

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

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

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

Additionally, provide a list of all such equipment.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

**EXPERIENCE SUMMARY**

**\* Attach supplemental project data sheets as needed to demonstrate that bidder possess the required experience.**

**All bid submissions are required to demonstrate:**

1. Completion of at least 1 project of a similar scope and value within the last 5 years.

Project #1

Project Name	
Date Completed	
Owner	
Contact Name, Title	
Phone Number	
E-mail Address	
Contract Value	
Project Description:	

The undersigned Bidder hereby certifies that the experience requirements have been met:

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, and N.J.S.A. 40A:11-2.1, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, and N.J.S.A. 40A:11-2.1, that the person or entity listed above for which I am authorized to submit a proposal:**

( ) is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

( ) is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Owner under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

---

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposed Contact Name: _____	Contact Phone Number: _____

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**DISCLOSURE OF REGULATORY AGENCY VIOLATIONS**

All firms submitting bids (including their own, their sub-contractors listed, and suppliers) shall not have any open violations or citations from regulatory agencies, including but not limited to environmental, safety, or transitional violations, or such violations or citations from regulatory agencies within the past 2 years. This includes all violations based on the proposing firm's work, negligence, action or inaction, whether or not the proposing firm is the named party or said violate(s). Please list below all regulatory agency violations within the last 10 years. The decision as to whether to disqualify a bidder based on pending or prior regulatory agency violations or citations shall be with the sole discretion of the Owner.

**Name of Agency Issuing Citation/Violation:** \_\_\_\_\_

**Nature and Date of Violation:** \_\_\_\_\_

\_\_\_\_\_

**Name of Agency Issuing Citation/Violation:** \_\_\_\_\_

**Nature and Date of Violation:** \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires \_\_\_\_\_



**LISTING OF CLAIMS**

All corporations and firms submitting bids shall also provide a list of all claims related to construction projects currently being pursued, or any claims rescheduled within the last 5 years, by said firm through either mediation, arbitration, or litigation, the amount of the claim, who the claim is against, and a brief statement of the nature of the claim.

**\* Attach supplemental pages as needed to detail the required information.** The

undersigned Bidder hereby certifies as follows:

All requested claim information is provided with this bid submission.

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

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

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

NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Bid Form.

**BID FORM  
(STIPULATED PRICE BASIS)**

To: Municipal Clerk

Address: Township of Pennsauken, 5605 N. Crescent Blvd. Pennsauken, NJ 08110

Contract No.: Federal Project No. TAP-D00S(374) State Project No. 5827317

1. **BIDDER'S DECLARATION AND UNDERSTANDING**

1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

1.2. In submitting this Bid, Bidder acknowledges and accepts CONTRACTOR's representations as more fully set forth in the Agreement Form.

1.3. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of New Jersey as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

2. **CONTRACT EXECUTION AND BONDS**

2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

2.2. Bidder accepts the terms and conditions of the Bidding Documents.

3. **SUBCONTRACTORS**

1.1. Bidder agrees to submit a listing of subcontracting firms or businesses that will be awarded subcontracts for portions of Work.

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

BID FORM

4. SALES AND USE TAXES

4.1. The owner is exempt from any local, state or federal sales, use or excise tax. In submitting a proposal, the vendor certifies that the total base proposal does not include any exempted taxes.

5. BASE BID

5.1. This project will be funded by a combination of Local, State and Federal Funding. Funding sources for the various project elements are identified in the bid form. Bidder agrees that line item values are representative of the work associated with the given line item. These values will be used to evaluate bids, and to review progress payment requests. Costs for any items not specifically listed shall be considered incidental to the line items provided.

5.2. Lump Sum Work: Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents based upon the undersigned's own estimate of quantities and costs and including all required taxes, and overhead and profit.

5.2.1. Bidder shall complete the Project Bid Form included at the end of this section, providing a breakdown of various components of the lump sum cost.

5.3. Unit Price Work:

5.3.1. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

5.3.2. Bidder acknowledges that unit prices have been computed in accordance with paragraph 11.03.B of General Conditions.

5.3.3. Bidder further acknowledges that quantities are not guaranteed and final payment will be based on actual quantities, determined as provided in Bidding Documents.

5.3.4. It is recognized that some unknown conditions or Owner preferences may be encountered which will result in work not indicated in the contract documents. Items that may be encountered are also included on the Unit Price Schedule. Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. All Contingent Work is only to be performed as directed in writing by Owner.

6. SURETY

6.1. If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

\_\_\_\_\_ whose address is  
\_\_\_\_\_  
Street City State Zip

7. BIDDER

An Individual

By \_\_\_\_\_  
(Individual's name and signature)

A Partnership

By \_\_\_\_\_  
(Partnership name)

\_\_\_\_\_  
(Name and signature of general partner)

\_\_\_\_\_  
(Title)

A Corporation

By \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_  
(Name and signature of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

A Joint Venture

By \_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Name and signature of person authorized to sign)

By \_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Name and signature of person authorized to sign)

(Each joint venturer must sign. The manner of signing each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Name, Phone Number, and Address for receipt of official communications and for additional information on this Bid:

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

SUBMITTED ON \_\_\_\_\_, 20\_\_

**END OF SECTION**

**PENNSAUKEN-MERCHATVILLE  
MULTI-USE TRAIL  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ**

<b>Seq. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Contract Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	PERFORMANCE BOND AND PAYMENT BOND	DOLL	DOLL	\$	\$
2	RAILROAD PROTECTIVE LIABILITY INSURANCE	DOLL	DOLL	\$	\$
3	POLLUTION LIABILITY INSURANCE	DOLL	DOLL	\$	\$
4	BAR CHART PROGRESS SCHEDULE AND UPDATES	LS	LUMP SUM	\$	\$
5	MOBILIZATION	LS	LUMP SUM	\$	\$
6	CONSTRUCTION LAYOUT	DOLL	DOLL	\$	\$
7	SILT FENCE	LF	1,794	\$	\$
8	HEAVY DUTY SILT FENCE, ORANGE	LF	600	\$	\$
9	INLET FILTER TYPE 2, 2' X 4'	U	3	\$	\$
10	CONSTRUCTION DRIVEWAY	T	28	\$	\$
11	CONCRETE WASHOUT SYSTEM	LS	LUMP SUM	\$	\$
12	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	U	2	\$	\$
12	BASIN SAND LAYER	CY	48	\$	\$
14	DRUM	U	20	\$	\$
15	TRAFFIC CONE	U	40	\$	\$
16	CONSTRUCTION SIGNS	SF	200	\$	\$
17	TRAFFIC DIRECTOR, FLAGGER	HOURL	80	\$77.37	\$6,189.60
18	FUEL PRICE ADJUSTMENT	DOLL	DOLL	\$2,000	\$2,000
19	FINAL CLEANUP	LS	LUMP SUM	\$	\$
20	CLEARING SITE	LS	LUMP SUM	\$	\$
21	STRIPPING	ACRE	1	\$	\$
22	EXCAVATION, TEST PIT	CY	8	\$	\$

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

BID FORM

23	EXCAVATION, UNCLASSIFIED	CY	737	\$	\$
24	EXCAVATION, REGULATED MATERIAL	CY	240	\$	\$
25	REMOVAL OF PAVEMENT	SY	10	\$	\$
26	DISPOSAL OF REGULATED MATERIAL	T	520	\$	\$
27	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	1,791	\$	\$
28	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	T	217	\$	\$
29	RIPRAP STONE SLOPE PROTECTION, 12" THICK (D50=6")	SY	41	\$	\$
30	RIPRAP STONE CHANNEL PROTECTION, 12" THICK (D50=6")	SY	13	\$	\$
31	CHAIN-LINK FENCE, ALUMINUM COATED STEEL, 6' HIGH	LF	511	\$	\$
32	VINYL POST AND RAIL FENCE	LF	281	\$	\$
33	CONCRETE SIDEWALK, 4" THICK	SY	126	\$	\$
34	DETECTABLE WARNING SURFACE	SY	8	\$	\$
35	9" X 16" CONCRETE VERTICAL CURB	LF	130	\$	\$
36	TRAFFIC STRIPES, 4"	LF	1,710	\$	\$
37	TRAFFIC MARKING LINES, 8"	LF	200	\$	\$
38	TRAFFIC MARKING LINES, 24"	LF	156	\$	\$
39	REMOVAL OF TRAFFIC STRIPES	LF	200	\$	\$
40	BOLLARD	U	2	\$	\$
41	TRAFFIC MARKING SYMBOLS	SF	300	\$	\$
42	REGULATORY AND WARNING SIGN	SF	22	\$	\$
43	PEDESTRIAN CROSSING SIGN WITH WARNING BEACON	LS	LUMP SUM	\$	\$
44	TRASH RECEPTACLE, DECORATIVE, TYPE A	U	4	\$	\$
45	TRASH RECEPTACLE, DECORATIVE, TYPE B	U	4	\$	\$
46	BENCH	U	6	\$	\$
47	3" RIGID METALLIC CONDUIT	LF	200	\$	\$
48	3" RIGID NONMETALLIC CONDUIT	LF	1,260	\$	\$

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

BID FORM

49	18" X 36" JUNCTION BOX	U	2	\$	\$
50	FOUNDATION, TYPE SPF	U	2	\$	\$
51	METER CABINET, TYPE TL	U	1	\$	\$
52	GROUND WIRE, NO. 8 AWG	LF	1,550	\$	\$
53	MULTIPLE LIGHTING WIRE, NO. 2 AWG	LF	2,730	\$	\$
54	SERVICE WIRE, NO. 6 AWG	LF	90	\$	\$
55	FOUNDATION DECORATIVE LIGHT STANDARD	U	22	\$	\$
56	LIGHTING STANDARD DECORATIVE	U	22	\$	\$
57	LIGHTING MAST ARM DECORATIVE	U	22	\$	\$
58	LUMINAIRE DECORATIVE	U	22	\$	\$
59	TREE REMOVAL, OVER 12" TO 18" DIAMETER	U	4	\$	\$
60	TREE REMOVAL, OVER 18" TO 24" DIAMETER	U	1	\$	\$
61	TOPSOIL SPREADING, 4" THICK	SY	3,650	\$	\$
62	FERTILIZING AND SEEDING, TYPE D	SY	3,650	\$	\$
63	STRAW MULCHING	SY	3,650	\$	\$
64	LARGE DECIDUOUS TREE, 2 ½" CALIPER, B&B	U	16	\$	\$
65	SMALL DECIDUOUS TREE, 5-6' HIGH, B&B	U	8	\$	\$
66	DECIDUOUS SHRUB, 3-4' HIGH, B&B	U	20	\$	\$
67	EVERGREEN SHRUB, 30-36" HIGH, B&B	U	15	\$	\$
68	PET WASTE RECEPTACLE	U	5	\$	\$
<b>TOTAL BID:</b>					\$
<b>TOTAL OF EXTENDED ITEM AMOUNTS FOR WORK LISTED ABOVE</b>					\$

TRANSPORTATION ALTERNATIVES PROGRAM  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NJ  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

BID FORM



## SUPPLEMENTARY CONDITIONS

### 1.01 SPECIFICATIONS TO BE USED

- A. Supplementary Specifications as included herein.
- B. The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract. All provisions that are not so amended or supplemented remain in full force and effect.
- C. General provisions, general conditions, and supplementary specification as included herein are to be used. In the event discrepancies between the Standard Specifications and general conditions and/or general provisions are identified, the general conditions included herein will control.

### 1.02 REFERENCE DOCUMENTS

- A. The following Reports, Drawings, Tests, and Technical Data are available in the office of the Owner for review by appointment:
  - 1. Soil Erosion and Sediment Control Report, prepared by McCormick Taylor, Inc.

### 1.03 PERMIT CONDITIONS

- A. Owner has obtained the County Soil Conservation Permit and will obtain and pay for required modifications to the Sediment and Erosion Control Permit, as applicable.

### 1.04 SERVICES, MATERIALS, AND EQUIPMENT

- A. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- B. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight, restocking and any other charges related to the return of defective and/or inferior goods.

### 1.05 LAWS AND REGULATIONS

- A. The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.
- B. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, 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 canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

C. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

1. Wage Rates:

a. Contractor and its Subcontractors shall conform to NJSA 34:11-56.27 through 34:11-56.32 concerning labor rates.

b. In event it is found that any worker, employed by Contractor or any Subcontractor covered by Agreement, has been paid a rate of wages less than prevailing wage required to be paid by Agreement, Owner may terminate Contractor's or Subcontractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages and to prosecute the Work to completion. Contractor and its sureties shall be liable to Owner for any excess costs.

2. Nondiscrimination in Employment: During performance of this Contract, Contractor agrees as follows:

a. 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, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that 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;

c. Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, approved by the GCIA, advising the labor union or workers' representative of Contractor's commitments under this act and shall post copies of notice in conspicuous places available to employees and applicants for employment.

d. Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

f. Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

1) If Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, Contractor or Subcontractor shall, within 3 business days of Contract award, seek assurances from union that it will cooperate with Contractor or Subcontractor as it fulfills its affirmative action obligations under this Contract and in accordance with the rules promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least 5 business days prior to the commencement of construction work, Contractor or Subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether 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, Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with hiring or scheduling procedures prescribed below; and Contractor or Subcontractor further agrees to take said action immediately if it determines or is notified by the Division that union is not referring minority and women workers consistent with equal employment opportunity goals set forth in this chapter.

2) 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 above, or if Contractor does not have a referral agreement or arrangement with a union for a construction trade, Contractor or Subcontractor agrees to take the following actions:

a) To notify Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to NJAC 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

b) To notify minority and women workers who have been listed with it as awaiting available vacancies;

c) Prior to commencement of Work, to request local construction trade union refer minority and women workers to fill job openings

provided Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;

d) To leave standing requests for additional referral to minority and women workers with local construction trade union, provided 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;

e) 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 equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

f) To adhere to the following procedure when minority and women workers apply or are referred to Contractor or Subcontractor:

i. If said individuals have never previously received document or certification signifying a level of qualification lower than that required in order to perform the Work of the construction trade, Contractor or Subcontractor shall in good faith determine qualifications of such individuals. However, Contractor or Subcontractor shall determine that individual at least possesses the requisite skills, and experience recognized by union, apprentice program, or a referral agency, provided referral agency is acceptable to the Division. If necessary, 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 below.

ii. Name of interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described above, whenever vacancies occur. At request of the Division,

Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

iii. If, for any reason, Contractor or Subcontractor determines that a minority individual or a women is not qualified or if individual qualifies as an advanced trainee or apprentice, Contractor or Subcontractor shall inform individual in writing of the reasons for the determination, maintain a copy of determination in its files, and send a copy to Public Agency Compliance Officer and to the Division.

g. To keep a complete and accurate record of requests made for the referral of workers in any trade covered by Contract and on forms made available by the Division and submitted promptly to the Division upon request.

h. Contractor or Subcontractor agrees that nothing contained in preceding provisions shall preclude 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 union for referral, or to 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 county employment goal, Contractor or Subcontractor shall consider for employment persons referred pursuant to above without regard to such agreement or arrangement; provided further, however, that Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in 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 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, Contractor or Subcontractor agrees that, in implementing the procedures of above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

i. After notification of award, but prior to signing a construction Contract, Contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by Contractor in accordance with NJAC 17:27-7. Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of Contract to the Division and to the Public Agency Compliance Officer.

j. 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.

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

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

1. Goods and Services (including professional services) Contracts:

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

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

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting  
Department of the Treasury  
State of New Jersey  
P.O. Box 209  
Trenton, NJ 08625-0209  
609-292-5473  
E-mail: <https://www.state.nj.us/treas/contractcomp/ccmail.shtml>

2. Maintenance/Construction Contracts:

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

The Contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

The Public Agency Compliance Officer to whom all forms and inquiries should be addressed is listed in Subsection 101.04 of the Special Provisions.

E. Federal Occupational Safety and Health Act Of 1970:

The Vendor or Contractor guarantees that all materials, supplies and equipment as listed on any bid, request for proposal, quotation, contract or purchase order, furnished or delivered to the Owner meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970-, as amended from time to time and enforced as of the date hereof.

F. Safety Standards:

Contractor is responsible for any and all subcontractors, as well as themselves, that they are required to comply with all applicable local, state and federal safety, health and environmental regulations, including provisions for protecting the Owner's employees and the public from construction hazards.

The Owner retains the right to have owner's safety representatives inspect any construction project taking place on the owner's property or through the owner's auspices. The Owner reserves the right to stop work if an imminent hazard exists. The costs, if any, created by a work stoppage due to unsafe conditions, will be borne by the Contractor responsible for the unsafe condition.

The contractor is to designate a safety representative.

G. Americans With Disabilities Act Of 1990:

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

H. Stockholder Disclosure:

N.J.S.A. 52:25-24.2 and the recent amendment, P.L. 2016, Chapter 43, effective August 31, 2016, provides:

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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

#### I. Proof of Business Registration:

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration prior to contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- 2) Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

J. New Jersey Worker and Community Right To Know Act:

Contractor shall ensure chemical substances or mixtures are labeled in accordance with the N.J. Worker and Community Right to Know Act (N.J.S.A. 34:5A et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

K. Prevailing Wage Act:

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record to the Owner within 10 days of the payment of the wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at

<http://lwd.state.nj.us/>.

L. The Public Works Contractor Registration Act:

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

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

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

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

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

To register, a Contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form.

The form is available online at

[http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html).

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

#### M. Disclosure of Contributions Affidavit:

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to *N.J.S.A.* 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 1.06 SPECIAL PROVISIONS FOR STATE AID PROJECTS

- A. All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction, the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a nonapproved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.
- B. Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-2925400).

C. Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

D. Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

E. Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

F. Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made it is construed to mean the particular municipality or county executing this contract.

G. Whenever reference to Title 27 is made, it is construed to mean Title 40.

**SPECIAL PROVISIONS**  
**PENNSAUKEN-MERCHANTVILLE**  
**MULTI-USE TRAIL**  
**FEDERAL PROJECT NO. TAP-D00S(374)**  
**STATE PROJECT NO. 5827317**

**AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

**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 24 inclusive.

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at <https://beta.sam.gov/search?index=wd>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor and Workforce Development. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor and Workforce Development, pay the higher rate.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's 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 NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

Contractor's compliance is required with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States"). Each contractor or subcontractor is prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The NJDOT must report all suspected or reported violations to the federal agency providing the funding for the project.

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

1. Disadvantaged Business Enterprise Utilization. (Federal Aid Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)

PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL  
PENNSAUKEN TOWNSHIP, CAMDEN COUNTY  
FEDERAL PROJECT NO. TAP-D00S(374)  
STATE PROJECT NO. 5827317

4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)
5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)
6. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6)
7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)
8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts. (Federal Aid Project Attachment 8)
9. State Mandatory Addendum to FHWA 1273 Required Contract Provision, Federal Aid Construction Contracts as Amended or Supplemented. (Federal Aid Project Attachment 9)
10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)
11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)
12. Monthly Employment Utilization CC-257R Electronic Reporting Information. (Federal Aid Project Attachment 12)

The following additional project specific Attachments are located at the end of these Special Provisions:

1. The following additional project specific Attachments are located at the end of these Special Provisions: Report titled "Archaeological Monitoring Protocol" prepared by Richard Grubb Associates dated June 2021.
2. New Jersey Transit License Agreement. License #L0439-0328-01

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 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 SENTENCE IS CHANGED TO:

Submit inquiries via email to the project's Responsible Charge.

Elwood Martz  
5605 N. Crescent Boulevard  
Pennsauken, NJ 08110  
Phone: (856) 665-1000  
Email: emartz@twp.pennsauken.nj.us

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

Elwood Martz  
5605 N. Crescent Boulevard  
Pennsauken, NJ 08110  
Phone: (856) 665-1000  
Email: emartz@twp.pennsauken.nj.us

### SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

#### 102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Elwood Martz  
5605 N. Crescent Boulevard  
Pennsauken, NJ 08110  
Phone: (856) 665-1000  
Email: emartz@twp.pennsauken.nj.us

#### 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.

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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. For wholly State Funded contracts, acknowledgement of compliance with N.J.S.A. 19:44A-20.13, *et seq.*
5. Proposal Bond form.
6. Other related documents as specified in the Contract.
7. 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.

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.

**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.

**SECTION 104 – SCOPE OF WORK**

**104.03 CHANGES TO THE CONTRACT**

**104.03.04 Contractual Notice**

THE FOLLOWING IS ADDED:

It is the responsibility of all parties to promptly provide written notice to the other party when circumstances are believed to constitute a change to the Contract.

**SECTION 105 – CONTROL OF WORK**

**105.05 WORKING DRAWINGS**

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

**PSE&G ELECTRIC**  
 300 New Albany Road  
 Moorestown, NJ 08057

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Bob Breland  
 Phone: (856) 271-3904

**PSE&G GAS**  
 4000 Hadley Road M/C 430  
 South Plainfield, NJ 07080  
 Charles Miracola  
 Phone: (908) 412-2215

**MERCHANTVILLE PENNSAUKEN WATER COMMISSION**  
 6751 Westfield Avenue  
 Pennsauken, NJ 08110  
 Richard Spafford  
 Phone: (856) 663-0043

**PENNSAUKEN SEWERAGE AUTHORITY**  
 232 Kings Avenue  
 Haddonfield, NJ 08033  
 Dennis Yoder  
 Phone: (914) 397-3744

**COMCAST**  
 1846 N.W. Boulevard  
 Vineland, NJ 08360  
 Tim Mills  
 Phone: (856) 694-6016

**105.07.02 Work Performed by Utilities**

Company Name & Address	Contact Person	Number of Day/s Advance Notice
PSE&G ELECTRIC 300 New Albany Road Moorestown, NJ 08057	Bob Breland Phone: (856) 271-3904	4 Weeks

Curb Ramp Construction			
Utility Company Name	Work Description	Work Duration (Day/s)	Restriction
PSE&G Electric	PSE&G to provide new service connection to proposed meter cabinet..	4 Days	
	Total	4 Days	

**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 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

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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.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

**106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

**106.03 FOREIGN MATERIALS AND EQUIPMENT**

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.

**SECTION 107 – LEGAL RELATIONS**

**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.

**SECTION 108 – PROSECUTION AND COMPLETION**

**108.10 CONTRACT TIME**

- A. Complete all work required for Substantial Completion on or before February 16, 2023.
- B. Achieve Completion on or before March 21, 2023.

**108.11.01 Extensions to Contract Time**

**B. Types of Delays.**

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

**b. Utilities.**

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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.

#### **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. 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 \$500.

For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion but has completed the work as specified for Full Traffic Access, the Department will assess liquidated damages in the amount of \$250.

- 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 \$250.

### **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:

##### **A. On Federally Funded Projects**

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, from the previous progress payment and will be paid the amount due from the current progress payment, for the subcontractor or supplier’s work that was paid by the Department.

THE TWELFTH PARAGRAPH IS CHANGED TO:

Regarding Federally Funded Projects, the Department will deduct and withhold 2 percent in retainage from the total Estimate amount, excluding amounts for subcontracted work, until Substantial Completion. Pursuant to 49 C.F.R. § 26.29(b)(1), the Contractor may not withhold retainage from a subcontractor on Federally Funded Projects.

# DIVISION 150 – CONTRACT REQUIREMENTS

## SECTION 152 – INSURANCE

### 152.03.01 RAILROAD PROTECTIVE LIABILITY INSURANCE

Procure and maintain insurance coverage for the following railroad(s):

It is estimated that 100 percent of the Project cost is located within or adjacent to the railroad ROW.

Comply with the all requirements of the attached New Jersey Transit License Agreement, License #L0439-0328-01. Additional permit, indemnity and insurance requirements are as stipulated in the License Agreement.

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

### 158.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section also includes the requirements of the Basin Sand Layer.

### 158.02 MATERIALS

THE FOLLOWING IS ADDED:

Sand Layer must consist of clean medium aggregate concrete sand in accordance with AASHTO M-6 / ASTM C-33. Ensure that the sand layer shall have a permeability rate between 6 and 20 inches/hour.

### 158.03.04 Basin Sand Layer

Install 6-inch Basin Sand Layer as indicated on the Typical Sections and Construction Plans.

During basin construction, precautions must be taken to prevent infiltration sand layer compaction by construction equipment and sediment contamination by runoff. Perform sand placement with equipment placed outside the basin bottom whenever possible. Use light earth moving equipment with oversized tires when the basin bottom must be entered.

### 158.04 MEASUREMENT AND PAYMENT

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

<i>Item</i>	<i>Pay Unit</i>
BASIN SAND LAYER	CUBIC YARD

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Sand Layer will be measured by the cubic yard using the average end area method according to section 109.10.

## 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

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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:

**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.

**159.03.08 Traffic Direction**

**B. Police.**

PART B IS CHANGED TO:

**B. Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor's responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

This enhancement includes:

1. Temporary closure of one or more lanes on interstates.
2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

**SECTION 160 – PRICE ADJUSTMENTS**

**160.03.01 Fuel Price Adjustment**

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

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

Where:

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- F = Fuel Price Adjustment
- MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month prior to the estimate cutoff date
- BF = Basic Fuel Price Index
- G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly 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.

## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.03.01 Clearing Site**

THE FOLLOWING IS ADDED:

Remove existing striping in conflict with proposed striping.

Clearing site shall also include the cost of removing, capping and/or relocating sprinkler systems, residential landscape lighting and other appurtenance within the limit of disturbance. The contractor shall inspect the site and determine impacts prior to bidding.

Removal or relocation of debris or abandoned stockpiles or stored materials to be included under Clearing Site.

In accordance with the NJ Transit License Agreement, NJ Transit is responsible for the removal of all railroad tracks.

Remove railroad ties and ballast and dispose of under Excavation, Regulated Material and Disposal of Regulated Material.

Excavation activities will be monitored for archaeological and cultural resources. Identification of archaeological resources may necessitate halting construction excavations at particular locations so that archaeological documentation can proceed if cultural features are found. Refer to the report titled “Archaeological Monitoring Protocol” prepared by Richard Grubb & Associates, dated June 2021.

#### **201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$30,000 until Completion.

### **SECTION 202 – EXCAVATION**

#### **202.03.01 Stripping**

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

## **DIVISION 400 – PAVEMENTS**

### **SECTION 401 – HOT MIX ASPHALT (HMA) COURSES**

#### **401.03.07 HMA Courses**

##### **A. Paving Plan.**

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

##### **E. Spreading and Grading.**

##### **D. Transportation and Delivery of HMA.**

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.



## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 605 – FENCE

#### 605.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section also describes requirements for constructing vinyl post and rail fence.

#### 605.03 CONSTRUCTION

THE FOLLOWING IS ADDED:

##### 605.03.05 Vinyl Post and Rail Fence

Posts, rails, pickets, post caps, and picket caps shall comply with ASTM D4216, Class 13334432.

- A. Posts: Vertical structure support members of the fence/gate system. [5" x 5" x 78"]
- B. Rails: Horizontal structural support members of the fence/gate system. [1-1/2" x 5-1/2" x 16']
- C. Pickets: Vertical members between the bottom and top rails.
- D. Aluminum Channel: Structural supports inside rails.
- E. Galvanized Steel Channel: Structural supports inside rails.

Provide a complete PVC fencing/gate system of the design, style and strength defined herein. Fencing and gate components are comprised of profiles made of extruded, rigid polyvinylchloride (PVC). This PVC material is specially formulated for outdoor use with superior color hold and impact resistant properties after extended outdoor exposure. The system shall include all posts, rails, pickets, caps, metal inserts, and accessory items necessary to complete the installation. Color shall be White.

Installation:

- A. Depending upon the style of fence being installed, set fence posts on 8' centers. Posts shall be placed 24" to 36" in the ground, depending upon the style of fence and local conditions and set in concrete.
- B. Gate posts and corner posts on all fences and some line posts on taller fences shall be reinforced with either aluminum post insert or cement and two No. 4 rebar members. Concrete should not contact rails to allow for expansion.
- C. Place assembled fence sections into position and slide rails into posts. The rails are secured into posts by tabs which are notched into the rails and catch on the inside wall of the post. Top rails may be further secured with a #8-3/4" screw through the rail, inside the post.
- D. Install gates using bolt-on hardware supplied by the manufacturer.

Product(s)/System(s) Testing: Provide PVC fencing system that complies with the following physical/chemical properties:

- a. ASTM D256 - Izod Impact greater than 5 ft lb/in (2.1 N•m/m) at 23 degrees C.
- b. ASTM D638 - Tensile Strength 6950 psi (43 MPa).
- c. ASTM D638 - Tensile Modulus 407,800 psi (2963 MPa).
- d. ASTM D648 - Deflection Temperature 67 degrees C.

Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, product carton instructions for installation, or design/detail drawings.

### SECTION 607 – CURB

THE FOLLOWING IS ADDED:

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**607.04 MEASUREMENT AND PAYMENT**

Materials required for Curb Repair Strip, including but not limited to Hot Mix Asphalt Surface Course, Hot Mix Asphalt Base Course, and Dense Graded Aggregate, Tack Coat, and Polymerized Joint Adhesive, shall be included in the cost of Concrete Vertical Curb. Separate payment will not be made for pavement restoration.

**SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS AND RUMBLE STRIPS**

**610.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This section also describes the requirements for construction and installation of bollards.

**610.02 MATERIALS**

**610.02.01 Materials**

THE FOLLOWING MATERIALS FOR BOLLARDS ARE ADDED:

Portland Cement Concrete .....	903.03
Non-Metallic, Non-Shrink Mortar or Grout.....	903.08
Reinforcement Steel.....	905.01
Steel Pipe .....	909.02.07
Steel Plate.....	906.01
Sand .....	901.06.02
PVC Pipe, Schedule 40 .....	909.02.03
Bolts and Bolting Material.....	908.01

Ensure Yellow Bollard Cover is Polyethylene Thermoplastic (LDPE) tubes having ultra-violet resistance and anti static properties, nominal thickness 0.250 inches. Ensure color is OSHA yellow covers for pipe diameters. Ensure Cover is smooth with round top.

**610.03 CONSTRUCTION**

THE FOLLOWING IS ADDED:

**610.03.09 Bollards**

Ensure excavation and backfill for the construction of the footings conform to Subpart 202.03.03. The excavation includes all materials and structures encountered.

Ensure Footings are cast-in-place and constructed in accordance with Section 504. Ensure Footings rest on firm ground and poured monolithically. Set pipe socket, weld rebar and set steel plate per contract plans. Do not remove Forms until the concrete has hardened properly and not less than 24 hours after the concrete has been placed.

Weld cap on top of bollard. Weld o-slip to base flange.

Install yellow bollard cover per manufacturer’s recommendations.

**203.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
BOLLARD	UNIT

The Department will not make separate payments for anchor bolts, Portland cement concrete, steel plate, paint or grout and all such costs are included in the pay item BOLLARDS.

## SECTION 612 – SIGNS

### 612.02 MATERIALS

THE FOLLOWING IS ADDED:

#### **Pedestrian Crossing Signs with Warning Beacon:**

Follow the accepted standards of ANSI, NEMA, UL, NEC, ITE, and ASTM for materials not specified in the Contract.

For fittings and mounting hardware not specified, follow the manufacturer's recommendations.

System to comply with current accepted standards and conform to IP67 rating. Submit a certificate of compliance, as specified in 106.07, for all materials, components, and assemblies.

Use SAE J595 certified amber LED modules for the beacons.

### 612.03 CONSTRUCTION

THE FOLLOWING SECTION IS ADDED:

#### **612.03.04 Pedestrian Crossing Signs with Warning Beacon**

Provide product sample, technical specifications, and manufacturer's installation instructions for approval by the Engineer.

If sign placement conflicts with existing conditions, obtain RE approval to adjust the sign location. Determine the sign post lengths based on the final grade. Install sign support in accordance with manufacturer's requirements and Section 612.03.01. Install power and control wiring according to manufacturer's recommendations.

Mount sign panels and pushbutton assembly on sign support. After mounting sign panels, notify the RE. The RE will examine the sign panels at night for glare. If directed by the RE, adjust the sign panels to eliminate glare as specified in 612.03.01

Each warning beacon consists of two rectangular-shaped yellow indications, each with an LED-array based light source. Ensure each warning beacon indication is a minimum of 5 inches wide by approximately 2 inches high. The two warning beacon indications are aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of seven inches (7 in), measured from inside edge of one indication to inside edge of the other indication.

Locate the warning beacon between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque (or, in the case of a supplemental advance sign, the AHEAD plaque).

Beacon Flashing Requirements:

- a. When activated, ensure the two yellow indications in each warning beacon flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on).
- b. Ensure each of the two yellow indications of the warning beacon have 70 to 80 periods of flashing per minute and have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. Ensure that during each of its 70 to 80 flashing periods per minute, one of the yellow indications emit two rapid pulses of light and the other yellow indication emit three rapid pulses of light.
- c. Ensure the flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, is not between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.
- d. Ensure the light intensity of the yellow indications meets the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.
- e. Ensure that multiple units in one system flash in synchronized patterns. Install a pedestrian instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS adjacent to or integral with each pedestrian push button. Ensure the warning beacon is normally dark and operates only upon pedestrian actuation and ceases after 20 seconds. Ensure warning beacons associated with the cross walk operate simultaneously via wired communications with the actuation of any pedestrian push button.

**612.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
PEDESTRIAN CROSSING SIGN WITH WARNING BEACON	LUMP SUM

The Department will make a lump sum payment for installation of the two complete double sided Pedestrian Crossing Signs with Warning Beacon assemblies including power and control wiring, new electrical service fees and electrical service charges until acceptance by the Department.

**SECTION 614 – TRASH RECEPTACLE**

THE FOLLOWING IS ADDED:

**614.01 DESCRIPTION**

This section describes the product and installation requirements for trash and recycling receptacles.

**614.02 MATERIALS**

**614.02.01 Trash Receptacle, Decorative, Type A**

Provide trash receptacle of dark green color.

Provide trash receptacles manufactured by one of the following:

1. Victor Stanley, Basis of Design, Model #S-42 (1-800-368-2573)
2. Dumor, Model #157 (1-800-598-4018)
3. Tournesol (Fairweather), Model PZ-073D-30 (1-800-542-2282)
4. Or Approved Equal

Provide product sample, technical specifications, color chip, and manufacturer’s installation instructions for approval by the Engineer.

**614.02.03 Trash Receptacle, Decorative, Type B**

Provide recycling receptacle of blue color.

Provide recycling receptacles manufactured by one of the following:

1. Victor Stanley, Basis of Design, Model #S-42 (1-800-368-2573)
2. Dumor, Model #157 (1-800-598-4018)
3. Tournesol (Fairweather), Model PZ-073D-30 (1-800-542-2282)
4. Or Approved Equal

Provide product sample, technical specifications, color chip, and manufacturer’s installation instructions for approval by the Engineer.

**614.03 CONSTRUCTION**

Install trash and recycling receptacles according to manufacturer’s recommendations and as shown on the plans.

**614.04 MEASUREMENT AND PAYMENT**

*Item*  
TRASH RECEPTACLE, DECORATIVE, TYPE A  
TRASH RECEPTACLE, DECORATIVE, TYPE B

*Pay Unit*  
UNIT  
UNIT

**SECTION 618 – BENCH**

THE FOLLOWING IS ADDED:

**618.01 DESCRIPTION**

This section describes the product and installation requirements for benches at rest areas.

**618.02 MATERIALS**

Provide surface mounted benches of 6’ size and dark green color.

Provide benches manufactured by one of the following:

1. Victor Stanley, Basis of Design Model #CS-10 Series (6’) (1-800-368-2573)
2. Dumor, Model #493 (6’) (1-800-598-4018)
3. Tournesol (Fairweather), Model PZ-01X00-72 (1-800-542-2282)
4. Or Approved Equal

Provide product sample, technical specifications, and manufacturer’s installation instructions for approval by the Engineer.

**618.03 CONSTRUCTION**

**Bench**

Install benches as recommended by the manufacturer and as shown on plans.

**618.04 MEASUREMENT AND PAYMENT**

*Item*  
BENCH

*Pay Unit*  
UNIT

The Department will not make separate payments for anchor bolts, Portland cement concrete, steel plate, paint or grout and all such costs are included in the pay item BENCHES

**SECTION 619 – PET WASTE RECEPTACLE**

THE FOLLOWING IS ADDED:

**619.01 DESCRIPTION**

This section describes the product and installation requirements for pet waste receptacles along the trail

**619.02 MATERIALS**

Provide pet waste receptacles of dark green color as shown on the plans.

Provide pet waste receptacles manufactured by one of the following:

1. Dogipot Pet Waste Station with Aluminum Receptacle (Forest Green) (1-800-678-1612)
2. Bagspot Premium Station (Green) (1-800-203-3613)
3. Pet Waste Eliminator Superior Pet Waste Eliminator Station (Green) (1-800-790-8896)
4. Or Approved Equal

Provide product sample, technical specifications, and manufacturer’s installation instructions for approval by the Engineer.

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**619.03 CONSTRUCTION**

**Pet Waste Receptacle**

Install pet waste receptacles as recommended by the manufacturer and as shown on plans.

**619.04 MEASUREMENT AND PAYMENT**

*Item*

PET WASTE RECEPTACLE

*Pay Unit*

UNIT

## DIVISION 700 – ELECTRICAL

### SECTION 701 – GENERAL ITEMS

**701.03.12 Foundations**

THE FOLLOWING IS ADDED:

Provide and install decorative light pole foundations of dark green color as shown on the plans.

Provide product sample, technical specifications, color chip, and manufacturer’s installation instructions for approval by the Engineer.

**701.03.15 Cable and Wire**

**C. Connection and Coordination with Utility Services.**

THE FOLLOWING IS ADDED:

Obtain and provide for utility services required for testing and operation of ITS systems until interim acceptance of each system or device. Utility Services may be governed by differing Authorities Having Jurisdiction (AHJ). Along with Utility Requirements, comply with all AHJ requirements. Upon successful completion of level C testing and acceptance of any device, provide the RE with a letter requesting transfer of utility services providing the latest copy of the utility bill from each utility company. Such transfers are to be effective beginning the next monthly billing cycle after completion of successful ITS system testing as specified in Section 704 and interim acceptance of the device or as directed by the RE.

Once new utility services have been energized or activated and the utility company has de-energized and unhooked the old service connection; remove existing pole risers and service heads, cut back 1 foot below grade, and plug the conduits.

Service Requests										
Device Site No.	Primary Route	Final MP	Direction	Location	Township	County	Utility Territory	Job No.	Utility Contact Person	Utility Pole No.
1	Chestnut Ave	-	EB	Corner	Pennsauken	Camden	PSE&G	500916768	Bob Breland	#101PS

**701.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
FOUNDATION DECORATIVE LIGHT STANDARD	UNIT

### SECTION 703 – HIGHWAY LIGHTING

**703.03 CONSTRUCTION**

THE SECOND SENTENCE IN THE FOURTH PARAGRAPH IS CHANGED TO:

Begin repair of the highway lighting system within 2 hours of receiving notice of damage or malfunction from the Department, State police, or local authorities.

**703.03.01 Lighting Standard**

THE FOLLOWING IS ADDED:

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Provide and install decorative lighting standards as shown on the plan of dark green color or approved equal.

Provide product sample, technical specifications, and manufacturer's installation instructions for approval by the Engineer.

**703.03.02 Lighting Mast Arm**

THE FOLLOWING IS ADDED:

Provide and install decorative lighting mast arms as shown on the plan of dark green color or approved equal.

Provide product sample, technical specifications, and manufacturer's installation instructions for approval by the Engineer.

**703.03.03 Luminaire**

THE FOLLOWING IS ADDED:

Provide and install decorative luminaire as shown on the plan of dark green color or approved equal.

Provide product sample, technical specifications, and manufacturer's installation instructions for approval by the Engineer.

**703.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED

<i>Item</i>	<i>Pay Unit</i>
LIGHTING STANDARD DECORATIVE	UNIT
LIGHTING MAST ARM DECORATIVE	UNIT
LUMINAIRE DECORATIVE	UNIT



## **DIVISION 800 – LANDSCAPING**

### **SECTION 811 – PLANTING**

#### **811.03.02 Plant Establishment and Maintenance Period**

The Department will reinspect the plants annually for 1 years.

#### **2. Maintenance Bond.**

Provide a bond to the Department in the amount of \$2,500.

# DIVISION 900 – MATERIALS

## SECTION 903 – CONCRETE

### 903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

- Portland Cement, Type I, II, and Type III..... ASTM C 150
- Blended Hydraulic Cement, Type IS, IP, and IL ..... ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

### 903.03.05 Control and Acceptance Testing Requirements

#### E. Acceptance Testing for Strength for Pay-Adjustment Items.

Concrete Items which are subject to pay adjustment and the base prices are as follows:

ITEMS	DESCRIPTION	UNIT	BASE PRICE
507021P	CONCRETE BRIDGE DECK	CY	\$500.00
507036P	CONCRETE BRIDGE PARAPET	LF	\$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	\$125.00
505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	\$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	\$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	\$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	\$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	\$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	\$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	\$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	\$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	\$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	\$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	\$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	\$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	\$215.00

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505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	\$185.00
505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	\$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	\$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	\$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	\$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$90.00
502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	\$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	\$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	\$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	\$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	\$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	\$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	\$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	\$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	\$200.00

## SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

### 912.01.04 Concrete Stain

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

Property	Value	ASTM Test Method
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587
VOC	<100 g/L	D 2369

## SECTION 917 – LANDSCAPING MATERIALS

### 917.07 SOD

### 917.08 PLANT MATERIALS

#### H. Inspection.

Notify the RE at least 3 days in advance of delivery to the Project Limits for installation.

## SECTION 1009 – HMA PLANT EQUIPMENT

### 1009.01 HMA PLANT

#### A. Requirements for HMA Mixing Plants.

##### 8. Safety.

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

## FEDERAL AID PROJECT ATTACHMENT 1

### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal 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 subcontracts in accordance with USDOT requirements.
- B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.
- C. Definitions**
- 1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
    - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
    - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
  - 2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
    - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
    - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
      - (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
      - (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
      - (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
      - (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
      - (5) Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

- (6) Women
  - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
  - (8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
3. **Commercially Useful Function (CUF).** A DBE 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 DBE 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.
  4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.
  5. **DBE 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.
  6. **DBE 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.
  7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, 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 DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.
  8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.
- D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E. Contractor's DBE Obligations.** Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department's Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.
1. Post Award Obligations
    - a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at: <https://njucp.dbesystem.com/>.
  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 Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.
  - (3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified 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 DBE firm's termination will be as 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 DBE 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 DBEs. 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 DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be 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 DBE 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 subcontractor is a DBE and the detailed reason(s) for termination.
- c. Meeting Contract DBE Goal.** Report attainment toward meeting the Contract DBE goal by submitting monthly, all DBE 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 DBEs used on the Contract to meet the Contract goal, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE 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 DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a DBE 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 DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE 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 DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE 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 DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE 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 DBEs shall be made as specified in Section 108. Termination or replacement of DBEs 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 DBE 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. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

- F. **DBE Goals for the Contract.** This Contract includes a goal of awarding 10% percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

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

- G. **Counting DBE Participation.**

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.
2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.
3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.
4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.
6. If the Contractor is a certified DBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.
7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a



certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

#### H. Commercially Useful Function

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs 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 DBE 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 DBE 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 DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE 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 itself, for the project.
3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE 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 DBE.** The DBE 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 DBE 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 DBE firm.
5. **Lease of Equipment.** A DBE 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 DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE 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 DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE 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 DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE 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 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, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA 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 DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

- 7. DBE Regular Dealers.** DBE 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.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and then signed by the Contractor. 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 DBE goal.

- 8. DBE Manufacturers.** DBE 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 DBE 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 DBE participation.

- I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs 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 DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

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

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE 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 DBE 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 DBE participation.

3. Providing interested DBEs 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 DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE 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 DBEs is not in itself sufficient reason for failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs 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 DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. 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 DBE, and it is not a sound basis for rejecting a prospective replacement DBE'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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE 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 DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE 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 DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
7. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. DBE Liaison Officer.** Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**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.** Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 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. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:
  - a. The names of DBE 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 DBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made and efforts taken in seeking out and utilizing DBEs 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 DBEs on the Contract.
  - f. Records of all DBEs and non-DBEs 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 DBE 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 DBEs 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 or U.S. DOT, or both, and prosecution by the State Attorney General's Office or U.S. Department of Justice, or both.
- 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 Federal funding agencies.
- O. Prompt Payment to Subcontractors.** On Federal Aid Projects, 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 DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE 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.



## FEDERAL AID PROJECT ATTACHMENT 2

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

#### (23 CFR, PART 230, SUBPART A, APPENDIX A TO SUBPART A - SPECIAL PROVISIONS)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program on Federal and Federal Aid Highway construction contracts, except for those contracts awarded under 23 U.S.C. 117, and to the preparation and submission of reports pursuant thereto as per 23 CFR, Part 230, Subpart A, Appendix A to Subpart A - Special Provisions.

#### 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 Required Contract, Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to 23 USC 140, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in the Contract constitute the specific affirmative action requirements for project activities under this Contract and supplement the equal employment opportunity requirements set forth in the Required Contract 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, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, 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 journey person 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 recognized by USDOL BAT 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 0, where feasible, consisting of at least 0 APPRENTICES and 0 TRAINEES. TRAINEE HOURS = 0.

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 as specified in 23 CFR 230, Appendix B to Subpart A of Part 230 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 journey person 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, and as specified in 23 CFR Part 230, Appendix B to Subpart A of Part 230, 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 effect 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.

**FEDERAL AID PROJECT ATTACHMENT 3**

**REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID 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 For Construction Contractors and Subcontractors on Federal Aid Projects</b>		
<b>County</b>	<b>Minority Participation Percent</b>	<b>Women Participation Percent</b>
Atlantic	18.2	6.9
Bergen	22.6	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16.0	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	5.8	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.

## FEDERAL AID PROJECT ATTACHMENT 4

### FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID 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 Contractor 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.

## FEDERAL AID PROJECT ATTACHMENT 5

### STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID 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 re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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.

## FEDERAL AID PROJECT ATTACHMENT 6

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID 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 complainant 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.

## FEDERAL AID PROJECT ATTACHMENT 7

### PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID 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 an individually identifying number, (e.g. the last four digits of the employee's social security number) 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 Copeland Act, as amended 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 the Department's CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed "Statement of Compliance".
- 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)



## FEDERAL AID PROJECT ATTACHMENT 8

### FHWA-1273

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"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, 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."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. 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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will 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.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon

completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective

bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 49 CFR Part 26 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the

Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the

contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The

straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **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. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. 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.

**2. 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting 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.

**4. 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. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased

employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

\* \* \* \* \*

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal,"

and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## FEDERAL AID ATTACHMENT 9

### STATE MANDATORY ADDENDUM TO FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

**ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA-1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.**

FHWA-1273 shall be read to include:

1. All references to “race, religion, sex, color, national origin, age or disability” shall be read to include “sexual orientation and gender identity”.
2. SECTION IV. DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal Aid highway, regardless of the location of the project in compliance with 23 USC 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal Aid construction contracts in excess of \$150,000 and all related subcontracts, supply contracts and vendor contracts “comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal Aid construction project.

## FEDERAL AID ATTACHMENT 10

### FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID 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.

## FEDERAL AID ATTACHMENT 11

### 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 11) 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**

Approved by OMB  
 0348-0046

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____			
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>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:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____      Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form - LLL		

**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 minutes 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.

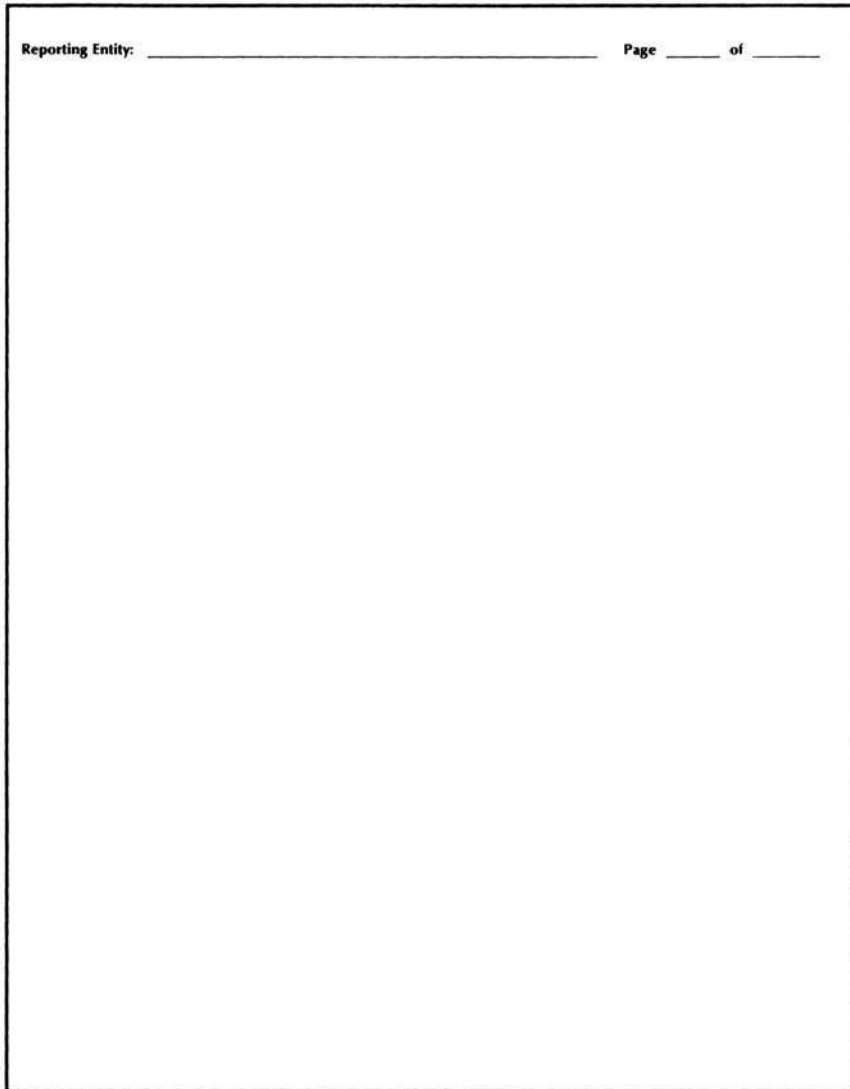
Pt. 21, App. B

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

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



Authorized for Local Reproduction  
Standard Form - LLL-A



FEDERAL AID ATTACHMENT 12  
**New Jersey Department of Transportation**  
**Division of Civil Rights & Affirmative Action**

**Monthly Employment Utilization CC-257R Electronic Reporting Information**

Reporting of workforce information via Form CC-257R is now available on the internet through the New Jersey portal at <https://www.nj.gov>

To access this application, you need: **1)** to be registered with the New Jersey Portal (My New Jersey); and **2)** to receive an authorization code (via email) that will provide you with the link to the application.

**If you already have a portal account, DO NOT register again.**

The instructions below explain the registration process for a portal account. Please follow these instructions carefully.

**New Jersey Portal Registration Instructions**

*If you have already registered on the New Jersey portal and need to enter an Authorization Code for a new application, go to <https://www.nj.gov> and follow the instructions beginning at Step 7 below.*

1. Open an Internet browser and type <https://www.nj.gov> in the address box and press <Enter>
2. At the top left (under the “Home” tab) are the “Login” and “Register” boxes for the portal
3. Click on “Register”
4. In the dialog box entitled “Create Your My New Jersey Account,” enter a Logon ID and Password of your choosing and the rest of the requested information. Be sure to include a challenge question and valid email address in case you forget your password. (This is the account your Portal password will be sent to if you forget it. You will not be able to get into the application if you do not log onto the Portal)
5. Now that you have created your account, logout. The next step is to verify the existence of your new account.
6. Log in your account using your newly created Logon ID and Password.

**Activating Authorization Code**

Authorization codes will be sent via email under separate cover, after you have emailed the following to [trnsport@dot.nj.gov](mailto:trnsport@dot.nj.gov):

1. Company Name
2. Email Address for company Official or CEO
3. Company’s Federal Identification Number
4. Contact Person’s Name (this should be the person who registered the account and will be logging on and supplying the requested employment data)
5. Contact Person’s email address

## **Monthly Employment Utilization CC-257R Electronic Reporting Instructions - continued**

Once you receive the code, follow the instructions below to access the CC-257R reporting program.

6. Once logged into the Portal, select “Enter Authorization Code.”
7. Follow the instructions carefully. Type the code in the text box labeled, “Enter your authorization code” and click the “Finished” button. Note that the code is case sensitive.
8. The system will log you out.
9. Log into your account. Your new application will have a link under the NJDOT heading.

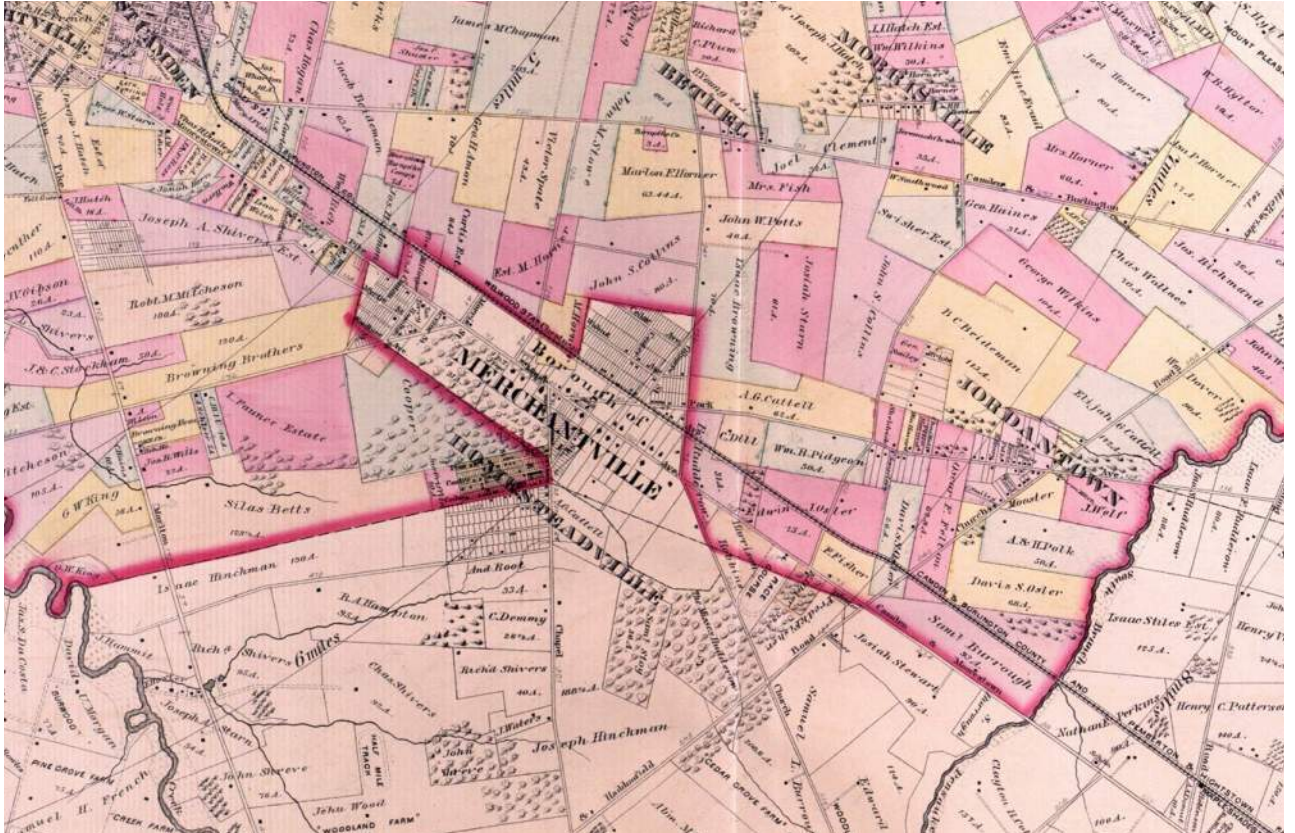
### **Please Note**

1. Federal Executive Order 11246 requires workforce reporting to be completed monthly by both prime and subcontractors.
2. The prime contractor submits a report for its total workforce and is responsible for ensuring that its subcontractors submit their respective reports.
3. These reports are to be submitted by the 10th day of each month during the term of the contract, and include the total work hours for each employee classification in each trade in the covered area for the monthly reporting period.
4. The state job number (CE#) specific to the project is the unique identifier needed for reporting, and inserted in the Job Number field.
5. Each report should be based on a calendar month, starting on the 1<sup>st</sup>, and ending on the last day of the month being reported.

### **Also Note:**

1. Under no circumstances should you give your authorization code to another user. This code has been personalized for your particular need.
2. Questions concerning the workforce report should be directed to the NJDOT, Division of Civil Rights/Affirmative Action at (609) 963-2047.
3. Questions concerning the request for authorization code should be directed to NJDOT's AASHTOWare Support Staff - Ryan DelGrande at (609) 963-1868.
4. For problems with system errors, please contact Marc Dorsch at (609) 963-2425.

# ARCHAEOLOGICAL MONITORING PROTOCOL



## PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

Pennsauken Township, Camden County, New Jersey

### SUBMITTED TO:

McCormick Taylor  
700 East Gate Drive, Suite 201  
Mount Laurel, New Jersey 08054

June 2021



RICHARD  
GRUBB &  
ASSOCIATES

# ARCHAEOLOGICAL MONITORING PROTOCOL

---

## PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

Pennsauken Township, Camden County, New Jersey

**Prepared by:**

Sean A. McHugh, MA, RPA

**Submitted by:**

Richard Grubb & Associates, Inc.  
259 Prospect Plains Road, Building D  
Cranbury, New Jersey 08512

**Submitted to:**

McCormick Taylor  
700 East Gate Drive, Suite 201  
Mount Laurel, New Jersey 08054

**Date:**

June 3, 2021

## 1.0 INTRODUCTION

This archaeological monitoring plan has been prepared by Richard Grubb & Associates, Inc. (RGA) on behalf of McCormick Taylor in preparation for the construction of the Pennsauken portion of the Pennsauken-Merchantville Multi-Use Trail project in Pennsauken Township, Camden County, New Jersey (Appendix A: Figures 1 and 2). The project corridor extends for approximately 1,530 feet, beginning along Chestnut Avenue near its intersection with County Route 616, and continuing eastward along disused railroad tracks. The National Register of Historic Places (NRHP)-eligible Camden & Burlington County Railroad Historic District (SHPO Opinion: 2/22/2006) is situated within the construction footprint of the proposed undertaking. Archaeological monitoring during construction will serve as a mitigation measure for the recordation of railroad-related archaeological resources identified in areas of archaeological monitoring for the project and is referred to as the Area of Potential Effect (APE).

Pennsauken Township is utilizing federal funds from the Federal Highway Administration (FHWA) that will be administered by the New Jersey Department of Transportation (NJDOT) Local Aid. It is understood that the NJDOT-Bureau of Environmental Program Resources (NJDOT-BEPR) will be submitting a letter to the New Jersey Historic Preservation Office (NJHPO) pursuant to Section 106 of the National Historic Preservation Act, as amended, summarizing a finding of ‘no adverse effects with conditions.’ The conclusion of Section 106 consultation will allow the completion of the National Environmental Policy Act (NEPA) Categorical Exclusion Document (CED). As a result of consultation between the NJDOT-BEPR and the NJHPO, archeological monitoring will be required during construction of a portion of the multi-use trail in Pennsauken that falls within the railroad corridor, specifically within proposed swale footprints.

This archaeological monitoring plan includes provisions for monitoring during construction at specific locations and beginning at specific depths below grade; identification of key personnel responsible for ensuring that the monitoring takes place; and a chain of command for key personnel, including contact information. Michael J. Gall, MA, RPA, is the Principal Senior Archaeologist from RGA who will manage project oversight. Sean A. McHugh, MA, RPA, is the Principal Investigator/Senior Archaeologist in charge of archaeological monitoring and documentation. Alternative, qualified archaeological monitoring staff may also be necessary during the project. Both Mr. Gall and Mr. McHugh meet the requirements of 36 CFR 61 (Appendix B). This document was written by Sean A. McHugh with contributions from Michael J. Gall. Richard Grubb provided quality control, Natalie Maher edited the document, and David Strohmeier produced the graphics.



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## 4.0 PROJECT DESCRIPTION

The APE for the project is situated to the east of the intersection of Chestnut Avenue and County Route 616. Project plans include the excavation of four swales, pavement removal, grading, and the installation of a 12-foot-wide asphalt trail, four-foot-wide sidewalks, fencing, and four rest areas. Sections of existing rail will be removed to make way for the stormwater swales (Appendix: A Figures 3a and 3b).

## 5.0 SUMMARY OF BACKGROUND RESEARCH

### 5.1 National and State Register of Historic Places Eligible and Listed Properties

The APE is located within the Camden & Burlington County Railroad Historic District (C&BCRRHD), which is eligible for listing in the National Register of Historic Places under Criterion A for its associations with the evolution of transportation history in Burlington County and southwest New Jersey (Guzzo 2006). The period of significance for the railroad extends from the incorporation of the predecessor railroad in 1848 to the discontinuance of passenger service in 1969. The current property boundary comprises the historic right-of-way of the railroad and extends from Southampton Township in Burlington County to the City of Camden in Camden County.

The Burlington and Mount Holly Railroad and Transportation Company was incorporated on February 11, 1848 to construct a 16.25-mile line from Camden (Pavonia) to the Burlington-Mount Holly Branch. The mainline was incorporated as the Camden, Moorestown, Hainesport, and Mount Holly Horse Car Railroad Company on March 16, 1859. In 1863, the line was extended from Mount Holly to Pemberton. The line was incorporated into the Camden & Burlington County Railroad Company (Baker 2006).

The Camden & Burlington County Railroad (C&BCRR) running from Camden to Mount Holly was one of the key links in the Pennsylvania Railroad's (PRRs) service from Philadelphia to the North Jersey seashore resorts between Bay Head and Long Branch. Later, it was also the primary access route to Camp Dix (later Fort Dix), which was constructed in 1917. Freight and passenger operations have been varied throughout the history of the C&BCRR. Both freight carloads and agricultural products were the major source of freight traffic on the line. Additional inbound traffic included coal, cement, lumber, fertilizer, chemicals, oil, steel, and meat, while outbound freight included milk, sand, marl, bricks, and miscellaneous goods. On April 25, 1969, passenger service was discontinued (Baker 2006). The line was completely abandoned by 2010.

### 5.2 Prior Cultural Resources Surveys and Known Archaeological Sites

Review of the New Jersey State Museum (NJSM) site files and standard references (Cross 1941; Skinner and Schrabisch 1913) indicated that no previously recorded archaeological sites are located within or adjacent to the APE.

A good faith effort was made to conduct NJHPO research by reviewing LUCY, the updated list of historic properties, and the list of cultural resources survey reports on the NJHPO's website. Based on the research, it appears that no cultural resources surveys have been conducted within or adjacent to the APE.

## 6.0 METHODOLOGY

This section describes the methodology that will be implemented during archaeological monitoring.

### 6.1 Goals and Conduct of Archaeological Monitoring

The goal of the archaeological monitoring during construction by an archaeologist is to identify and document the presence of resources associated with the railroad during project-related excavations associated with swale installations (observational monitoring) (see Appendix A: Figures 3a and 3b). Should resources or cultural features associated with the railroad be identified or exposed during monitoring, limited archaeological work may be required to assist in recording or sampling such resources (documentary monitoring). This may require a brief work stoppage for archaeological sampling.

An assessment of the integrity of identified railroad-related archaeological resources is necessary to determine whether they are intact and significant. Railroad-related features will be exposed to the greatest extent possible within proposed construction excavation parameters and documented using digital photography and scaled line drawings to record feature plans and profiles. Feature locations will be recorded based on existing landmarks and via a hand-held global positioning satellite (GPS) unit with sub-meter accuracy. The context of identified and recovered railroad-related cultural material will be recorded. Artifacts recovered, if any, will be placed in a resealable polyethylene bag with a tag listing the appropriate context, processed, and cataloged. Railroad sleepers and ties will be recorded but not retained. If necessary, a sample of railroad spikes will be retained. Consultation with the NJHPO will take place prior to archaeological monitoring to confirm the type of cultural material that should be retained. A complete inventory of collected materials will be included in the resulting report as an appendix. Identified archaeological sites will be registered with the NJSM. Identified archaeological resources will be evaluated for their eligibility for listing in New Jersey Register (NJR) and National Register of Historic Places (NRHP).

All work will be conducted in accordance with *The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation*, 1983, *Standards for the Treatment of Historic Properties*, and the standards of the NJHPO. An archaeologist meeting the *Professional Qualification Standards for Archaeology* (36 CFR Part 61) set forth by *The Secretary of the Interior's Professional Qualifications Standards* (48 CFR 44739) will oversee the monitoring work (see Appendix B). Recovered artifacts will be prepared for curation and submitted to a repository that meets 36CFR79 guidelines, which may be determined through consultation with McCormick Taylor, the NJDOT-BEPR, and the NJHPO.

### 6.2 Monitoring and Recordation Plan

This archaeological monitoring plan includes the following:

- Provisions for documentation and monitoring during construction
- Identification of key personnel responsible for ensuring that monitoring is occurring, and
- A chain of command for key personnel, including contact information.

Protocol for archaeological monitoring and the recordation of identified early railroad-related features during construction will be as follows:

- 1) The project sponsor must include provisions for interruption and stopping of work in construction plans and specs. Bid documents should also specify that, during the pre-construction meeting with the individual classified as “Responsible Charge,” the Contractor, the NJDOT, the archaeological monitor(s), and others, the archeological monitoring program and any potential health and safety issues that may affect the monitoring work will be discussed in detail and contacts will be identified. If there will be a Resident Engineer (RE) for the project, that person shall be the contact between the archeological monitoring team and the Contractor. The Contractor, McCormick Taylor, and the NJDOT Environmental Project Manager should be copied on all notifications. If there is no RE on the job, the person identified as “Responsible Charge” will be the contact
- 2) A pre-construction start-up meeting will be held between McCormick Taylor, RGA, and the Contractor, to discuss the intent of the monitoring and documentation, and the procedures that will be implemented should archaeological resources be identified. The Contractor will be notified that the identification of archaeological resources may necessitate halting construction excavations at particular locations so that archaeological documentation can proceed if cultural features are found. The pre-construction start-up meeting may be held on the first day of on-site monitoring.
- 3) A designated representative from the Contractor and/or McCormick Taylor will inform the archaeological consultant by phone or e-mail at least three (3) working days in advance of construction activities.
- 4) The Contractor will be responsible for ensuring that excavations will be secured, and that excavations meet Occupational Safety and Health Administration (OSHA) standards for safe entry into confined space, if appropriate. Such measures may include, at a minimum, providing appropriate shoring, or the sloping or benching of soils, and providing safe means of access/egress from the excavations as per OSHA standards.
- 5) A designated representative from the Contractor should be on site at all times during archaeological monitoring. Decisions to temporarily halt work to document railroad-related archaeological resources will be communicated to representatives of McCormick Taylor and the Contractor. If necessary, the Contractor will provide equipment for the safe entry of excavation areas, such as ladders, shoring, machinery, and operators for additional excavation to slope or bench steep exposed side walls, etc.. Deep excavations for swales are not anticipated.
- 6) If no intact railroad-related cultural features are exposed during archaeological monitoring, the archaeological consultant will record existing conditions using photography and field notes. Some limited artifact sampling from construction work may take place, but this level of effort is unlikely to involve temporarily halting construction.
- 7) If intact railroad-related cultural features or archaeological deposits are exposed during construction, work will temporarily cease in proximity of the finds and the features will be documented to the extent permissible by site conditions and the parameters of project-related ground excavations. Work may continue in other areas, subject to the monitoring protocol. Identified railroad-related cultural features will be documented *in situ* via photography and scaled line drawings. All identified railroad-related cultural features will be plotted on project base maps. Their potential significance will be assessed. Work stoppages that exceed a two-hour duration will be coordinated in consultation with the Contractor and the NJDOT-BEPR. Archaeological deposits that contain pre-Contact artifacts or features or those that are contemporaneous with the early period of the railroad will be treated similarly to railroad-related features or deposits. An archaeological site registration form will be prepared, if necessary.

Soil profiles exposed in mechanical excavations for proposed swales will be documented, and a description of each stratum, including Munsell color, texture, soil composition, and presence or absence of cultural material, will be recorded on standardized forms. A sample of railroad-related artifacts will be collected, where appropriate, such as railroad spikes. Depending on the age and nature of the material, a sample of archaeological deposits may be screened through 1/4-inch mesh to recover artifacts. All retained artifacts will be cleaned and placed in re-sealable polyethylene bags with tags indicating their provenience, including excavation location, depth, and stratum. All retained artifacts will be logged and removed to an off-site laboratory for cataloging and analysis. Results will be detailed in the subsequent archaeological monitoring report.

- 8) Sampled artifacts recovered from intact archaeological features during the recordation process will be placed in polyethylene bags with an accompanying tag that lists the appropriate provenience information, including excavation location, depth, and stratum. All collected artifacts will be logged, washed, and cataloged at the RGA laboratory. If contaminated, artifacts will be left on site in a location determined by the Contractor, and representative artifacts will be documented using digital photography. Recorded, contaminated artifacts may be discarded in excavation spoil piles. A catalog will be appended to the monitoring report. Consultation with McCormick Taylor, the NJDOT-BEPR, and the NJHPO will determine the appropriate facility to house the collected artifacts, following the completion of the archaeological monitoring report.
- 9) If possible human burials or human skeletal remains are encountered, all ground disturbing activities in the vicinity shall cease immediately, and the following will be implemented.
  - i) Immediately notify the RE/Responsible Charge; advise them to immediately notify local law officials with jurisdiction over the area; law officials will notify the NJ State Police Forensic Anthropologist and/or the Medical Examiner's Forensic Anthropologist as appropriate; the forensic anthropologists will consult with the NJ State Museum with respect to the identity of the remains;
  - ii) Notify the NJDOT and NJHPO;
  - iii) Protect the area from further impacts, damage or destruction; no additional soil or artifacts from the area of the discovery will be removed;
  - iv) No photograph of the remains will be taken and no discussion will be made with individuals beyond those who must be consulted to determine appropriate course of action;
  - v) Document visual observations regarding context, associated artifacts/features, etc.;
  - vi) If the human remains are/may be Native American, or if it cannot be determined if they may be Native American, those remains will be covered with natural fiber fabric covering (unbleached muslin or other) and secured in place. A tobacco offering will be placed near the burial at four cardinal compass directions (North/South/East/West) at sufficient distance from the burial that the offerings will not contaminate any data that may be related to the burial. The NJDOT will consult with the FHWA, NJHPO, Tribal Nations, and others as appropriate to determine the appropriate next steps;
  - vii) Construction in the area of the find will be interrupted until the area is released by the RE/Responsible Charge.

## 7.0 POINTS OF CONTACT

The chain of command for archaeological monitoring is presented below:

Contractor: To Be Determined

Senior Environmental Specialist: James L. DiVietro; 856.206.5319, [jldivietro@mccormicktaylor.com](mailto:jldivietro@mccormicktaylor.com); McCormick Taylor, 700 East Gate Drive, Suite 201, Mount Laurel, NJ 08054

Principal Senior Archaeologist: Michael J. Gall (RGA), 609-655-0692 ext. 318; [mgall@rgaincorporated.com](mailto:mgall@rgaincorporated.com); Richard Grubb & Associates, Inc., 259 Prospect Plains Road, Building D, Cranbury, NJ 08512.

Senior Archaeologist/Principal Investigator: Sean A. McHugh (RGA), 609-655-0692 ext. 341; [smchugh@rgaincorporated.com](mailto:smchugh@rgaincorporated.com); Richard Grubb & Associates, Inc., 259 Prospect Plains Road, Building D, Cranbury, NJ 08512\*.

\*If necessary, alternate staff may be required.

NJDOT-BEPR Project Reviewer: Jeff Gendek, 609-963-2064, [Jeffrey.Gendek@dot.nj.gov](mailto:Jeffrey.Gendek@dot.nj.gov); New Jersey Department of Transportation – Bureau of Environmental Program Resources, 1035 Parkway State Avenue, Trenton, NJ 08625.

NJDOT-BEPR Project Reviewer: Lauralee Rappleye, 609- 963-2069, [Lauralee.Rappleye@dot.nj.gov](mailto:Lauralee.Rappleye@dot.nj.gov); New Jersey Department of Transportation – Bureau of Environmental Program Resources, 1035 Parkway State Avenue, Trenton, NJ 08625.

NJHPO Project Reviewer: Vincent Maresca, 609-633-2395, [vincent.maresca@dep.nj.gov](mailto:vincent.maresca@dep.nj.gov); New Jersey Historic Preservation Office, 501 East State Street, Trenton, NJ 08625.



## 8.0 REPORT AND DELIVERABLES

After completion of the archaeological monitoring and documentation fieldwork, RGA will prepare a report that details the results of archaeological monitoring. A copy of the Draft Report summarizing the results of the work will be prepared for review and comment by McCormick Taylor in thirty (30) days following completion of on-site archaeological monitoring. Any archaeological sites identified during monitoring will be registered with the NJSM. The Draft Report will conform to the Guidelines for the Preparation of Cultural Resource Management Archaeological Reports submitted to the State Historic Preservation Office (1994). An electronic copy of the report will be submitted concurrently to McCormick Taylor and the NJDOT-BEPR for review and approval and followed up by the requisite number of hard draft copies of the completed report for the NJDOT-BEPR, as necessary. Upon approval, additional copies will be prepared, including one with a CD of original photographs and digitized report, to be submitted to the NJDOT-BEPR and NJHPO. The NJDOT-BEPR will submit the report to the FHWA.

Recovered artifacts will be provided to the selected repository within one (1) month of the NJHPO's review of the monitoring report. A deed of gift form will be provided to the property owner for signature prior to the transfer of the artifact assemblage to a 36CFR79 compliant facility.

## 9.0 REFERENCES

Baker, Michael Jr., Inc.

2006 Phase I Archaeological Survey and Intensive Architectural Survey, Interstate 295 and New Jersey Route 38 Interchange Improvement Project, Moorestown and Mount Laurel Townships, Burlington County, New Jersey. Prepared for the New Jersey Department of Transportation. On file, New Jersey Historic Preservation Office, Trenton, New Jersey.

Environmental Systems Research Institute (ESRI)

2020 World Street Map. Web Map Service Electronic Resource, accessed in March 28 2021. <http://www.esri.com/data/free-data/index.html>.

Guzzo, Dorothy P.

2006 Dorothy P. Guzzo, Deputy Historic Preservation Officer to Janet A. Fittipaldi, Supervising Environmental Specialist, New Jersey Department of Transportation, February 22, 2006 [HPO-B2006-151 PROD Log # 03-2614-02]). On file, New Jersey Historic Preservation Office, Trenton, New Jersey.

Hopkins, G. M.

1877 Atlas of Philadelphia and Its Environs. G.M. Hopkins, Philadelphia, Pennsylvania.

McCormick Taylor

2020 Construction Plans. Pennsauken-Merchantville Multi-Use Trail. On file, McCormick Taylor Mount Laurel, New Jersey.

New Jersey Historic Preservation Office (NJHPO)

1994 Archaeological Report Guidelines. Ms. On file, State Historic Preservation Office, Trenton, New Jersey.

United States Geological Survey (U.S.G.S.)

1995 7.5' Quadrangle: Camden NJ-PA.

## APPENDIX A: FIGURES

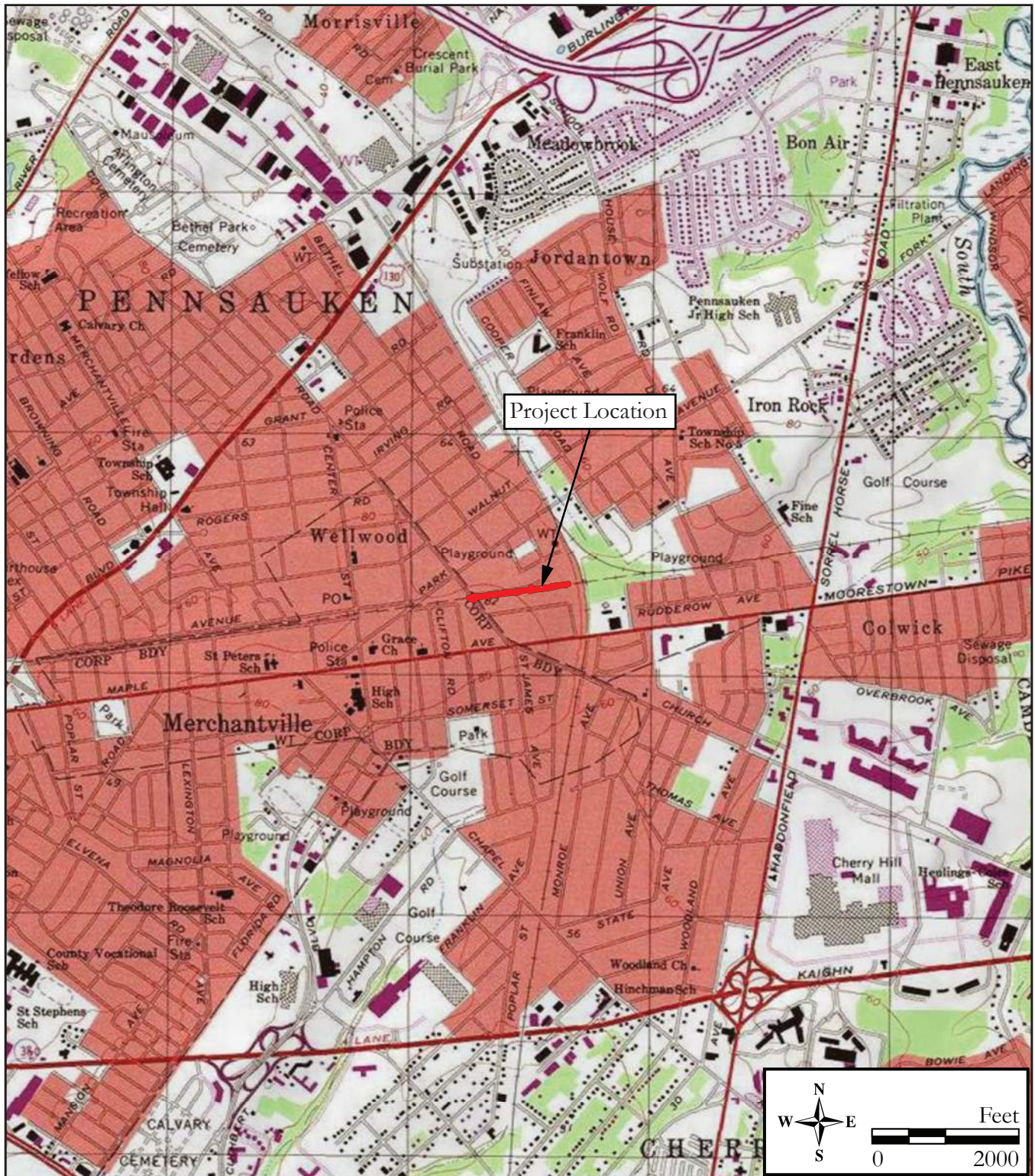


Figure 1: U.S.G.S. map  
(1997 U.S.G.S. 7.5' Quadrangle: Camden, NJ-PA).

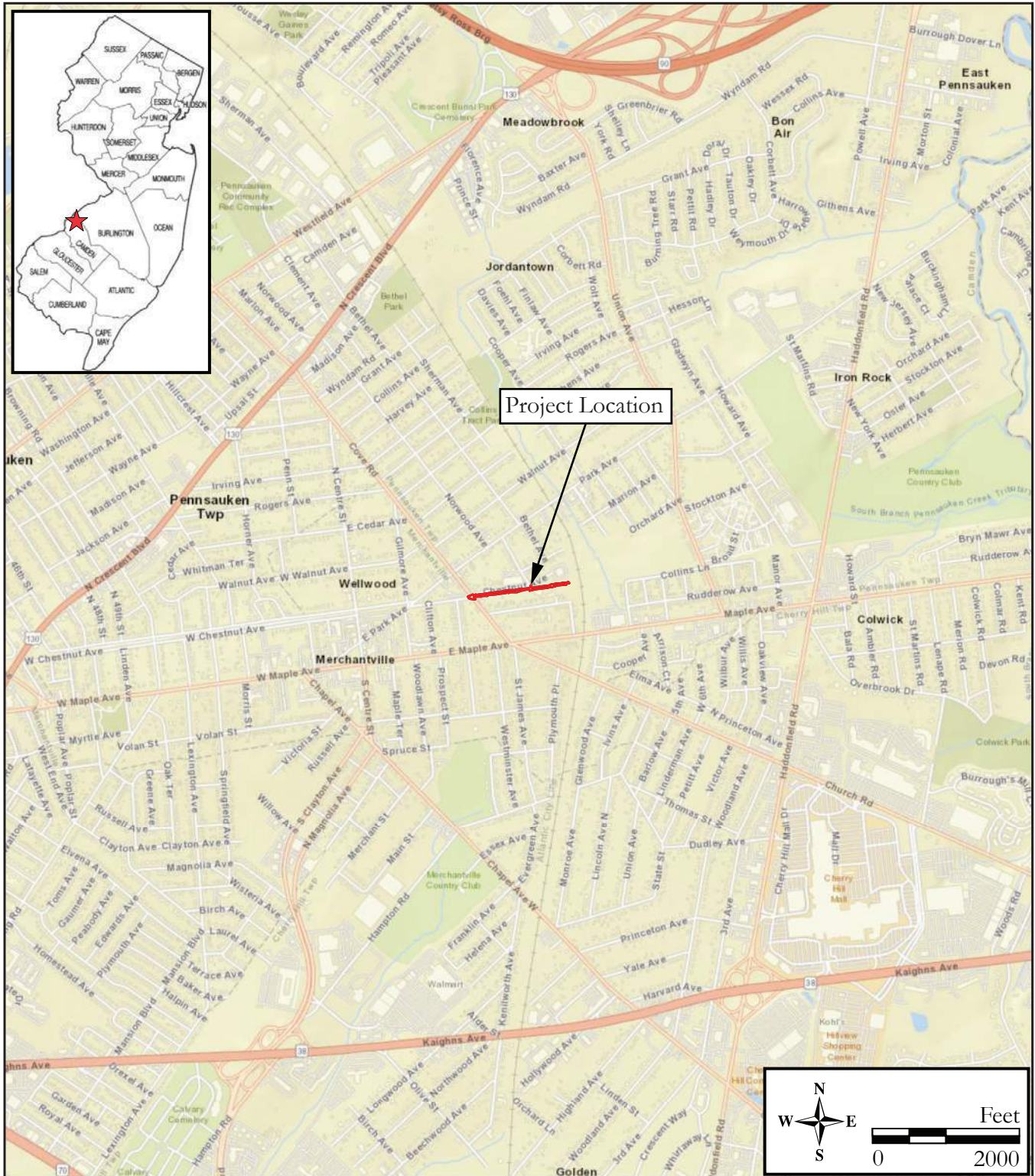


Figure 2: Road map  
(World Street Map, ESRI 2010).

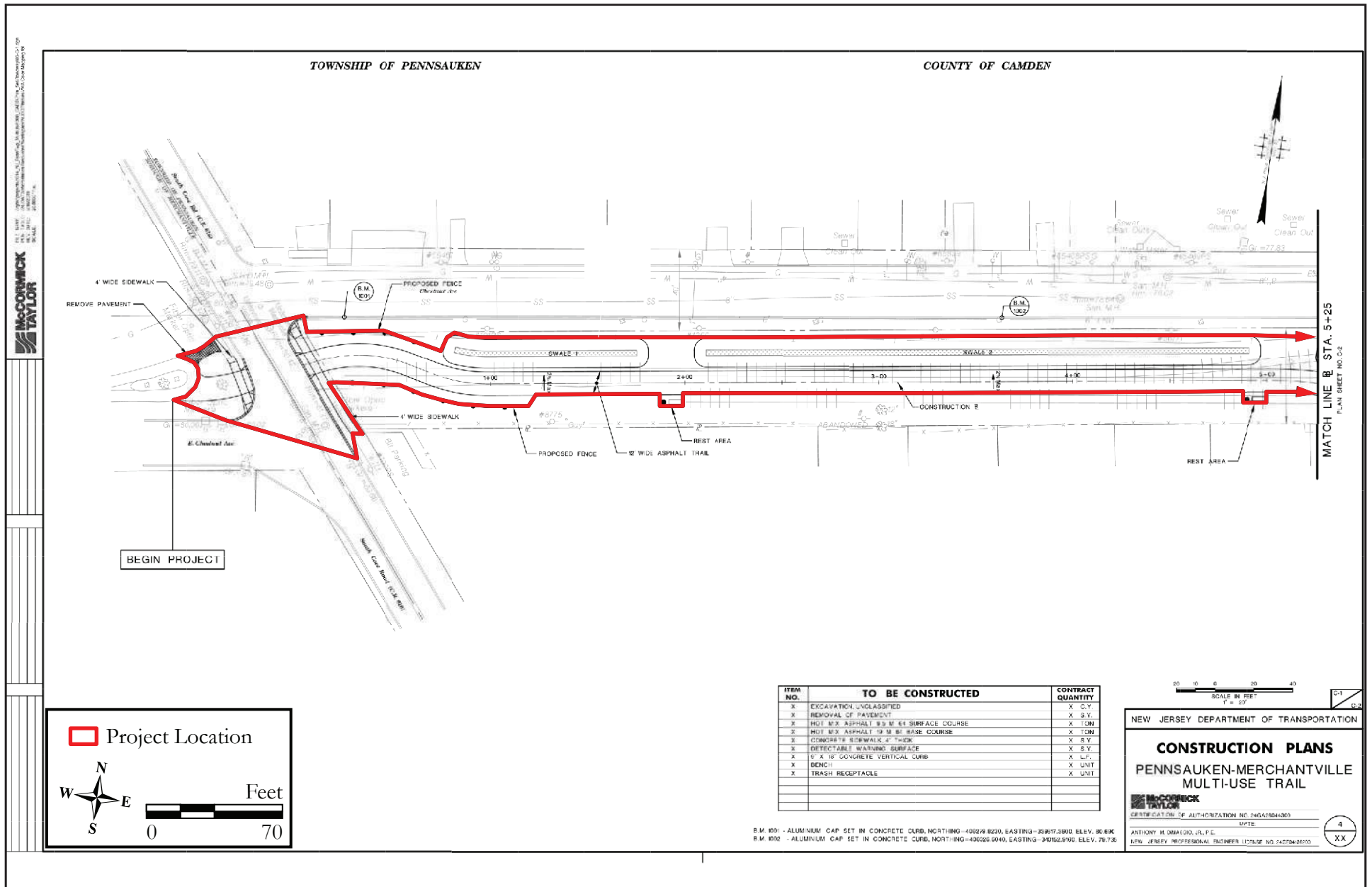


Figure 3a: Construction plans, Sheet C-1  
(from McCormick Taylor 2020).

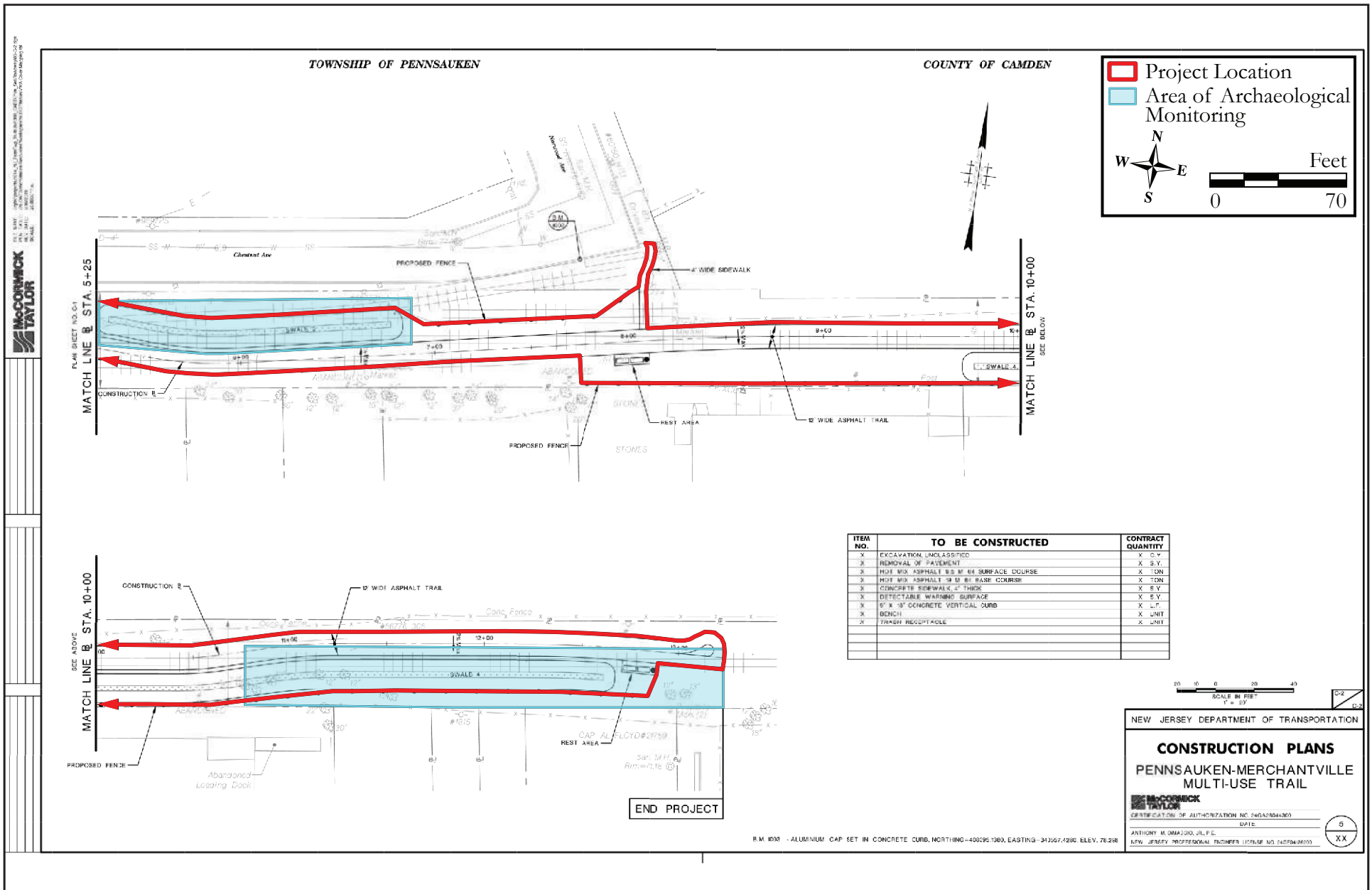


Figure 3b: Construction plans, Sheet C-2  
(from McCormick Taylor 2020).

## **APPENDIX B: QUALIFICATIONS OF THE SENIOR ARCHAEOLOGIST**





## SEAN A. McHUGH

### SENIOR ARCHAEOLOGIST (36 CFR 61)

Sean McHugh has worked on numerous archaeological investigations (Phase I-III) in New Jersey, New York, Pennsylvania, Delaware, Maryland, Ohio, Kentucky, West Virginia, Virginia as well as the U.S. Territory of Puerto Rico and Jamaica, W.I. His interests and research includes American Military History and cartographical analysis. Mr. McHugh also serves as an adjunct professor at Monmouth University and instructor at the University's Archaeology Field School. Mr. McHugh meets the qualifications set forth in the Secretary of Interior's Standards for Archaeologists [36 CFR 61].

#### **EDUCATION:**

- 2009 Monmouth University, *Master of Arts, History, with Distinction*  
Thesis: *Charles Rau and the Keyport Shell Heap: Understanding New Jersey's First Archaeological Excavation in its Historic Context*
- 2002 Monmouth University, *Bachelor of Arts, History*  
Senior Thesis: *Ineffectiveness of Coastal Defenses Against Nazi U-Boats Off the Coast of New Jersey During World War II*

#### **PROFESSIONAL EXPERIENCE:**

**Richard Grubb & Associates, Inc. (Cranbury, New Jersey):** *Senior Archeologist & Lead GIS Specialist (2010-Present)* Serves as Principal Investigator for cultural resources investigations the Mid-Atlantic region. Mr. McHugh supervises and directs the background research, field survey and report preparation for projects requiring regulatory approval from various Federal and State agencies and have authored, co-authored, and overseen over 200 cultural resource management reports.

**Monmouth University (West Long Branch, New Jersey):** *Adjunct Professor, Department of History and Anthropology.* Serves as an Adjunct Professor in the Department of History and Anthropology. Primary role was to instruct students taking courses in Revolutionary War, Geography, and GIS courses, and is the Co-director of the Monmouth University Archaeological Field School, both locally and abroad.

**ARCH2, Inc. (Metuchen, New Jersey):** *Archeologist (2009-2010)* served as Principal Investigator for various cell-tower and archaeological monitoring projects throughout New Jersey.

**Cultural Resource Consulting Group (Highland Park, New Jersey):** *Field and Lab Technician/Crew Chief & Draftsperson (2002-2005/2005-2009)* As an archaeological crew chief, responsible for the supervision crew members and ensured that tasks were performed in the manner specified by the field director and/or principal investigator; and was in charge in the absence of both. Additional responsibilities included surveying, recording, and equipment maintenance. Participated on various Phase I/II/III investigations throughout New Jersey, New York, and Pennsylvania. As Draftsperson, responsible for developing all the graphics for technical reports. As field and lab technician, conducted various Phase I/II/III investigations throughout Delaware, Virginia, New Jersey, New York, and Pennsylvania.

#### **CERTIFICATIONS & TRAINING:**

Register of Professional Archaeologists (Since 2010)

40-hour Health and Safety Training for Hazardous Waste Operations and Emergency Response (OSHA 29 CFR 1910.120) (June 2016);  
8-hour HAZWOPER Refresher (April 2020)

#### **REPRESENTATIVE PROJECT EXPERIENCE:**

**Supplemental Phase I/II Archaeological Survey, Deal Land 35 LLC, Block 33, Lot 19.01, Ocean Township, Monmouth County NJ (Sponsor: Deal Land 35 LLC)** Principal Investigator, Senior Archaeologist for the Supplemental Phase I/II archaeological survey performed in connect with the proposed mixed commercial and residential development that includes approximately 24 of the 31.08 acre-parcel. The Phase supplemental II archaeological survey re-examined the Eden Woolley Farm Native American site (28-Mo-301) Subsequent Phase II excavations recovered 289 prehistoric artifacts that included tools, debitage, and prehistoric ceramics. In addition, 874 historic period artifacts were recovered comprised of a dense backyard deposit resulting from the domestic occupation of the property from the late seventeenth century into the early portion of the eighteenth century. Recommended the historic component of the site eligible, along within confirming the eligibility of prehistoric component for listing on the National Register of Historic Places. The NJHPO subsequently concurred with RGA's assessment.

## **REPRESENTATIVE PROJECT EXPERIENCE, continued:**

**Cooper's Poynt Waterfront Park and Road Project, City of Camden, Camden County, NJ (Sponsor: New Jersey Economic Development Authority)** Principal Investigator, Senior Archaeologist for the archaeological monitoring and archaeological investigations performed in connection with the proposed Cooper's Poynt Waterfront Park and Road project. Background research indicated that the APE had a high potential for historic archaeological resources related to eighteenth- and nineteenth-century wharfs and piers associated with various historic ferry services, as well as nineteenth-century industrial structures relating to the Camden and Atlantic Railroad and a former sawmill complex. Archaeological monitoring during excavations for an electrical manhole identified intact stratigraphy within the trench box adjacent to Beach Street/Delaware Avenue. Archaeological investigations, including limited subsurface testing, yielded a potentially significant multi-component archaeological site: the Waterfront Park Site (28-CA-169). Phase II investigations identified artifacts and cultural features relating to an eighteenth-century ferry/tavern house and a prehistoric site dating from the Woodland period. As a result of the Phase II survey, the Waterfront Park Site was recommended eligible of listing on the National Register of Historic Places for its potential to yield important information into the prehistory and history of this area, and for its association with the lives of the Cooper family, who are significant to the history of Camden.

**Cornerstone at Delanco Development, Delanco Township, Burlington County, NJ (Sponsor: Walters Group)** Principal Investigator, Senior Archaeologist for Phase I and II archaeological surveys for the proposed Cornerstone at Delanco residential development in Burlington County. The Phase I archaeological survey identified the potentially significant multi-component Rhawn site (28-Bu-915). Subsequent Phase II archaeological investigations, including the excavation of eight excavation units, recovered 1,180 prehistoric artifacts that included tools, debitage, prehistoric ceramics, and calcined bone. In addition, several culture features were identified providing a high degree of integrity. A total 2,583 historic period artifacts were recovered comprised of a dense backyard deposit resulting from the domestic occupation of the property from the nineteenth century through into the late twentieth century. Recommended the prehistoric component of the site eligible for listing on the National Register of Historic Places. The NJHPO subsequently concurred with RGA's assessment.

**Evergreen Abbott Creek Mitigation Bank, Fairfield Township, Cumberland County, NJ (Sponsor: Evergreen Environmental, LLC)** Co-Principal Investigator for Phase IA/IB archaeological surveys within the Area of Potential Effects (APE) for the proposed Evergreen Abbot Creek Wetland Mitigation Bank project. The Phase IA archaeological survey determined that upland portions of the APE-Archaeology had the potential to contain significant prehistoric and historic archaeological resources. Phase IB archaeological fieldwork resulted in the identification of the potentially significant Sheppard Farm Prehistoric Site (28-Cu-203), a Late Woodland period camp site, and the Sheppard Farm Historic Site (28-Cu-205), consisting of archaeological resources possibly related to colonial period domestic occupation of the APE. As a result of the survey, the NJHPO determined that both sites were eligible for listing on the National Register of Historic Places. All work was performed in compliance with Section 106 of the National Historic Preservation Act and the Coastal Area Facility Review Act.

**Claypit Creek Area Facility Improvements, Hartshorne Woods Park, Middletown Township, Monmouth County, NJ (Sponsor: Monmouth County Park System)** Principal Investigator, Senior Archaeologist for a Phase I archaeological survey for proposed improvements at the Claypit Creek Area in Hartshorne Woods Park. The surveys identified two potentially significant archaeological sites in the APE: the historic Mill House site (28-Mo-412) associated with the occupations of a former late eighteenth-century mill house; and the Randall site (28-Mo-411), a multi-component site containing two loci of Native American and historic period artifacts and features. Determined that the proposed project plans could be undertaken without effecting these potentially significant sites.

**TD Bank Site, Freehold Township, Monmouth County, NJ (Sponsor: TD Bank)** Senior Archaeologist for a Phase I/II Archaeological Survey for the proposed TD Bank Site. The survey encountered an archaeological site associated with peripheral activities of the early nineteenth to early twentieth-century Paradise Grove School. The site was determined not eligible for listing on the National Register of Historic Places. No further archaeological survey was recommended.

**Burman Wetland Mitigation Bank Site, Egg Harbor Township, Atlantic County, NJ (Sponsor: Atlantic County)** Senior Archaeologist for Phase IA and IB archaeological surveys for the proposed wetland mitigation bank site. The archaeological surveys identified the site of the Stacy Powell Blacksmith Shop, and domestic and architectural artifacts associated with the nearby National Register-eligible Andrew B. Scull house. The Stacy Powell Blacksmith Shop Site was recommended eligible for listing on the National Register of Historic Places, and upon review, the New Jersey Historic Preservation Office concurred. Consultation with representatives from the Historic Preservation Office, Atlantic County, the Army Corps of Engineers, and stakeholders resulted in project redesign and avoidance of the site. The work was required for compliance with Section 106 of the National Historic Preservation Act.

## **SELECTED PUBLICATIONS AND LECTURES:**

"So, where did you put the datum, I thought you had it? A comparison between the philosophy and reality of mapping Jockey Hollow. Jockey Hollow, Morristown National Historical Park, Morristown, Morris County, New Jersey." Middle Atlantic Archaeological Conference, Ocean City, Md. (2019)

"The Original Booze Cruise; The results of monitoring and investigations at the Cooper's Poynt, Waterfront park site (28-Ca-169), City of Camden, New Jersey." Middle Atlantic Archaeological Conference, Virginia Beach, VA. (2018)

Session Chair. *Predictive Models: Let's Put Them to the Test.* Middle Atlantic Archaeological Conference, Ocean City, MD. (2015)

"A Forgotten Town on a Forgotten Road: The Archaeology of the Pine Barrens Heritage at the Storied Cedar Bridge Tavern." Council for Northeast Historical Archaeology, Long Branch, NJ. (with Dr. Richard Veit). (2014)

*Charles Conrad Abbott's Archaeological Investigations at the Seventeenth-Century House on Burlington Island. In Historical Archaeology of the Delaware Valley, 1600-1850.* Ed. Richard Veit and Dave Orr, pp 49-74. Knoxville, TN: The University of Tennessee Press edited by, pp 49-74. With Dillian, Carolyn, Charles Bello and Richard Veit (2014)

"Viewing the Different Encampments: The Archaeology of the America Revolution at Raritan Landing." Middle Atlantic Archaeological Conference, Virginia Beach, VA. (with Dr. Richard Veit). (2013)

"Off to war; what Archaeologists do, when they're not fighting." Middle Atlantic Archaeological Conference, Ocean City, MD (with Dr. Richard Veit). (2011)

"'The Buildings Lay Themselves Out Very Prettily:' Revisiting Henry Knox's Pluckemin Cantonment and the Corps of Artillery." Middle Atlantic Archaeological Conference, Ocean City, MD. (with Dr. Richard Veit, Dr. Burrow). (2010)

"Charles Rau and the Keyport Shell Heap: Understanding New Jersey's First Archaeological Excavation in its Historic Context." *Journal of Middle Atlantic Archaeology*, 25. (2009)

Edited CD Compilation, *Bulletin of the Archaeological Society of New Jersey*, Digitized and indexed Nos. 1-33 (1948-1976). Ed. With Greg Lattanzi, Carolyn Dillian and Charles Bello. (2009)

Edited CD Compilation, *Bulletin of the Archaeological Society of New Jersey*, Digitized and indexed Nos. 34-53 (1977-1998). Ed. With Carolyn Dillian and Charles Bello. (2009)

Edited CD Compilation, *Bulletin of the Archaeological Society of New Jersey*, Digitized and indexed Nos. 54-62 (1999-2007). Ed. With Carolyn Dillian and Charles Bello. (2009)

Edited CD Compilation, *Bulletin of the Archaeological Society of New Jersey*, Digitized and indexed Nos. 1-99 (1940-1976). Ed. With Carolyn Dillian and Charles Bello. (2009)

"Charles Conrad Abbott – Archaeological Investigations at the 17th-Century Dutch Fur Trader's House on Burlington Island, New Jersey." Archaeological Society of New Jersey Meeting. (with Charles Bello, Dr. Carolyn Dillian, and Dr. Richard Veit). (2009)

"Charles Rau and the Keyport Shell Heap: Understanding New Jersey's First Archaeological Excavation in its Historic Context." Middle Atlantic Archaeological Conference, Ocean City, MD. (2009)

"Testing other Methods to Create Fire Though Experiment." Middle Atlantic Archaeological Conference, Ocean City, MD. (2008)

"Dig This: A Look at Archeological Sites In New Jersey." Deal Historical Society, Deal, NJ (2007)

"The Art of Castrametation: Tracing the Remains of the British Camps at Raritan Landing." Council for Northeast Historical Archaeology. (with Dr. Richard Veit, Charles Bello and Robert Wiencek). (2007)

## **PROFESSIONAL ORGANIZATIONS:**

**Executive Board Member**, Archaeological Society New Jersey (2015-2020)

**Member**, Archaeological Society New Jersey

**Member**, Middle Atlantic Archaeological Conference

Philip D. Murphy, Governor  
Sheila Y. Oliver, Lieutenant Governor  
Diane Gutierrez-Scaccetti, Commissioner  
Kevin S. Corbett, President & CEO

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

**VIA FIRST CLASS MAIL AND EMAIL ([JRAFEH@TWP.PENNSAUKEN.NJ.US](mailto:JRAFEH@TWP.PENNSAUKEN.NJ.US))**

January 25, 2022

Township of Pennsauken  
5605 N. Crescent Blvd.  
Pennsauken, NJ 08110  
Attn: Mayor Jessica Rafeh

Re: NJ TRANSIT License # L0439-0328-01, Township of Pennsauken  
Fully Executed License Agreement for the Construction, Repairing and Maintenance of a  
Bicycle and Pedestrian Pathway in Pennsauken, New Jersey

Dear Mayor Rafeh:

NJ TRANSIT is pleased to enclose one fully executed License Agreement for the above Premises. Please be advised that the Licensee may not commence any improvements until design plans and specification are approved by NJ TRANSIT. Additionally, prior to commencing any improvements, Licensee must provide NJ TRANSIT a Certificate of Insurance for any contractor performing improvements in accordance with Section 17(b) of the License Agreement.

Please contact Aloysius Amaechi, NJ TRANSIT's Manager – Property Management, Lease Negotiations & Compliance, at (973) 491-7936, for assistance in coordinating Licensee's improvements and to obtain a Temporary Access Permit (T.A.P.) as required by the License Agreement to access NJ TRANSIT property.

Very truly yours,



Gregory Diaz, Director of Property Management

Enclosures

cc: A. Amaechi, Manager - Property Management, Lease Negotiations & Compliance  
M. Plesnitzer, Greystone Management Solutions  
I. Mordukhaev, Greystone Management Solutions  
B. Lazzaro (Via Email: [BLAZZARO@NJTRANSIT.COM](mailto:BLAZZARO@NJTRANSIT.COM))  
File: L0439-0328-01, Township of Pennsauken

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (hereinafter "License" or "Agreement") is made on this 15 day of November 2021, between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105-2246, (hereinafter referred to as ("NJ TRANSIT") and Township of Pennsauken, a municipal corporation, with an office located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT owns the property described as two parcels of land collectively containing approximately 188,615 square feet (4.33 acres), located on NJ TRANSIT's Pemberton Branch Line between Mile Posts 03.28 through 03.85 and 04.50 through 05.00, in the Township of Pennsauken, County of Camden, State of New Jersey (hereinafter "License Areas"), as shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain a license from NJ TRANSIT for the purpose of constructing, repairing, and maintaining a bicycle and pedestrian pathway (the "Project") in the License Areas; and

WHEREAS, the parties have agreed that NJ TRANSIT will grant unto Licensee permission to use the License Areas solely for the Project, pursuant to the terms and conditions as herein set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, NJ TRANSIT does hereby grant to Licensee permission to utilize the License Area for the purposes set forth herein, subject to the following terms and conditions:

1. **Term of License**

NJ TRANSIT grants Licensee subject to the terms of this License Agreement permission to enter upon and continue to use the License Areas for the purposes stated herein for a term of one (1) year ("Term") commencing on the date of execution of this License (the "Commencement Date"). Provided neither the Licensee and NJ TRANSIT are in default of this License Agreement, the Agreement will automatically extend from year to year thereafter upon the same terms and conditions as set forth herein, unless terminated by written notice of either party within thirty (30) days of the end of the initial term or any subsequent renewal.

The provisions of this paragraph are in addition to and not in derogation of NJ TRANSIT's termination rights pursuant to Paragraph 20 herein.

2. **Location of License Area**

The construction, repair, and maintenance of the Project in the License Areas is solely restricted to the areas shown and depicted in Exhibit A, referred to as the License Areas. At no time shall Licensee interfere with or impair in any way with NJ TRANSIT's operations. Licensee shall not use the space adjacent to the License Areas or any other space not specifically licensed to Licensee.

In the event that during the term of this License, NJ TRANSIT undertakes activities at or near the License Areas which may involve hazardous or offensive activities, including but not limited to, the placement of construction facilities, equipment, and materials in the immediate vicinity of the License Area, Licensee agrees that neither NJ TRANSIT nor its contractor shall be held liable for

any annoyance, disturbance, or loss of business or use due to these activities and/or conditions.

3. **Use**

The License Area shall be used solely for the purpose of constructing, operating, maintaining, repairing, and replacing improvements pertaining to the Project's bicycle and pedestrian pathway and for no other purpose or use. With the sole exception of emergency vehicles, motorized vehicles of any kind are strictly prohibited in the License Area. Licensee shall not use and shall not allow, permit, or suffer the License Area, or any part thereof, to be used for any other purpose without the prior written consent of NJ TRANSIT, which may be granted or denied in NJ TRANSIT's sole and absolute discretion.

4. **Fee**

Licensee shall pay NJ TRANSIT an annual fee of Three Hundred Dollars (\$300.00) ("Annual Fee") for the License Area. The Annual Fee shall thereafter increase by two and one-half percent (2.5%) on each anniversary of the Commencement Date, as defined above in Section 1. The Annual Fee is due and payable on each anniversary of the Commencement Date on the date of each renewal. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

5. **Signage**

Licensee shall, at its sole cost and expense, purchase and install appropriate signage to be displayed at each entrance to the License Areas specifying the rules of usage of the bicycle and pedestrian walkway. All signs to be placed on the License Areas shall have the prior written approval of NJ TRANSIT. All signs shall be maintained in good condition by Licensee during the term of the License Agreement and shall be removed by Licensee, at its expense, upon the expiration or early termination of this License Agreement or upon NJ TRANSIT's request.

6. **Improvements**

(a) Licensee shall submit, no later than one hundred eighty (180) days after the Commencement Date, construction plans for review and approval by NJ TRANSIT's Rail Operations Department showing any improvements to the License Areas in accordance with Section 6(c) of this License. Additionally, Licensee shall submit a written description of the improvements to be constructed and maintained by the Licensee in connection with the Project. NJ TRANSIT shall review and approve the submitted construction plans within ninety (90) days of Licensee's submission. NJ TRANSIT's approval of said plans is not a warranty as to the quality of Licensee's designs and construction of the improvements.

(b) All improvements made by Licensee pursuant to this License shall be made at Licensee's own cost and expense.

(c) All Project plans and construction work related to the Project must be coordinated upon notice to and in advance with NJ TRANSIT through its Rail Operations Department. NJ TRANSIT's decision to approve or reject the proposed plans and construction work shall be sole and absolute. Licensee shall bear all costs incurred upon the preparation and submission of all plans and revised plans. All costs to NJ TRANSIT associated with the construction and maintenance of the Project shall be billed to Licensee for reimbursement and Licensee shall pay such amounts to NJ TRANSIT within thirty (30) days of its receipt of same. Licensee specifically acknowledges that all work in the License Area must be done in accordance with NJ TRANSIT's "Guidelines for Working Within or In Vicinity of NJ TRANSIT's Right-of-Way," a copy of which is attached hereto as Exhibit B, which Rules include, among other things, a

requirement that Licensee reimburse NJ TRANSIT for all flagging costs incurred in connection with construction activities within the License Areas.

- (d) Licensee hereby waives any claim against NJ TRANSIT and shall indemnify and hold harmless NJ TRANSIT from any claims, lawsuits, and actions arising out of NJ TRANSIT's review and approval of the improvements to the License Areas.
- (e) Prior to commencement of construction, Licensee shall provide NJ TRANSIT with a cable mark-out. If a cable exists within the License Area, Licensee must identify the owner of said cable and confirm ownership. All cables shall be protected by the Licensee from damage during construction.
- (f) Prior to commencement of construction, Licensee shall obtain, at its sole cost and expense, all necessary approvals and permits, if any, from federal, state and municipal governments.
- (g) If any part of the Project traverses through freshwater wetlands or wooded areas, Licensee shall, at its sole cost and expense, obtain all necessary permits to cross wetlands and for any reforestation requirements.
- (h) Prior to commencement of construction, Licensee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities.
- (i) All drainage in the License Area that is constructed and/or improved in connection with the Project must drain away from the right-of-way.
- (j) Licensee's plans shall depict and state, including, but not limited to, the following:
  - (i) Improvements to the bridge running across Route 130 and how the bridge shall be used by Licensee;
  - (ii) Installation of a standard Department of Transportation roadway fence along both sides of the bridge crossing Route 130; and
  - (iii) Installation of a fence across the bridge which crosses NJ TRANSIT's Atlantic City Line which shall restrict entry by users of the License Area.
- (k) Prior to commencement of construction, Licensee shall obtain approval of all improvements to the License Areas from the Consolidated Rail Corporation ("Conrail"). Licensee shall copy NJ TRANSIT on all communications to and from Conrail and provide NJ Transit Conrail's approval of all improvements to the License Areas.
- (l) Licensee must obtain a Temporary Access Permit ("TAP") from NJ TRANSIT and enter into an agreement with NJ TRANSIT for construction support services in order to perform work in the License Areas.
- (m) NJ TRANSIT, at its sole cost and expense, shall be responsible for the removal of all railroad tracks situated on the License Area. Licensee, at its sole cost and expense, shall be responsible for the removal of all railroad ties situated on the License Area. Licensee is aware that railroad ties have been treated with preservative and that ties must be properly managed and disposed of consistent with all applicable regulations. Additionally, any track roadbed material, including but not limited to ballast stone, soils, fines, debris, that is disturbed and will be removed from the area must also be properly managed and disposed of or recycled consistent with all applicable regulations.

(n) Licensee shall not open the License Areas to the general public until NJ TRANSIT has inspected the License Areas and determined that Licensee's improvements have been completed in accordance with Licensee's construction plans that were approved by NJ TRANSIT. NJ TRANSIT will be fully reimbursed by Licensee for the cost of all inspection personnel. NJ TRANSIT shall complete the inspection and consent to opening if found to be in compliance within 60 (sixty) days of the request.

(o) Licensee, at its sole cost and expense, shall be responsible for the removal of any materials, including but not limited to, soils, groundwater, and brush from the License Areas and must ensure that the disposal of such material is managed properly and in accordance with applicable laws, rules, and regulations.

(p) Notwithstanding the above, Licensee shall not make any improvements on or to the License Areas at any time without the prior written consent of NJ TRANSIT.

7. **Title**

NJ TRANSIT makes no warranties, covenants, or representations with respect to the quality of NJ TRANSIT's title to the License Areas. This License is specifically subject to all easements, restrictions, and covenants of record.

8. **Utilities**

(a) Licensee shall pay for any and all utilities, including, but not limited to, electric service charges, used in the License Area. NJ TRANSIT shall not be liable for any suspension of any utilities during the term of the License Agreement.

(b) NJ TRANSIT makes no representations as to the availability of utilities in the License Area.

9. **Services**

Licensee acknowledges that NJ TRANSIT shall not provide any services for the License Area.

10. **Maintenance, Repairs and Security**

(a) Except as set forth in Section 10(c), Licensee, at its sole cost and expense, shall maintain the License Areas in constant good order, repair, and safe condition and shall make all repairs to the License Areas, including the bridge crossing Route 130, which are necessary or desirable to keep the License Areas and the bridge crossing Route 130 in good order and repair, including but not limited to, snow removal and de-icing, landscaping, and litter control, and shall repair and replace all improvements made to the License Areas and the bridge crossing Route 130. Licensee shall keep the License Areas free from any nuisance, including but not limited to, vermin, escaping offensive odors, and hazardous conditions. Licensee shall maintain the License Areas in a clean and sanitary fashion. Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all refuse generated including, but not limited to, daily removal of all refuse and garbage.

(b) All lighting improvements made by Licensee, if any, are to be fully operational at all times. Maintenance and repairs of property lighting, if any, will be the responsibility of Licensee, and electric must be separately metered from NJ TRANSIT.

(c) NJ TRANSIT, at its sole cost and expense, shall be responsible for all maintenance and repairs relating to the structural integrity of the bridge crossing Route 130, including structural support



beams, foundation, and footings.

11. **Safety and Security**

Licensee shall, at its sole cost and expense, be responsible for the safety and security of the License Area, including, but not limited to, patrolling the License Area.

12. **Compliance with Laws**

Licensee shall comply with all the laws, ordinances, regulations and rules of the federal, state, and municipal governments which may be applicable to the use of the License Area, and shall, at its sole cost and expense, obtain such licenses, approvals or authority from federal, state or municipal governments or agencies thereof, as are necessary to operate the License Areas. All improvements constructed in connection with the Project, must comply with the requirements of the Americans with Disabilities Act ("ADA") and adhere to ADA Accessibility Guidelines as well as NJ TRANSIT's Guidelines and Standards. Licensee shall also pay any and all federal, state, municipal or other fees, assessments, or taxes imposed or levied upon such operations and shall defend and save NJ TRANSIT harmless from any and all fees, assessments, taxes, fines, or penalties arising in connection with such operations and/or any and all activities conducted on NJ TRANSIT premises by Licensee. The provisions of this License and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Environmental Regulations and Indemnity**

Licensee shall maintain and keep the License Areas, at its sole cost, in compliance with all applicable federal, state and local environmental laws, rules, and regulations including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act") the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA") and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. Licensee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Licensee shall be responsible for all remedial, investigatory and corrective measures and other such actions as may be required in connection with such laws, rules and regulations resulting from or during Licensee's use and occupancy of the License Area.

14. **Obligations of NJ TRANSIT**

NJ TRANSIT shall assume no obligation whatsoever in connection with the operation of the License Areas or the use or maintenance of the License Areas by Licensee, including, but not limited to, the provision of security or lighting, and shall not be obligated to make any repairs to the License Areas or to furnish workers, equipment, or materials in connection with such operation, maintenance, or use.

NJ TRANSIT shall not be liable to Licensee for any loss, damage, or liability of any kind or nature whatsoever sustained by Licensee, its successors or assigns by reason of NJ TRANSIT's failure to fulfill its obligations herein or by reason of any event of any kind beyond the control of NJ TRANSIT which in any way affects NJ TRANSIT's ability to perform its obligations herein. Furthermore, NJ TRANSIT shall not be liable for any loss, theft, or damage whatsoever occurring in the License Areas, to the improvements made therein or to their contents or for any loss of business which may be caused by the actions or inactions of NJ TRANSIT.

15. **Obligations of Licensee**

Licensee shall take all measures to assure the safety of the License Areas, including, but not limited to, all measures required by applicable law.

16. **Indemnity**

To the fullest extent permitted by law, Licensee, at its sole cost and expense, shall, and shall cause its Contractor to, indemnify, defend, and save harmless the State of New Jersey, NJ TRANSIT, and its operating divisions, their agents, officials, employees, servants, invitees, and any other operating authorities NJ TRANSIT may designate, (the "Indemnified Parties") against all claims, directly or indirectly, made against the Indemnified Parties or Licensee on account of injuries, death, or losses of any kind whatsoever, including, but not limited to, property losses, damages, suits, liabilities, judgments, costs and expenses which may in any way accrue against the Indemnified Parties (other than due to their own, gross negligence, or willful misconduct, NJ TRANSIT), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Areas hereunder or which may in any way result therefrom. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, promptly satisfy and discharge its obligations hereunder.

17. **Insurance**

(a) **Insurance During Use and Occupancy**

Licensee, and its contracting parties, at its expense, shall keep in force during the term of this Agreement (a) Worker's Compensation and Employer's Liability Insurance, if required by law and (b) Comprehensive General Liability Insurance to include personal injury, bodily injury, broad form property damage, operations hazard owner's protective coverage, contractual liability, products and completed operations liability in combined single limit of not less than Five Million Dollars (\$5,000,000.00). The minimum limits specified above are the minimum amounts required by NJ TRANSIT, and amounts may be revised by NJ TRANSIT from time to time to meet changed circumstances. Licensee shall provide NJ TRANSIT with a certificate of insurance evidencing the aforesaid insurance coverage upon execution of this License. NEW JERSEY TRANSIT AND THE STATE OF NEW JERSEY SHALL BE NAMED ADDITIONAL INSURED ON ALL INSURANCE POLICIES REQUIRED HEREUNDER. The insurance policies shall provide that there shall be no cancellation, change or lapse in coverage without at least thirty (30) days prior written notice to NJ TRANSIT. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Licensee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Licensee is responsible.

(b) **Insurance During Improvements and any Maintenance Period Thereafter**

The Licensee shall or shall cause any contractor retained to perform work in furtherance of any improvements as defined in Section 6 performed on the License Area to procure or cause to be procured and maintained until completion of the work or otherwise required in this Section, the types of insurance specified below:

(i) **Builder's Risk Insurance Coverage:** Shall include terrorism coverage, for 100% of the construction value of the License Area on which the work is to be executed or which is to be constructed, and shall also cover materials that will eventually form a permanent part of the finished improvements, stored in temporary structures, at off-site facilities, or in the open. The Indemnified Parties are to be named on the policy as Loss Payees, as their interests appear in this Agreement.

(ii) Fire Insurance with Extended Coverage Endorsement: Fire insurance covers damage or loss to a property because of fire. An extended coverage endorsement provides coverage beyond fire damage. It protects property against losses caused by the perils of windstorm, hail, explosion, civil commotion, riot and riot attending a strike, aircraft damage, vehicle damage, and smoke damage.

(iii) Worker's Compensation Insurance: As required by the State of New Jersey, worker's compensation insurance shall be maintained for all employees to be engaged in work on the License Area or any future work to be performed on the License Area and, in case any class of employees working on the License Area or any future work to be performed on the License Area is not protected under the Worker's Compensation Statute, Licensee shall provide and cause any additional employers to provide employer's liability insurance for the protection of such of its employees as are not otherwise protected, covering occupational disease and bacteria. Limits of Employer's Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

(iv) Commercial General Liability Insurance: Commercial General Liability Insurance with a minimum amount of \$10,000,000 combined single limit per occurrence shall be maintained, for damages arising out of bodily injuries or death and/or property damage. This policy shall name the Indemnified Parties as additional insureds. The liability policy(ies) and certificate(s) of insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability, products liability, and completed operations extending two years following completion of the work. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT's property.

(v) Automobile Liability Insurance: Automobile Liability Insurance with a minimum of \$2,000,000 combined single limit per accident for bodily injury and property damage liability shall be maintained during the period work is performed on the License Area and any future work to be performed on the License Area.

(vi) Asbestos Abatement Liability: If at any time any party is performing the removal of any Asbestos Containing Material ("ACM"), Licensee shall cause the performing party to maintain throughout the entire period of their performance of work Asbestos Abatement Liability Insurance in the amount of \$2,000,000 per loss and \$2,000,000 in the aggregate. In addition, such party shall maintain throughout the entire period of their performance of work Transportation Pollution Coverage {Form MCS90} in the amount of \$2,000,000 or statutory minimum whichever is greater.

(vii) Contractor's Pollution Liability Insurance: If at any time any party is performing environmental removal or remediation work Licensee shall cause the performing party to procure and maintain throughout their entire period of the performance of work, Contractor's Pollution Liability Insurance, including lead abatement if required, and removal operations in an amount of \$2,000,000 per occurrence and \$2,000,000 aggregate. Transport of any hazardous waste generated pursuant to the performance of work Section 6 shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater.

(viii) Railroad Protective Comprehensive General Liability Insurance: Where work performed pursuant to Section 6 includes work across, under or within 50 feet of railroad tracks or the right-of-way, Licensee shall or shall cause the Contractor to procure and maintain Railroad Protective Comprehensive General Liability Insurance (AAR – AASHTO Form) in the name of NJ TRANSIT Rail Operations and other affected railroads providing for bodily injury limits of not less than \$2,000,000 per occurrence for damage arising out of bodily injury or death, and railroad protection property damage limits of not less than \$2,000,000 for damages to or destruction of property, including the loss of use thereof, in any one occurrence, and not less than \$6,000,000 In the aggregate. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 2, Sub-Section 2, Attachment 1).

The Railroad Protection Policy must contain the following endorsements:

1. I.S.O. (Insurance Services) Office Endorsement: GL 00 30 03 83
2. Manuscript endorsement with the following wording: "It is understood and agreed that Insuring Agreements, Section II, Definitions (c) (3) is amended to read: "Any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, regardless at whose cost those services are provided."

The Contractor shall furnish to NJ TRANSIT and other specified railroads a Certificate of Insurance for Contractor's Public Liability Insurance and the original of the AAR-AASHTO policy for Railroad Protective Public Liability Insurance and all other insurance as required, prior to Execution of the Contract.

Each policy shall include specific endorsements to said policy or policies as stated in this Section providing for thirty (30) days written notice to NJ TRANSIT of any cancellation or material change in the policy.

(c) General Insurance Requirements

(i) Licensee shall provide NJ TRANSIT with evidence of such insurance coverage(s) and its contractor(s) insurance coverages prior to occupancy or commencement of alterations, additions, or improvements as outlined in this Agreement in the form of a Certificate of Insurance. Said certificate shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246.

(ii) In lieu of requiring its assignees or contractors to carry this coverage, Licensee may elect to cover them under its policies of insurance with advance written approval of NJ TRANSIT.

(iii) NJ TRANSIT reserves the right to review and amend the insurance requirements contained in this Agreement. NJ TRANSIT may require additional insurance coverage for such other hazards and in such amounts as NJ TRANSIT may reasonably require provided that such insurance is available at commercially reasonable premiums and is customarily maintained for buildings of similar construction, use and class in the area in which the License Area is located.

(iv) The Certificate of Liability Insurance must state in the description of operations section the license number and a statement that there shall be no coverage exceptions for property containing or adjacent to railroad facilities.

(v) All insurance policies shall contain an endorsement stating the following cancellation notice:  
"This policy is not subject to cancellation or material change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246."

(vi) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Licensee to hold the Indemnified Parties harmless as set forth in Section 16 above.

(vii) All insurance shall be provided by good and solvent insurers authorized to conduct business in the State of New Jersey, and having an AM Best rating of "A-" or better, and reasonably acceptable to NJ TRANSIT.

(viii) If any loss is paid to Licensee, it will be held by Licensee in trust for application to the cost of restoring, repairing, replacing or rebuilding the License Area, and will be disbursed promptly upon receipt by Licensee.

(ix) All insurance policies obtained hereunder must include waivers of subrogation against NJ TRANSIT, and shall be primary and non-contributory

(x) All insurance policies obtained hereunder shall name the Indemnified Parties as additional insureds.

**18. Acceptance**

Licensee covenants and agrees that it shall accept the License Area, including, but not limited to, the bridge crossing Route 130, in "as is" condition as of the Commencement Date. As such, NJ TRANSIT shall not be responsible for any costs or expenses necessary to permit the use of the License Areas.

**19. Revocation and Termination**

(a) If Licensee defaults on any terms or conditions set forth herein, and if such default shall not have been cured within thirty (30) days of written notice by NJ TRANSIT, NJ TRANSIT may immediately terminate this License. If NJ TRANSIT defaults on any terms or conditions set forth herein, and if such default shall not have been cured within thirty (30) days of written notice by the Licensee, Licensee may immediately terminate this License.

(b) This License may be revoked by NJ TRANSIT, in its sole discretion, without notice if any provision of this agreement is violated by Licensee. In addition, NJ TRANSIT may terminate this License without cause upon ninety (90) days' notice.

(c) Upon termination of the License, all of Licensee's property remaining in the License Areas shall be deemed abandoned and may, at the election of NJ TRANSIT, either be retained as NJ TRANSIT's property or may be removed from the License Area by NJ TRANSIT within sixty (60) days of termination. Licensee hereby waives any claims against NJ TRANSIT and shall indemnify NJ TRANSIT from any claims which may be asserted due to NJ TRANSIT's actions as specified herein.

**20. Prevailing Wage**

Licensee agrees that it will pay the prevailing wage for all laborers, craftsmen and apprentices

engaged in Licensee's improvements, alterations, repairs, maintenance, or otherwise as required by and in compliance with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) Prior to commencing improvements, alterations, repairs, maintenance, or otherwise, Licensee shall execute a certification, the form of which shall be provided by NJ TRANSIT, assuring Licensee's compliance with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.).

21. **Cross Default**

Licensee agrees that a default by the Licensee under any other license with NJ TRANSIT shall be deemed to be a default under this License.

22. **Assignment**

This License may not be assigned or transferred without the prior written consent of NJ TRANSIT.

23. **Notice**

All notices required by this License shall be sent by certified mail, return receipt requested, to the parties at the addresses listed below, unless either party shall inform the other party, in writing, of any change in designated parties or addresses.

NJ TRANSIT: Chief of Real Estate  
New Jersey Transit Corporation  
One Penn Plaza East  
Newark, New Jersey 07105-2246

Licensee: Township of Pennsauken  
5605 North Crescent Boulevard  
Pennsauken, New Jersey 08110  
Attn: Township Administrator

24. **Non-Waiver by NJ TRANSIT**

The various rights, remedies, options, and elections of NJ TRANSIT expressed herein are cumulative, and the failure of NJ TRANSIT to enforce strict performance by Licensee of the conditions and covenants of this License or to exercise any election or option or to restore or have recourse to any remedy herein conferred or the acceptance by NJ TRANSIT of any installment of rent after breach by Licensee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future enforcement by NJ TRANSIT of any such conditions and covenants, options, elections, or remedies, but same shall continue in full force and effect.

25. **Entire Agreement**

This License embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is held to be invalid, it shall be considered deleted from this License Agreement and shall not invalidate the remaining provisions of this Agreement.

26. **Modification of Agreement and Assignment**

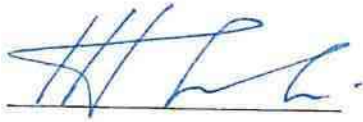
No term of the License may be changed without the prior written consent of both parties. Licensee shall not assign the License Agreement to any party without the prior written consent and approval of NJ TRANSIT.

27. **Authority to Sign**

Licensee represents that the individual executing this License on behalf of Licensee is fully authorized to do so and that the execution of this License on the part of such individual shall bind Licensee to its obligations set forth in this License.


IN WITNESS WHEREOF, the parties hereto have executed this License the 15<sup>th</sup> day of November, 2021.

WITNESS:



NEW JERSEY TRANSIT CORPORATION

By:




Carmen G. Taveras  
Chief of Real Estate,  
Economic & Transit Oriented Development

WITNESS:



TOWNSHIP OF PENNSAUKEN

By:



Name: MARCO DiBATTISTA  
Title: MAYOR

This License has been approved as to form only.

Andrew J. Bruck  
ACTING ATTORNEY GENERAL OF NEW JERSEY

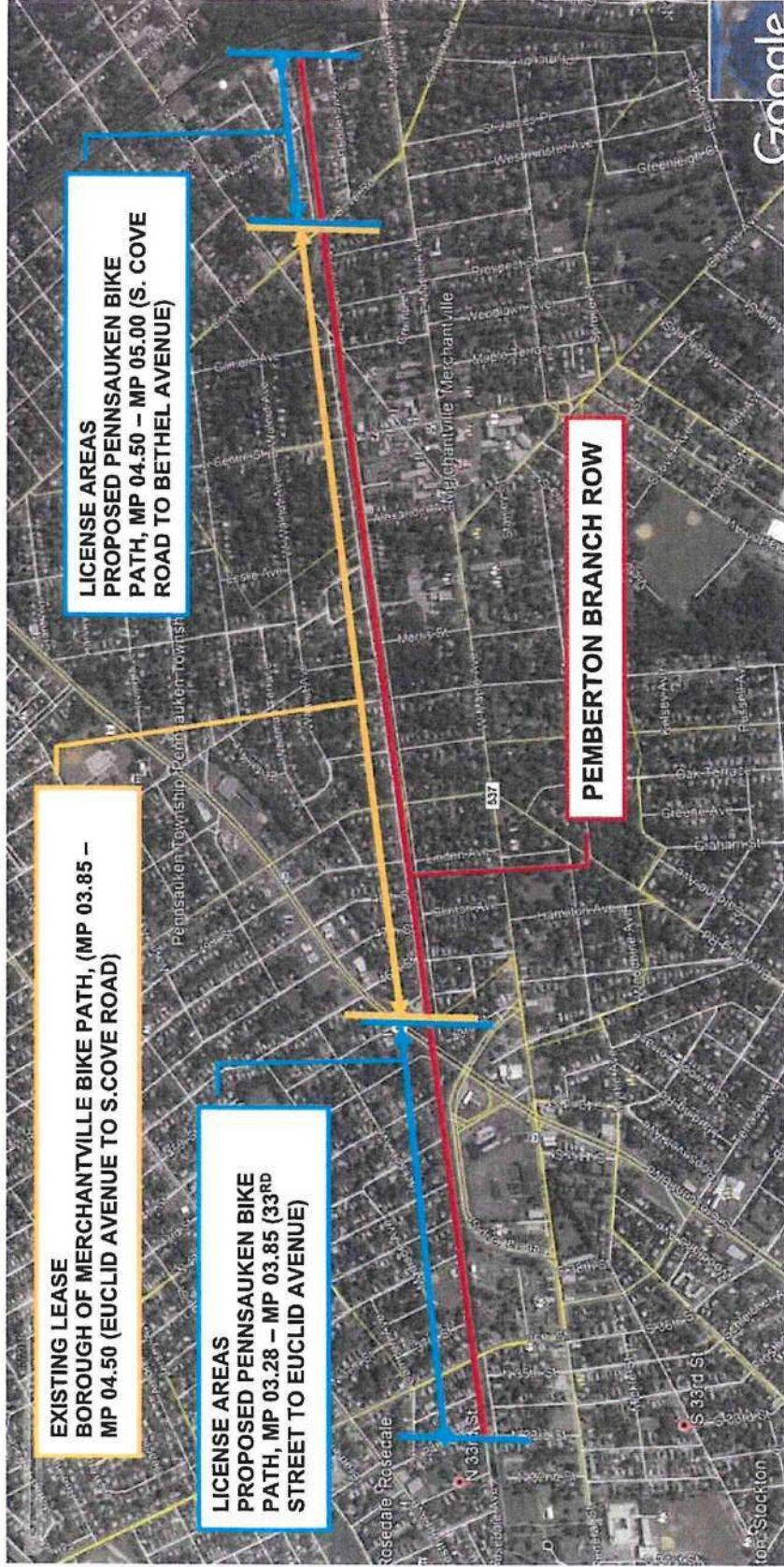
By:  12/3/21  
Deputy Attorney General

**EXHIBIT A  
LICENSE AREA**



**TOWNSHIP OF PENNSAUKEN**

**L0439-0328-01**



**EXHIBIT A-1**

**NOT TO SCALE      ADJACENT PROPERTY – 33<sup>RD</sup> STREET N AND CHESTNUT AVENUE, PENNSAUKEN**

TOWNSHIP OF PENNSAUKEN

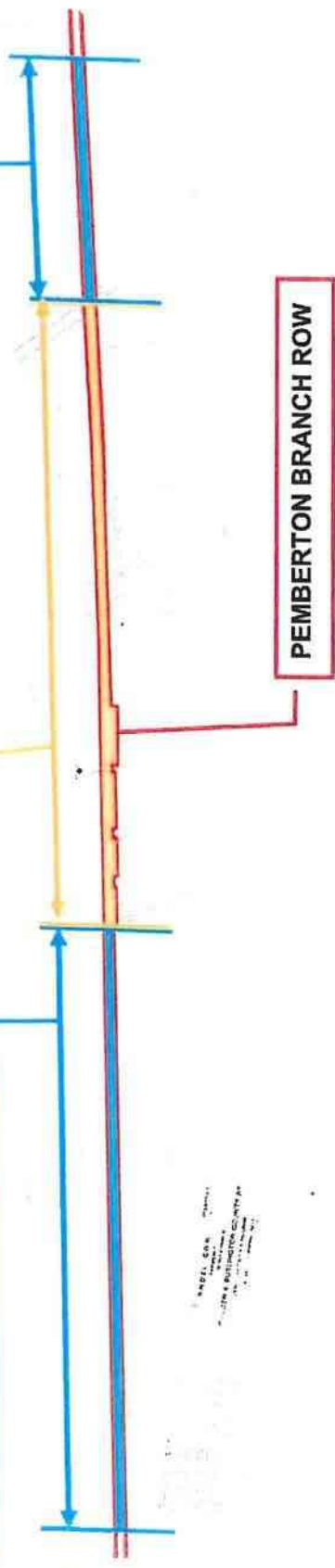
L0439-0328-01



EXISTING LEASE  
BOROUGH OF MERCHANTVILLE BIKE PATH, (MP 03.85 -  
MP 04.50 (EUCLID AVENUE TO S. COVE ROAD))

LICENSE AREAS  
PROPOSED PENNSAUKEN BIKE PATH, MP  
03.28 - MP 03.85 (33<sup>RD</sup> STREET TO EUCLID  
AVENUE)

LICENSE AREAS  
PROPOSED PENNSAUKEN BIKE PATH, MP  
04.50 - MP 05.00 (S. COVE ROAD TO  
BETHEL AVENUE)



PEMBERTON BRANCH ROW

EXHIBIT A-2

NOT TO SCALE      ADJACENT PROPERTY - 33<sup>RD</sup> STREET N AND CHESTNUT AVENUE, PENNSAUKEN

**EXHIBIT B**  
**GUIDELINES FOR WORKING WITHIN OR IN VICINITY OF NJ TRANSIT'S RIGHT-OF-WAY**

## **GUIDELINES FOR WORKING WITHIN OR IN VICINITY OF NJ TRANSIT'S RIGHT-OF-WAY**


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- 2- EP-2 Specifications For Pipeline Occupancy on NJ TRANSIT Property.**
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November 2012



**NJ TRANSIT  
RAIL OPERATION**

**GENERAL REQUIREMENTS  
FOR  
WORKING WITHIN  
THE RIGHT-OF-WAY**



**Michael Gaspartich  
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**November 2012**

## **GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY**

### **A. GENERAL INFORMATION**

Contractors shall cooperate at all times with officials of NJ TRANSIT and use all reasonable care and diligence in their work to avoid accidents, damage or unnecessary delay to, or interference with, passenger trains and other property of NJ TRANSIT. Contractors are advised that a pre-construction meeting will be required prior to any work commencing within the Right-of-Way of NJ TRANSIT property. Prior to entering NJ TRANSIT's property, all Contractors' employees must attend a Contractor Safety Training session offered by NJ TRANSIT's Safety Department. Contact NJ TRANSIT Safety Department at (973) 522-3719 to arrange for the scheduling of this program.

Contractors are to be advised that all construction operations within and over the limits of NJ TRANSIT's Right-of-Way shall be accomplished by methods which will in no way cause damage to the tracks, facilities, aerial or underground lines, embankments or drainage systems. It shall be the Contractor's responsibility to provide for protection of the tracks and embankments (as shown on approved plans or as field approved) in a safe and satisfactory manner, to install and maintain such shoring, sheeting and bracing as may be required, and to remove and dispose of such protective facilities upon completion of the work. Blasting will not be permitted on or along the Right-of-Way without prior written approval of NJ TRANSIT. All damage to NJ TRANSIT property caused by the Contractor's operations shall be repaired by the Contractor, or at the Contractor's expense by NJ TRANSIT, at the discretion of NJ TRANSIT. Work shall not continue until such damage is repaired and the railroad is back in service.

Whenever, in the judgement of NJ TRANSIT, work within or adjacent to the railroad's Right-of-Way may affect or involve the safe movement of its trains, the time and method of doing such work shall first be submitted in writing and approved by NJ TRANSIT. This approval shall not be considered as releasing the Contractor from responsibility or liability for any damage which NJ TRANSIT may suffer, or for which it may be held liable, by the action or omissions of the Contractor or those of his sub-contractors, or their employees.

Contractors shall provide written notice not less than ten (10) business days in advance of any work to be performed within or above the Right-of-Way, or other work which may affect railroad safety to: Manager, R.O.W. Engineering, NJ TRANSIT Rail Operations, One Penn Plaza East, Newark, NJ 07105.

NJ TRANSIT will require protective personnel to be on duty to protect its operations when the Contractor is working within the Right-of-Way. Flag protection will be required when the contractor is on, above or below NJ TRANSIT's property, or immediately adjacent to NJ TRANSIT property, and having the capability of obstructing an adjacent track. The specific responsibilities of the NJ TRANSIT Flaggers are to provide enforcement of NJ TRANSIT Safety and Operating rules and other items as provided in these General Requirements (as discussed in the "Contractor Safety Program"). They are not provided for engineering related matters.

Where such work is in proximity (15 feet or less) or has the potential to come in contact with overhead electrical wires or facilities, before any work proceeds, an on-site safety meeting must be conducted to determine the identity of such wires or facilities and appropriate steps to be taken. If owned by NJ TRANSIT, a qualified Class A employee(s) will be assigned who will take the necessary precautions in accordance with the NJ TRANSIT Electrical Operating Instructions. All cranes and hoisting equipment used in this application must be properly grounded in accordance with NJ TRANSIT Specification MW-252.

When Crane Operators' visibility is impaired during any hoisting operation; Spotters or qualified Groundmen shall be utilized to guide the Operator. Universal hand signals shall be utilized and their meaning clearly understood between Operator and Spotter. When visual contact between the Operator and Spotter is impaired, two-way radio contact must be utilized.

The minimum hours per day for employees engaged in flagging or protection purposes will be eight (8) hours, plus appropriate travel time. For all time over eight (8) hours, the overtime rate will be charged. Personnel used in flagging service will be paid deadhead (traveling) time to and from headquarters each day, plus transportation from headquarters to the site of the work if required (in accordance with the current collective bargaining agreement). It will be the responsibility of the Contractor to provide transportation for the Flagmen from and to the nearest NJ TRANSIT train station, as necessary.

NJ TRANSIT will assign Inspectors and/or Engineers during the time the Contractor is engaged in construction work on railroad property to provide general coordination of construction operations, to insure adherence to plans and specifications, and to insure the use of approved construction methods. It is to be understood that the providing of Inspectors, Engineers, Operators, Conductors, Flagmen or other forces, and the taking of any other precautions deemed necessary by NJ TRANSIT shall not relieve the Contractor or sub-Contractor from liability for payment of damages caused by their respective operations.

All of NJ TRANSIT's costs shall be at the prevailing rates of pay in accordance with railroad accounts, and shall include overtime burden, (if overtime pay is warranted), and Workmen's Compensation Insurance, Public Liability Insurance, Property Damage Insurance, Railroad Unemployment Insurance, Railroad Retirement, Excise Tax, Vacation allowance, and other standard and legal costs, including overhead for supervision and accounting. In general, a recommendation is made that final payment to the Contractor not be made, until NJ TRANSIT has been reimbursed in full for all of the costs.



Typically, use of NJ TRANSIT property will be restricted as follows, unless specifically authorized by the on-site NJ TRANSIT qualified employee (Flagman):

- (a) All workers must maintain a distance of no less than eighteen (18) feet from the track.
- (b) Any tools and equipment being utilized must not extend closer than eighteen (18) feet from the track.
- (c) When a train is approaching, all workers must cease work, stand clear of the track, and face the approaching train.
- (d) No worker is permitted to cross the railroad tracks at any area other than designated grade crossings.
- (e) No tools or working materials are permitted to be left along the NJ TRANSIT Right-of-Way.
- (f) In no event shall equipment or material be transported across a track or tracks without special permission and appropriate flagging protection.
- (g) All personnel, equipment and materials to be used during the construction shall be kept at all times at least fifteen (15) feet from all electrical, signal and communication systems unless protected by an Electrical, Signal or Communication's Department representative. The Contractor is responsible for damage to NJ TRANSIT property and any utilities located thereon, whether above or below ground.
- (h) All personnel, equipment and materials to be used during the construction in electrified territory shall also be kept at all times at least fifteen (15) feet from overhead trolley, messenger, static and transmission lines unless clearance and protection is provided by a qualified Electric Traction Department Class A High Tension Lineman. All work performed on or around electrical lines or equipment where arc flash hazard exists shall be governed by the latest National Fire Protection Association 70 E Requirements.
- (i) All lifting operations shall be reviewed in meeting a standard requirement for a positive block to be installed on the hoisting equipment. This positive block is required to avoid contact with facilities or interfere with safe train operations.
- (j) When construction activity involves any type of hoisting procedure adjacent to aerial lines, the Contractor shall furnish NJ TRANSIT with sufficient florescent orange rubber goods, as determined by NJ TRANSIT, to be installed as an aid for equipment Operators and Groundmen in visually locating the aerial lines, and as additional protection against damage.

**B. ERECTION, DEMOLITION OR OTHER HOISTING OPERATIONS OVER TRACKS OF NJ TRANSIT**

1. All erection, Demolition and other Hoisting Operations within NJ TRANSIT's property must be designed and carried out in accordance to NJ TRANSIT's "ENGINEERING DATA REQUIRED FOR APPROVAL OF ERECTION, DEMOLITION, OR OTHER HOISTING OPERATIONS OVER NJ TRANSIT RAIL OPERATIONS".

**C. INDEMNIFICATION**

The Contractor shall indemnify, defend, keep and save harmless NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT, (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the Indemnified Parties in consequence of the granting of a Permit or which may in anywise result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the Indemnified Parties and the Contractor shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The railroad operations at or near the Facilities involve some risk, and the Contractor, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Contractor and its employees, including property in the care, custody, and control of the Contractor, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Contractor, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

### C. INSURANCE REQUIREMENTS

In addition to other insurance carried by the Contractor, the Contractor shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

#### (a) Contractor's Comprehensive General Liability Insurance

The Contractor shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect the Contractor, NJ TRANSIT and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property and/or which arises from any of the claims indicated in Indemnification Paragraph 16 (a) and (b) against which the Contractor is required to indemnify NJ TRANSIT. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

#### (b) Automobile Liability Insurance

Minimum of two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

#### (c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Contractor shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of \$5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should the Contractor be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

**(d) Contractor's Pollution Liability Insurance**

The Contractor shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured.

**(e) Railroad Protective Public Liability Insurance**

In addition to the above, The Contractor shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and other Operating Railroad providing for a limit of not less than \$2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended).

(i) The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, One Penn Plaza East, Newark, NJ 07105-2246. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

**(f) Workers' Compensation and Employer's Liability Insurance**

The Contractor shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Contractor, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit - disease

(g) (i) All insurance required by the Permit shall be provided at the sole cost of the Contractor and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice:  
"This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey, 07105-2246."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

(h) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Contractor to hold the Indemnified Parties harmless as set forth in Paragraph C above.

(i) All insurance certificates must be mailed to NJ TRANSIT, Right-of-Way Engineering Department, c/o Manager – R.O.W. Engineering, located at One Penn Plaza East, Newark, New Jersey 07105.

#### D. MINIMUM STANDARDS FOR GEOTECHNICAL INVESTIGATIONS

Subsurface investigations made on or adjacent to the Right-of-Way should meet the minimum recommended practices as provided in Chapter 1, Volume 1, of the current AREMA Manual for Railway Engineering. Additionally, the following requirements must be met:

- Borings shall be advanced using casing or mud rotary techniques. Use of hollow stem augers below the water table is prohibited.
- All borings shall be grouted with non-shrink cement grout from the bottom to the top of the bore hole at completion. Subsequent minor surface settlement shall be back-filled with tamped earth, asphalt or finished concrete, as appropriate.
- No observation or monitoring wells shall be installed on railroad property without prior authorization of NJ TRANSIT'S Environmental Services Unit.
- No sampling of any kind shall be done on railroad property without prior authorization of NJ TRANSIT'S Environmental Services Unit.
- No work shall be done that interferes with operation and/or maintenance of the railroad unless specifically approved in a Temporary Access Permit issued by NJ TRANSIT.
- The crossing of tracks or use of tracks by personnel, equipment or material shall only be done under the protection of a qualified NJ TRANSIT representative.
- The presence of buried railroad or foreign utilities may or may not be known and any damage resulting from the investigation will be repaired as required, and all charges resulting from such damage shall be paid promptly by the Applicant in accordance with the terms of the Temporary Access Permit.
- In advance of the authorized investigation, the locations of proposed pits, boring locations, or monitoring well locations shall be marked out in the field to review the site for possible location of buried utilities or conflict with operating systems.

A reproducible location plan of proposed boring layout, test pits' locations, or monitoring well locations will be submitted with the technical specification for the work for review and approval prior to start of work. Detail of the plan shall be sufficient to permit review and comment by the Engineering and Environmental Services Departments. These plans and specifications shall be accompanied by a brief narrative of how the work will be carried out.

The location plan should provide from a licensed Land Surveyor the proposed state plane coordinates and approximate ground surface elevations of the work, and reference centerline alignment and profile of near tracks, support poles and guy anchors, existing foundations and overhead or undergrade wire, conduit, pipelines or structures. NJ TRANSIT uses State coordinate systems for horizontal control as appropriate and vertical datum based on Mean Sea Level equal to 0.0 feet in plan and nearest 0.1 feet in elevation.

Property information should be coordinated with the applicable Right-of-Way and Track Maps or Valuation Sheets. Copies of these maps can be obtained from the NJ TRANSIT Real Estate Department. These maps should be used to locate the work with respect to railroad stationing, structure number and mile post.

A draft summary Engineering Report shall be prepared signed and sealed by the licensed professional Engineer in charge of the work. Upon review and comment by NJ TRANSIT, three copies of the final report shall be submitted for record.

**E. ADDITIONAL REQUIREMENTS FOR PIPELINE OCCUPANCIES**

The Contractor shall be responsible for compliance with all provisions of NJ TRANSIT Specification EP-2 and shall comply with all reasonable requests from NJ TRANSIT.

The Contractor shall be responsible to furnish all labor, materials and equipment necessary to install the casing and carrier pipes as referred to in the executed Occupancy Permit and as shown on the approved contract documents. The Contractor shall be responsible for notification to NJ TRANSIT and the appropriate utility companies for surface markout, and NJ TRANSIT shall be responsible for markout of its own facilities potentially affected by the installation.

If the jacking pit/boring equipment is constructed such that verbal communications are limited, universal hand signals shall be utilized and their meaning clearly understood between all employees. When visual contact between key operators and support groundmen cannot be adequately maintained, two-way radio contact must be utilized.

The Contractor must provide material certifications for all material to be installed and must prepare and submit for review (allowing 30 days) detailed drawings and supporting calculations (all signed and sealed by a professional Engineer licensed in the State where the work is being performed) showing the proposed methods of crossing; including jacking pit details, shoring, bracing, dewatering methods, pushing backstops, receiving pits, grade and alignment controls, catalog cuts on jacking equipment, and narrative methods for installing casing and carrier pipe.

The Contractors must be prepared to work continuously and complete the jacking operation below the tracks once the live load influence line has been entered by the auger/casing.

The use of water or other liquids to facilitate conventional casing emplacement and soil removal is prohibited. If during installation, an obstruction is encountered which prevents installation of the pipe in accordance with the approved plans, the pipe shall be abandoned in place and immediately filled with grout. A revised installation plan must be submitted for approval.

When water is known or expected to be encountered, a designed dewatering system with pumps of sufficient capacity shall be utilized to handle the flow in such a fashion which does not allow groundwater to affect the installation or NJ TRANSIT's property. When dewatering, close observation shall be maintained to detect any settlement or displacement of the embankments, tracks and other facilities.

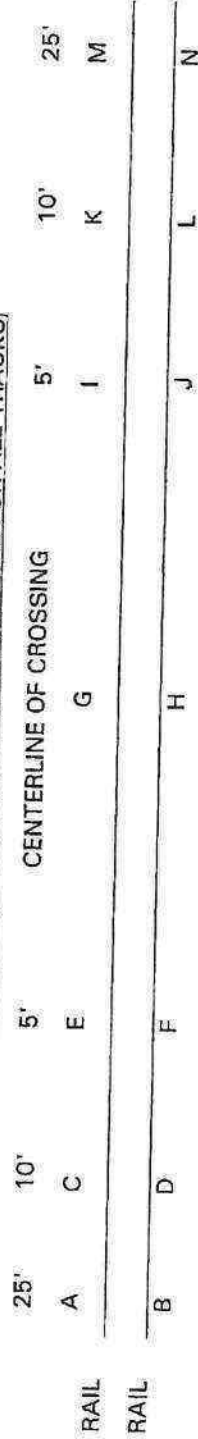
As part of the jacking operation, the Contractor shall be responsible for the completion of Survey Control Monitoring to verify track movement prior to, during, and at a point after completion. The survey monitoring procedure and location layout can be site-specific modified, but, must generally follow those as shown on the attached. The survey monitoring procedure must be completed and signed by a Licensed Land Surveyor.

**F. SURVEY MONITORING PROCEDURES FOR SUBSURFACE PIPELINE INSTALLATION**

ACTIVITY FREQUENCY	LOCATION OF SETTLEMENT POINTS	FREQUENCY
Prior to installation and disturbance of the property.	The top of each rail at the centerline of crossing, 5', 10', and 25' on each side of the crossing, or as directed by the Manager, Right-of-Way Engineering, or his designee. When temporary track supports have been installed only the running rails shall be monitored.	Take 3 sets of readings with at least 1 train passing the area between readings for a base level measurement. All readings to be measured to the nearest 0.001 ft.
Installation of the casing, grouting operation and during dewatering operation.	All points noted above and as required by NJ TRANSIT on the Contractor's approved dewatering plans.	Immediately prior to start and continuously during jacking, and all grouting operations. Daily during all dewatering activities for the first 7 days and then twice weekly.
At completion of jacking as necessary.	All points noted above.	After 1 train, after 5 trains, after 1 day, after 1 week, after 1 month or as directed by the Manager, Right-of-Way Engineering, or his designee.

Should the total changes in rail elevations for any pair of adjacent points exceed the established base elevations by 0.02 ft., the Surveyor shall immediately notify the Manager, Right-of-Way Engineering, or his designee. All readings shall be transmitted directly to the NJ TRANSIT Resident Engineer within 24 hours of taking the measurement. Elevations shall be referenced to a U.S.G.S. benchmark and survey runs shall be reported with the proper closure errors. Readings and elevations shall be certified by a licensed Land Surveyor. Copies of the field data shall be maintained on-site by the Applicant's Engineer. Review of the survey data by NJ TRANSIT will be made at the end of the first month following the jacking operation to determine the need for additional elevation measurements.

TRACK SURVEY MONITORING POINTS (TYPICAL FOR ALL TRACKS)




**NOTE:** All field markouts shall be accomplished using a paint or keel marker. Chisel cuts are prohibited on the rail.





**SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
ON  
NEW JERSEY TRANSIT PROPERTY**

**EP - 2**



**Michael Gaspartich  
Deputy General Manager  
For Infrastructure Engineering**

**November 2012**

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## **A. GENERAL REQUIREMENTS**

### **1. SCOPE**

- a. These specifications apply to the design, construction and maintenance of pipelines and casings carrying flammable and non-flammable substances, containing wires and cables, under, over, across and longitudinally along NJ TRANSIT property, right-of-way and facilities. References made to "State", unless otherwise noted, is typically meant to be the State of New Jersey. When the occupancy is in the State of New York, State of New York requirements shall be substituted for New Jersey in the applicable specifications.
- b. NJ TRANSIT owns its right-of-way for the primary purpose of operating a railroad. All occupancies shall therefore be designed and constructed so that operations and facilities are not interfered with, interrupted or endangered. In addition, the proposed facility shall be located to minimize encumbrance to the right-of-way so that the railroad will have unrestricted use of its property for current and future operations.

### **2. APPLICATION FOR OCCUPANCY PERMIT**

- a. Individuals, Owners, Corporations and Municipalities (hereinafter known as the Applicant) desiring occupancy on NJ TRANSIT property must agree, upon approval of the construction plans by NJ TRANSIT, to execute an appropriate Occupancy Permit and pay any required fees and/or rentals outlined therein.
- b. Application for an Occupancy Permit shall be made by letter addressed to Manager, Property Management Permits, NJ TRANSIT Real Estate Department, One Penn Plaza East, Newark, New Jersey 07105-2246. The application must provide the following information:
  1. Name of Applicant desiring the occupancy.
  2. Complete mailing address of Applicant.
  3. Name and title of person who will sign the Occupancy Permit.
  4. The State in which the Applicant is incorporated.
  5. Complete description of the project, including installation, location and specific details of the occupancy.
- c. No entry upon NJ TRANSIT property for the purpose of conducting surveys, field inspections, obtaining soil information, or for any other purpose required for the design and engineering of the proposed occupancy, will be allowed without a Temporary Access Permit executed by NJ TRANSIT. The Applicant must apply for the Temporary Access Permit and pay any associated fees. Such applications should be initiated by contacting the Property Manager per paragraph 2b above.

- d. It is to be clearly understood that the issuance of a Temporary Access Permit does not constitute authority to proceed with the actual construction. Actual construction cannot begin until a formal Occupancy Permit has been fully executed by NJ TRANSIT and authorization to proceed has been granted.

### 3. SUBMISSION OF PLANS AND DOCUMENTATION

- a. All Occupancy Permit applications shall be accompanied by ten complete sets of all project construction plans, specifications and computations covering the proposed occupancy. The construction plans, specifications and computations shall be signed and sealed by a Licensed Professional Engineer registered in the State of New Jersey. If the plans, specifications and computations (including those submitted by contractors or suppliers) are not signed and sealed, they will be given no further consideration.
- b. Two full size sets and eight half size sets (11" x 17") of plans for proposed pipeline occupancy shall be submitted to NJ TRANSIT. The half size plans are to be folded to an 8-1/2" x 11" size, with a 1-1/2 inch margin on the left hand side and a 1 inch margin on the top, so that they can be secured at the upper left hand corner and still be unfolded to full size without being removed from the file. After folding, the title block or any other identification of the plans shall be visible at the lower right hand corner without the necessity of unfolding. Each plan shall bear an individual identifying number and an original issue date, together with subsequent revision dates. Revisions shall be clearly identified on the plans so that it is readily apparent as to what revisions were made and when. All plan sheets are to be folded individually and, where more than one plan is involved, the plan sheets shall be assembled into complete sets before submission to NJ TRANSIT. Upon completion of the project, as-built plans shall also be provided in a viewable CD ROM format.
- c. Failure of the Applicant to comply with these requirements may be sufficient cause for rejection of the application.
- d. Plans shall be drawn to scale, and a bar scale shall be provided. As a minimum, the following information shall be included:
  - 1. Plan view of proposed pipeline in relation to all NJ TRANSIT facilities and facilities immediately adjacent to NJ TRANSIT including, but not limited to, tracks, buildings, signals, pole lines, other utilities and all other facilities that may affect or influence the pipeline design and construction. The right-of-way property line shall be clearly delineated (see Section D "DESIGN STANDARDS").
  - 2. Location of centerline of pipe (in feet) from the nearest railroad milepost, centerline of a railroad bridge (giving bridge milepost number), or centerline of an existing or former passenger station. In all cases, the names of the municipality and the county in which the proposed facilities are located must be shown.

3. Profile of ground at centerline of pipe (from field survey) showing the relationship of the pipe and casing to ground level, tracks and other facilities (see Section D). For longitudinal occupations, the profile of adjacent track or tracks must be shown (see Section D). The location and description of benchmarks used in the field survey shall be given, and elevations shall be referenced to the current National Geodetic Vertical Datum (NGVD 1929; Sandy Hook, NJ).
  4. If the pipeline is in a public highway, the limits of the right-of-way for the highway shall be clearly indicated with dimensions from the centerline.
  5. The angle of crossings in relation to the centerline of tracks.
  6. Location and description of valves or control stations of the pipeline, or junction boxes and splice points for cable conduits, shall be clearly shown on the plans.
  7. The Pipeline Crossing Data Sheet must be completed and shown on the plans submitted for approval (see Section D).
  8. Location and description of all appurtenances, manholes and other accesses shall be shown on the plans.
- e. The plans must be specific as to:
1. Method of construction and installation.
  2. Size and material of casing pipe, including any insulation or coatings proposed.
  3. Size and material of carrier pipe, including any insulation or coatings proposed.
- f. Location and dimensions of jacking, boring, or tunneling pits, and of longitudinal pipeline trenches shall be shown, along with details of their sheeting and shoring. If the bottom of the excavated pit nearest the adjacent track intersects a line from a point 5 feet horizontally from center line of adjacent track at the plane of the base of rail drawn on a slope of 1-1/2 horizontal to 1 vertical, a temporary earth support system designed by a Registered Professional Engineer licensed in the State of New Jersey shall be submitted for approval. In any event, the face of the pit shall be no less than 25 feet from adjacent track, unless otherwise approved by the NJ TRANSIT. During construction, jacking, boring or tunneling pits shall be fenced, lighted, and otherwise protected as directed by the NJ TRANSIT designated field representative.
- g. If required, a dewatering plan shall be included in the submission. The dewatering plan shall include the location and dimensions of system components, structural capacity of pits, etc., and all pertinent collection and discharge data.
- h. When computer calculations are included with design calculations, the following minimum documentation shall be furnished:

1. A synopsis of the computer program(s), stating briefly: required input, method of solution, approximations used, specifications or codes used, cases considered, output generated, extent of previous usage or certification of program(s) and the name of the author of the program(s).
  2. Identification by number, indexing and cross referencing of all calculation sheets, including supplemental "long-hand" calculation sheets.
  3. Fully identified, dimensioned and annotated diagram of each member of the structure being considered.
  4. Clear identification and printing of all input and output values, including intermediate values, if such values are necessary for orderly review.
  5. Identification of the processing unit, input/output devices, storage requirements, etc., if such supplemental information is significant and necessary for evaluation of the submittal.
- i. Once an application is approved by NJ TRANSIT and the Occupancy Permit issued, no variance from the plans, specifications, methods of construction, etc. will be considered or permitted without resubmission of plans to, and receipt of approval from, NJ TRANSIT.

#### **4. PERMIT APPROVAL - NOTIFICATION TO PROCEED**

- a. **Notification to Proceed with Construction:** After approval of the engineering plans, computations and specifications, and the execution of the Occupancy Permit, the Applicant's project can be undertaken. The Applicant will notify NJ TRANSIT a minimum of ten (10) working days prior to the desired start of construction (see attached GENERAL REQUIREMENTS FOR WORKING WITHIN RIGHT OF WAY). The Applicant is responsible for notifying and coordinating the work with all utility owners as required under the New Jersey One Call System.
- b. An Occupancy Permit that has been approved by NJ TRANSIT will remain in effect for a period of two (2) years. Applicants must reapply for an Occupancy Permit if any work is to be done on NJ TRANSIT's right of way beyond the two-year limitation. Additionally, the Applicant is responsible for any Occupancy Permit revisions necessary to accommodate interim changes to existing conditions on NJ TRANSIT property.

#### **5. MODIFICATION OF EXISTING FACILITIES**

- a. Any replacement or modification of an existing carrier pipe and/or casing shall be considered a new installation subject to the requirements of these specifications.

## 6. ABANDONED FACILITIES

- a. The owner of all pipelines and other occupancies shall notify in writing, the Manager, Property Management, Permits of the intention to abandon. Failure to do so will lead to the owner being continually billed for the pipeline occupancy.
- b. Abandoned pipelines, manholes and other structures shall be removed to a minimum distance of 5 feet below finished grade. Structures below 5 feet will be completely filled with cement grout, compacted sand or other materials approved by NJ TRANSIT, using methods approved by NJ TRANSIT.

## 7. CONFLICT OF SPECIFICATIONS

- a. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree so prescribed shall be deemed a part of these specifications. Any such requirements shall be clearly referenced in the application.

## 8. GLOSSARY

*AASHTO* - American Association of State Highway and Transportation Officials

*ANSI* - American National Standards Institute

*API* - American Petroleum Institute

*AREMA* - American Railway Engineering and Maintenance-of-Way Association

*ASTM* - American Society for Testing and Materials

*Boring* - Pushing a pipe through fill material, with a boring auger rotating within the pipe to remove the soil.

*Carrier Pipe* - Pipe containing primary fluid or cable through occupancy area.

*Casing Pipe* - Protective encasement for a carrier pipe whose function is both structural and for containment of carrier fluids within the occupancy area, and/or dispersion of carrier fluids beyond the occupancy area.

*Cooper E-80* - Live load for each track based on four 80 kips axle load with 5 feet axle spacing.

*Horizontal Directional Drilling (Directional Boring)* - method of drilling under existing conditions using a pilot hole bore.

*Jack Boring* - method of jacking a pilot rod under existing conditions between a launching pit and a receiving pit.



*Longitudinal Occupancy* - The installation and maintenance of pipelines along and adjacent to tracks and within NJ TRANSIT property, right-of-way and facilities that do not cross tracks.

*LSCM* - Low strength cementitious material

*MSDS* - Material Safety Data Sheet

*NEC* - National Electric Code

*NESC* - National Electric and Safety Code

*NGVD* - National Geodetic Vertical Datum (1929, Sandy Hook, NJ)

*NJTRO* - NJ TRANSIT Rail Operations

*Occupancy Permit* - Agreement between NJ Transit and applicant to allow applicant to construct and maintain pipelines under, over, across or longitudinally along NJ TRANSIT property, right-of-way and facilities.

*One-Call System* - Statewide system to protect underground utilities and services that must be coordinated prior to the start of excavation work; 1-800-272-1000

*Open-Cut Trenching* - Surface excavation methods to allow the installation of pipelines.

*OSHA* - Occupational Safety and Health Administration

*Pits (Launch/Receiving)* - Excavations at each end of a work area to allow jacking, boring or tunneling operations under existing site conditions.

*Temporary Access Permit* - Permit allowing applicant to enter NJ TRANSIT property solely for the purpose of obtaining information required for the design and engineering of a proposed Occupancy Permit

*Transverse Occupancy* - The installation and maintenance of pipelines on NJ TRANSIT property, right-of-way and facilities, where such pipelines cross tracks.

*Tremie Grouting* - A method in which concrete placed underwater through a pipeline (tremie pipe) to form a seal between the subsurface and water levels.

*Tunneling* - Method of boring with or without the use of placing liner plates behind a tunneling shield or tunneling machine, thus forming a casing for the installation of a carrier pipe under existing conditions.

## **B. TECHNICAL REQUIREMENTS**

### **1. LOCATION OF PIPELINE ON THE RIGHT-OF WAY**

- a. Pipelines laid longitudinally on NJ TRANSIT Right-of-Way shall be located as far as practicable from any tracks or other important structures and as close to the NJ TRANSIT property line as possible. Longitudinal pipelines must not be located within drainage ditches located on the right-of-way.
- b. Pipelines shall be located, where practicable, to cross tracks at approximate right angles thereto, but generally no less than 45 degrees.
- c. Pipelines shall not be located within the limits of a turnout (switch) when crossing the track. The limits of the turnout extend from the second tie before the point of the switch to the first tie beyond the last long timber.
- d. Pipelines shall not be located within the limits of a grade crossing. If it is shown that no other location is possible, the Applicant will be responsible for reimbursing NJ TRANSIT for all costs associated with the removal and reconstruction of the grade crossing.
- e. Pipelines and casings shall be suitably insulated from underground conduits or direct burial cables carrying electric wires on NJ TRANSIT property, in accordance with ANSI and NESC standards.

### **2. CARRIER PIPE**

- a. All pipes, ditches and other structures carrying surface drainage on NJ TRANSIT property and/or crossing under NJ TRANSIT tracks shall be designed to carry the run-off from a one-hundred (100) year storm. Computations indicating this design and suitable topographic plans, prepared by a Registered Professional Engineer in the State of New Jersey, shall be submitted to NJ TRANSIT for approval. If the drainage is to discharge into an existing drainage channel on NJ TRANSIT Right-of-Way and/or under NJ TRANSIT tracks, the computations should include the hydraulic analysis of any existing structures. Submitted with the computations should be formal approval of the proposed design by the appropriate governmental agency.
- b. Carrier pipes within a casing shall be designed for NJ TRANSIT live loads as if they are not encased.
- c. All pipes shall be designed for the external and internal loads to which they will be subjected. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live loading shall be Cooper's E-80 with 50% added for impact. In any event where railroad loading will be experienced, the following shall be the minimum requirements for carrier pipes:

1. Reinforced concrete pipe - ASTM C76, Class V, Wall C
  2. Ductile Iron Pipe - ANSI A21.51, Class 6
  3. Corrugated Metal Pipe - AREMA Manual, Chapter 1, Part 4
  4. Others - as approved by NJ TRANSIT
- d. Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable products shall conform to the requirements of the current ANSI B 31.4 with Addenda "*Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohols*"; ANSI B 31.8 "Gas Transmission and Distribution Piping Systems"; and other applicable ANSI Codes except that the maximum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by the longitudinal joint factor) of the pipe as defined in the ANSI Codes:
1. Steel pipe within a casing under NJ TRANSIT tracks, across NJ TRANSIT right-of-way, and longitudinally on NJ TRANSIT right-of way (the following percentages apply to hoop stress):
    - a). Seventy-two percent for installation of oil pipelines.
    - b). Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
    - c). Sixty percent for installation of gas pipelines.

### 3. CASING PIPE

- a. Pressurized pipelines under or along NJ TRANSIT tracks and across operating right-of-way shall be encased in a larger pipe or conduit called the casing pipe, as shown in Section D.
- b. Casing pipe will be required for all pipelines carrying oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, and all non-flammable substances which, from their nature or pressure, as determined by NJ TRANSIT, might cause damage if escaping on or near NJ TRANSIT property.
- c. For non-pressure sewer or drainage piping, where the installation is approved by NJ TRANSIT, the casing pipe may be omitted when the pipe strength is capable of withstanding railroad loading hereinafter specified.
- d. The casing pipe shall normally be laid across the entire width of the right-of-way. Casing pipe shall be installed so as to provide an even bearing pressure throughout its length. Casing pipe laid transverse to the railroad shall slope to one end.

e. Protection at ends of casings:

1. Casings for carriers of flammable substances shall be suitably sealed to the outside of the carrier pipe. Details of seals shall be shown on the plans.
2. Casings for carriers of non-flammable substances shall have both ends of the casing sealed up in such a way as to prevent the entrance of foreign material, but allowing leakage to be safely detected in the event of a carrier break.
3. Where ends of casings are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from railroad tracks and structures.

f. Vents

1. All casings when sealed shall be adequately vented. Special attention shall be given to sealed casings for flammable substances in accordance with ANSI Standards. Vent pipes shall be of sufficient diameter, but in no case less than two (2) inches in diameter, and shall be attached near each end of the casing and project through the ground surface at right-of-way lines or not less than 45 feet (measured at right angles) from centerline of nearest track.
2. Vent pipes shall extend not less than four (4) feet above the ground surface. Top of vent pipe shall have a down-turned elbow, properly screened, or a relief valve. Vents in locations subject to high water shall be extended above the maximum elevation of high water and shall be supported and protected in a manner approved by NJ TRANSIT.
3. Vent pipes shall be at least four (4) feet vertically from aerial electric wires or greater if required by NESC and ANSI Standards.
4. When the pipeline is in a public highway, street-type vents shall be installed

**4. DESIGN LOADING FOR PIPES**

- a. Pipes may be rigid or flexible, as permitted by their specific use. The design loading criteria is described below, and shall be in accordance with the current AREMA Manual for Railway Engineering, Volumes 1 and 2.
1. Where casing pipe is required or desired, casing pipe and joint shall be of metal and of leak proof construction, designed for the earth and/or other pressures present plus a Cooper E-80 railroad live loading with 50% added for impact.
  2. The values shown in Table 1 shall be used for the vertical pressure on a buried structure for the various heights of cover.

**Table 1**  
**(AREMA, Volume 1, Part 4, Table 4-39)**  
**Cooper E-80 live loads, including impact, for various heights of cover**

Height of Cover (feet)	Load (lb/sq.ft.)
2	3800
5	2400
8	1600
10	1100
12	800
15	600
20	300
30	100

Note: If height of cover, from bottom of cross tie to top of structure, is over 30 feet, use dead load only. For live load other than Cooper E 80, the above values should be adjusted accordingly.

3. Steel casing pipe shall have a minimum wall thickness as shown in Table 2, unless computations indicate that a thicker wall is required.

**Table 2**  
**(AREMA Volume 1, Part 5, Table 5-1)**

Pipe Diameter Nominal Pipe Size (inches)	Coated or Cathodically Protected Nominal Wall Thickness (inches)	Uncoated and Unprotected Nominal Wall Thickness (inches)
10 and under	0.188	0.188
12 and 14	0.188	0.250
16	0.219	0.281
18	0.250	0.312
20 and 22	0.281	0.344
24	0.312	0.375
26	0.344	0.406
28	0.375	0.438
30	0.406	0.469
32	0.438	0.500
34 and 36	0.469	0.532
38	0.500	0.562
40	0.531	0.594
42	0.562	0.625
44 and 46	0.594	0.657
48	0.625	0.688
50	0.656	0.719
52	0.688	0.750
54	0.719	0.781
56 and 58	0.750	0.812
60	0.781	0.844
62	0.812	0.875
64	0.844	0.906
66 and 68	0.875	0.938
70	0.906	0.969
72	0.938	1.000

4. Steel pipe shall have minimum yield strength of 35,000 psi. The ASTM or API specification and grade for the pipe are to be shown on the Pipe Data Sheet.
5. Corrugated metal pipe or structural plate pipe may be used for casing, provided the pressure in the carrier pipe is less than 100 psi, and only when placed by the open cut method. Jacking or boring through railroad embankment for corrugated pipe is not permitted. Pipe shall be bituminous coated and shall conform to the current AREMA Manual for Railway Engineering, Volume 1, Part 4.
6. Tunnel liner plates shall be galvanized and bituminous coated and shall conform to the current AREMA Manual for Railway Engineering, Volume 1, Part 4. In no event shall the liner plate thickness be less than 0.105 inch.
7. If the tunnel liner plates are used only to maintain a tunneled opening until the carrier pipe is installed, and the annular space between the carrier pipe and the tunnel liner is completely filled with cement grout within a reasonably short time after completion of the tunnel, then the tunnel liner plates need not be galvanized and coated.
8. Reinforced concrete pipe may be used for a casing. For a cover depth of 14 feet or less, reinforced concrete pipe shall conform to the current ASTM C76, Class V, Wall C. It may be used in open cut methods of installation, or when suitably designed for jacking methods. For depth of cover greater than 14 feet, the designer shall prepare an engineering analysis in accordance with the current AREMA Manual for Railway Engineering, Volume 2, Chapter 8, Part 10. For elliptical or arch pipe, where the supporting strength of the pipe  $D=3,000$  pounds per linear foot and reinforced concrete pipe is not available, a separate engineering analysis shall be submitted.
9. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be subsequently removed without disturbing the casing or the roadbed. For carrier pipe less than six (6) inches in diameter, the inside diameter of a steel casing pipe shall be at least two (2) inches greater than the largest outside diameter of the carrier pipe, joints, or couplings; for carrier pipe six (6) inches and over in diameter, the inside diameter of a steel casing pipe shall be at least four (4) inches greater than the largest outside diameter of the carrier pipe, joints, or couplings.
10. For flexible casing pipe, a minimum vertical deflection of the casing pipe of 3 percent of its diameter plus 1/2 inch shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of flexible casing pipe shall be at least two (2) inches greater than the outside diameter, including insulation, of the carrier pipe for pipe less than eight (8) inches in diameter; at least 3-1/4 inches greater for pipe 8 inches to 16 inches inclusive in diameter; and at least 4-1/2 inches greater for pipe 18 inches and over in diameter.

11. When steel casing pipe is used, the joints shall be fully closed by welding or mechanical means to ensure tightness. The closure shall develop the full strength of the casing pipe. Closure details shall be shown on the plans.
12. Casing pipe under NJ TRANSIT tracks and across NJ TRANSIT Right-of-Way shall extend the greater of the following distances measured at right angles to centerline of tracks:
  - a). Across the entire width of NJ TRANSIT Right-of-Way.
  - b). Two (2) feet beyond toe of slope.
  - c). A minimum distance of 25 feet each side from centerline of outside track when casing is sealed at both ends.
  - d). A minimum distance of 45 feet from centerline of outside track when casing is open at both ends.
13. Where installation of the casing pipe is proposed by means of open cut, the designer should determine the effects upon the casing due to change in weight of the new compacted fills and potential for lateral spreading of the embankment and account for these effects in the design. Where segmental casing pipe segments are used, temporary or permanent tension rods may be required by the Engineer.

## 5. SIGNS

- a. All pipelines (except those in streets where it would not be practical to do so) shall be prominently marked at Right-of-Way lines (on both sides of track for under crossings) by durable, weatherproof signs located on the edge of Right-of-Way. Signs shall show the following:
  1. Name and address of Owner
  2. Contents of Pipe
  3. Pressure in Pipe
  4. Depth of pipe below grade at point of sign
  5. Emergency telephone in event of pipe rupture
- b. The material, size of lettering and the installation method of the sign shall be as approved by NJ TRANSIT. For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. The owner shall maintain all signs on NJ TRANSIT Right-of-Way as long as the Occupancy Permit is in effect.

## **6. EMERGENCY SHUT-OFF VALVES**

Accessible emergency shut-off valves shall be installed on each side of the railroad at locations selected by NJ TRANSIT where hazard to life and property should be guarded against. Where pipelines are provided with automatic control stations and within distances approved by NJ TRANSIT, no additional valves will be required.

## **7. DEPTH OF PIPELINE INSTALLATION**

Pipe under NJ TRANSIT tracks and across NJ TRANSIT Right-of-Way shall be not less than 5-1/2 feet from bottom of tie to top of casing at its closest point. On other portions of Right-of Way where casing is not directly beneath any track, the depth from ground surface or from bottom of ditches to top of casing shall be not less than four (4) feet, unless otherwise specified herein.

## **8. CATHODIC PROTECTION**

- a. Cathodic protection shall be applied to all pipelines and casings carrying flammable substances in accordance with ANSI Standards.
- b. Where casing and/or carrier pipe is cathodically protected by other than anodes, NJ TRANSIT shall be notified and a suitable test shall be made and witnessed by NJ TRANSIT to insure that all structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Correlating Committee on Cathodic Protection, current issue by the National Association of Corrosion Engineers.

## **9. SOIL INVESTIGATIONS**

- a. For all pipe crossings, soil borings or other soil investigations approved by NJ TRANSIT shall be made to determine the nature of the underlying material (see Section A, Paragraph 2.c. for procedures). Boring location plans need to be approved by NJ TRANSIT in advance of the taking of the borings.
- b. Borings shall be made on each side of the tracks, on the centerline of the pipe crossings, and as close to the tracks as practicable.
- c. Soil borings shall be made in accordance with the current AREMA Manual for Railway Engineering, Chapter 8, Part 22. Soils shall be investigated by the split-spoon and/or thin walled tube method, and rock shall be investigated by the coring method, as appropriate. The location of the carrying pipe and/or casing shall be superimposed on the Boring Location Plan before submission to NJ TRANSIT.
- d. Soil boring logs shall clearly indicate all of the following :

1. Boring number as shown on Boring Location Plan.



2. Elevation of ground at boring, using the same NGVD as the pipeline construction plans. The location of the carrier pipe and/or casing pipe shall be superimposed on the boring logs before submission to NJ TRANSIT.
  3. Description or soil classification of each soil sample encountered shall be made in accordance with the Unified Soils Classification System. Classification and description of rock shall include type, local designation, joint or fracture frequency, foliation and, joint dip, surface degree of weathering and any other pertinent observations concerning the drilling and recovery.
  4. Elevations or depth from surface for each change in strata.
  5. Identification of depth where samples were taken or attempted and percentage of recovery.
  6. Location of ground water at time of sampling and, if available, subsequent readings shall be reported. Observed conditions, such as depth of hole or casing, drill fluid, recent precipitation, surface elevation of nearby bodies of water and time permitted for the stabilized level to occur shall be noted.
  7. Natural dry density in pounds per cubic foot for all strata.
  8. Unconfined compressive strength in tons per square foot for all cohesive strata.
  9. Natural water content (percent), liquid limit (percent) and plastic limit (percent) for all cohesive soils.
  10. Standard Penetration Test N Value in blows per foot (or inches/blow), for each sample obtained or unsuccessful attempt.
  11. Samples shall be retained for review by NJ TRANSIT.
  12. Failed boring attempts shall be logged and reported.
  13. All borings and attempts shall be tremie grouted with non-shrink grout or other approved material. The quantity of grout material used shall be measured and reported.
- e. Soil boring logs shall be accompanied with a plan drawn to scale showing the location of borings in relation to the tracks and the proposed pipe location, the elevation of ground surface at each boring, and the elevation of the base of rail of the tracks. Datum shall be NGVD 1929; Sandy Hook, NJ on the logs; elevations shown to the nearest 0.1 foot).

## C. CONSTRUCTION

### 1. CONSTRUCTION INSPECTION REQUIREMENTS

- a. The Applicant shall provide full time on-site inspection by a Resident Engineer during the installation of temporary and permanent facilities approved by NJ TRANSIT. This inspection shall be under the supervision of a Professional Engineer licensed in the State of New Jersey. The Professional Engineer shall certify that the facilities were installed in accordance with these specifications and the approved plans. The on-site Resident Engineer shall coordinate the activities of the contractor for the purpose of scheduling flag protection, NJ TRANSIT force account work, and any other requirements that may arise during the project. All work shall be performed in accordance with the attached document "*NJ TRANSIT GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY*".

### 2. INSTALLATION METHODS

- a. Open Cut or Braced Trench (Considered only when other conventional pipe installation methods are determined by NJ TRANSIT as not feasible)
  1. Installation by open cut or braced trench methods will not be permitted under mainline tracks or within the limits of at-grade crossings. If considered and approved by NJ TRANSIT, open cut methods shall comply with the current AREMA Manual for Railway Engineering, Chapter 1. At least two to three months may be required for NJ TRANSIT review and approval of open cut or braced trench methods.
  2. Where NJ TRANSIT has approved the open cut method, pipe shall be installed on a Class B bed of compacted graded aggregate. Sand backfill shall be used to fill around the sides and on top of the pipe. A colored warning tape shall be placed a minimum of 12 inches above the top of the pipe. Additional backfill shall be well-graded, clean granular soil having less than 20 percent by dry weight passing No. 200 U.S. STD sieve. Maximum aggregate size shall be 1/2 inch. Backfill shall be placed in loose 8 inch layers and compacted to at least 95 percent of its maximum density at or within two (2) percent of the optimum moisture content as determined in accordance with current ASTM D1557 (AASHTO T180).
  3. All associated NJ TRANSIT costs for labor, material and equipment shall be paid by the Applicant including, but is not limited to, engineering supervision and inspection, maintenance of way forces, work trains, track testing and resurfacing after completion.
  4. Prior to the start of an open cut installation, the contractor shall have all materials on site, including emergency stand-by handling equipment.

b. Jacking

1. Jacking of casing pipe shall be in accordance with the current AREMA Manual for Railway Engineering, Chapter 1. This operation shall be continuous once started, and shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment. Ordinarily 36-inch diameter pipe is the minimum size that should be used. Bracing and backstops shall be designed and jacks of sufficient rating shall be used so that the jacking can be progressed without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit or is at least 25 feet from the centerline of the last track.
2. When jacking reinforced concrete pipe, grout holes, tapped for no smaller than 1-1/4 inch pipe, shall be cast into pipe at manufacture. Three grout holes equally spaced around the circumference and 4 feet longitudinally shall be provided for RCP 54 inches in diameter and smaller. Immediately upon completion of jacking operations, the installation shall be pressure grouted.

c. Horizontal Directional Drilling/Directional Boring

1. Installations by this method are generally not acceptable. However, consideration will be given where the depth of cover is substantial, or if the bore is in rock. Factors considered will be track usage, pipe size, contents of pipeline, soil condition, etc. Two methods of directional boring will be considered. The first method is for steel pipelines and consists of boring a small diameter pilot hole on the desired vertical and horizontal alignment using a mechanical cutting head with high pressure fluid (Bentonite Slurry) to remove the cuttings. The drill string is advanced while slurry is being pumped through the cutting head. When the cutting head reaches the far side of the crossing, it is removed and a reamer with a diameter not to exceed 25% of the diameter of the pipe is attached to the lead end of the drill string. The pipeline is attached to the reamer and the pilot hole is then back reamed while the pipeline is pulled into place. The second method is used to place small diameter conduit. This method consists of using hydraulic jacking equipment to push a solid rod under the railroad from a launching pit to a receiving pit. A cone shaped expander is attached to the end of the rod and the conduit is attached to the expander. The rod, expander and the conduit are then pulled back from the launching pit until the full length of the conduit is in place.
2. The following preliminary information must be submitted with the request for consideration of this type of installation:
  - a). A site plan of the area.
  - b). A plan view and profile of the crossing.
  - c). A Pipe Data Sheet.
  - d). Several soil borings along the proposed pipeline route.
  - e). A construction procedure, including a general description of equipment to be used.

3. If NJ TRANSIT determines this method of installation is acceptable, final design plans and specifications are to be prepared and submitted for approval. The project specification must require the contractor to submit to NJ TRANSIT for approval a complete construction procedure of the proposed boring operation. Included with the submission shall be the manufacturer's catalog information describing the type of equipment to be used. Where boring machines are approved, it is with the understanding that the machine is capable of stabilizing the bore in the event of blockage.

d. Tunneling With Liner Plate

1. Tunneling operations shall be conducted as approved by NJ TRANSIT. Care shall be exercised in trimming the surface of the excavated section in order that the steel liner plates fit snugly against undisturbed material.
2. Excavation shall not be advanced ahead of the previously installed liner plates any more than is necessary for the installation of the succeeding liner plate. The vertical face of the excavation shall be supported as necessary to prevent sloughing.
3. At any interruption of the tunneling operation, the heading shall be completely bulkheaded.
4. Unless otherwise approved by NJ TRANSIT the tunneling shall be conducted continuously on a 24-hour basis, until the tunnel liners extend at least equal to 25 feet beyond the centerline of the last track.
5. A uniform mixture of 1:6 cement grout shall be placed under pressure behind the liner plates to fill any voids existing between the liner plates and the undisturbed material. Grout holes tapped for no smaller than 1/2 inch pipe, spaced at approximately 3 feet around the circumference of the tunnel liner shall be provided in every third ring. Grouting shall start at the lowest hole in each grout panel and proceed upwards simultaneously on both sides of the tunnel. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.
6. Grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates if necessary. Grouting shall proceed as directed by NJ TRANSIT, but in no event shall more than six lineal feet of tunnel be progressed beyond the grouting.

e. Tunneling Shields

1. All pipes 60 inches and larger in outside diameter shall be placed with the use of a tunneling shield unless otherwise approved by NJ TRANSIT. Pipes of smaller diameter may also require a shield when, at the sole discretion of NJ TRANSIT, soil or other conditions indicate its need.

2. The shield shall be of steel construction designed to support railroad track loading as specified herein, in addition to other loadings it must sustain. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240 degrees of the total circumference. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates. It shall conform to and not exceed the outside dimensions of the pipe being placed by more than one inch at any point on the periphery unless otherwise approved by NJ TRANSIT.
3. The shield shall be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breast boards and arranged so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, except in rock.
4. Manufacturer's shop detail plans and manufacturer's computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to NJ TRANSIT for approval.
5. The detail shield plans and design calculations prepared by a Registered Professional Engineer licensed in the State of New Jersey shall be submitted to NJ TRANSIT for approval. No work shall proceed until such approval is obtained.

f. Boring

1. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the soil. When augers or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material. The use of water or other liquids to facilitate casing emplacement and spoil removal is prohibited. Plans and descriptions of the arrangement to be used shall be submitted to NJ TRANSIT for approval and no work shall proceed until such approval is obtained.
2. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8 inches in diameter which does not have the above approved arrangement will not be permitted. For pipes 4 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by NJ TRANSIT.

### 3. CONSTRUCTION OPERATIONS

- a. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout.
- b. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting or other methods approved by NJ TRANSIT shall be employed to fill such voids.
- c. Pressure grouting of the soils or freezing of the soils before jacking, boring, or tunneling may be required at the discretion of NJ TRANSIT to stabilize the soils, control ground water, prevent loss of material and prevent settlement or displacement of embankment. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.
- d. The material to be used and the method of injection shall be prepared by a Registered Professional Engineer licensed in the State of New Jersey, or by an experienced and qualified company specializing in this work and submitted for approval to NJ TRANSIT before the start of work. Proof of experience and competency shall accompany the submission. Material Safety Data documentation shall be provided for all materials.
- e. When the presence of surface, ground and/or artesian water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site by the contractor, and upon approval of NJ TRANSIT, the contractor shall operate them. Pumps in operation shall be constantly attended on a 24-hour basis, until, in the sole judgment of NJ TRANSIT, the operation can be safely halted. When dewatering, close observation by optical survey, or other instrumentation as required, to verify the adequacy of work, shall be maintained to detect any settlement or displacement of railroad embankment, tracks and facilities. A detailed plan of water control for work including instrumentation shall be submitted by the Applicant for approval by NJ TRANSIT.
- f. All construction operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. All work on and near NJ TRANSIT property shall be conducted in accordance with NJ TRANSIT safety rules and regulations. The contractor shall secure and comply with the NJ TRANSIT safety rules and shall give written acknowledgment to the NJ TRANSIT that they have been received, read, and understood by the contractor and his employees. Construction operations will be subject to NJ TRANSIT inspection at any and all times.

- g. All cranes, lifts, or other equipment that will be operated in the vicinity of the Railroad's electrification and power transmission facilities shall be operated and electrically grounded as directed by NJ TRANSIT and shall comply with OSHA Safety and Health Standards, Page 175, Subpart N1926.950. OSHA 2207, Revised 1983, or as provided by the High Voltage Proximity Act (see attached GENERAL REQUIREMENTS FOR WORKING WITHIN THE RIGHT OF WAY).
- h. At all times when the work is being progressed, a field supervisor for the work with no less than 12 months experience in the operation of the equipment being used shall be present. If boring, drilling, or similar machines are being used, the machine operator also shall have no less than 12 months experience in the operation of the equipment being used.
- i. Blasting will not be permitted under or on NJ TRANSIT's Right-of-Way.
- j. Whenever equipment or personnel are working, or could fall into an area closer than 18 feet to the centerline of an adjacent track, that shall be considered as obstructing that track. Insofar as possible, all operations shall be conducted no less than this distance. Operations closer than 18 feet to the centerline of a track shall be conducted only with the permission of and as directed by, a duly qualified NJ TRANSIT flagman employee present at the worksite. Special arrangements must be made at least two (2) weeks in advance of the work, where fouling of track or structures is required for access. These operations require the prior approval of NJ TRANSIT.
- k. Crossing of tracks at grade by equipment and personnel is prohibited, except by prior arrangement with, and as directed by NJ TRANSIT.
- l. Support of Excavation Adjacent to Track
  - 1. Launching and Receiving Pits
    - a). The location and dimensions of all pits or excavations shall be shown on the plans. The distance from centerline of adjacent track to face of pit or excavation shall be clearly labeled. The elevation of the bottom of the pit or excavation must be shown on the profile.
    - b). The face of all pits shall be located an minimum of 25 feet from centerline of adjacent track, measured at right angles to track, unless otherwise approved by NJ TRANSIT.
    - c). If the bottom of the pit excavation intersects the theoretical railroad embankment line (see Section D), interlocking steel sheet piling, driven prior to excavation, must be used to protect the track stability. The use of trench boxes or similar devices is not acceptable in this area.

- d). Design plans and computations for the pits, sealed by a Professional Engineer licensed in New Jersey, must be submitted by the Applicant at the time of application or by the contractor prior to the start of construction. If the pit design is to be submitted by the contractor, the project specification must require the contractor to obtain NJ TRANSIT's approval prior to beginning any work on or which may affect NJ TRANSIT's property.
- e). The sheeting shall be designed to support all lateral forces caused by the earth, railroad and other surcharge loads.
- f). After construction and backfilling, all sheet piling that is not removed within 10 feet of centerline of adjacent track must be cut off a minimum of 60 inches below final grade and left in place.
- g). All excavated areas are to be illuminated (flashing warning lights not permitted), fenced and otherwise protected as directed by NJ TRANSIT.

#### **4. SUPPORT OF TRACKS**

- a. When the jacking, drilling, tunneling or boring method of installation is used, and depending upon the size and location of the crossings, temporary track supporting structures shall be installed. These temporary structures may be deleted or removed only with the approval of NJ TRANSIT.
- b. The type of temporary track supporting structures to be installed shall be approved by NJ TRANSIT. Costs of labor, materials and equipment for installation of the supports and their removal shall be paid by the Applicant.
- c. Unless otherwise agreed, all work involving rail, ties and other track material will be performed by NJ TRANSIT. The Applicant shall reimburse NJ TRANSIT for all costs associated with the installation and removal of track supports.
- d. When excavation for a pipeline or other structure will be within the theoretical railroad embankment line (see Section D) of an adjacent track, interlocking steel sheet piling will be required to protect the track.

#### **5. PIPELINES ON BRIDGES**

- a. Only in special cases may pipelines be installed on bridges for which NJ TRANSIT has responsibility. In general, this applies to most bridges over NJ TRANSIT tracks or bridges carrying NJ TRANSIT tracks.
- b. In such special cases, when it can be demonstrated to NJ TRANSIT's satisfaction that such an installation is necessary and that no practicable alternative is available, NJ TRANSIT may permit the installation and only by special design approved by NJ TRANSIT.



- c. Pipelines on bridges shall be so located to minimize the possibility of damage from vehicles, railroad equipment, vandalism and other external causes. They shall be encased in a casing pipe as directed by NJ TRANSIT.
- d. An Occupancy Permit is required in accordance with the General Requirements of Section A.

#### **6. BONDING AND GROUNDING OF PIPELINES IN ELECTRIFIED TERRITORY**

- a. Carrier pipe shall be enclosed in a metal casing that is isolated from carrier pipe by approved insulators having a dielectric value of not less than 25 kv that provide an air gap between carrier pipe and casing to meet or exceed ANSI, NESC or other governing Standards.
- b. Carrier pipe supporting hangers, mountings or cradles shall provide an insulation value of not less than 25 kv that provide an air gap between carrier pipe and casing that will meet or exceed ANSI, NESC or other governing Standards.
- c. Casing shall be bonded to NJ TRANSIT's return conductor at each end through bridge steel or direct when bridge members are of non-conductive material conforming to NJ TRANSIT Standards.
- d. The casing and installation equipment shall be bonded and grounded to an earth ground of not more than 25 ohms resistance to ground for construction. Adequacy of the ground shall be monitored by the applicant.

#### **7. DRAINAGE**

- a. Occupancies shall be designed and their construction shall be accomplished so that adequate and uninterrupted drainage of NJ TRANSIT Right-of-Way is maintained. If in the course of construction it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage as approved by NJ TRANSIT. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
- b. Where disturbance of the ground may result in contamination of the ballast or this contamination occurs as result of a wash out, the Applicant shall be responsible for costs to restore the track and structure. Temporary soil erosion measures for protecting the track shall be submitted as part of the construction plan and approved by NJ TRANSIT. Under no circumstances should additional flow be routed onto NJ Transit Right of Way, either during construction or upon project completion.

## 8. INSPECTION AND TESTING REQUIREMENTS FOR HAZARDOUS MATERIALS

- a. For pipelines carrying flammable or hazardous materials, ANSI Codes B31.8 and B31.4, current at time of constructing the pipeline shall govern the inspection and testing of the facility on NJ TRANSIT property except that proof-testing of strength of carrier pipe shall be in accordance with the requirements of ANSI Codes B 31.8 for location Classes 2, 3, or 4 ANSI Code B 31.4 as applicable for all pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas and other flammable substances.

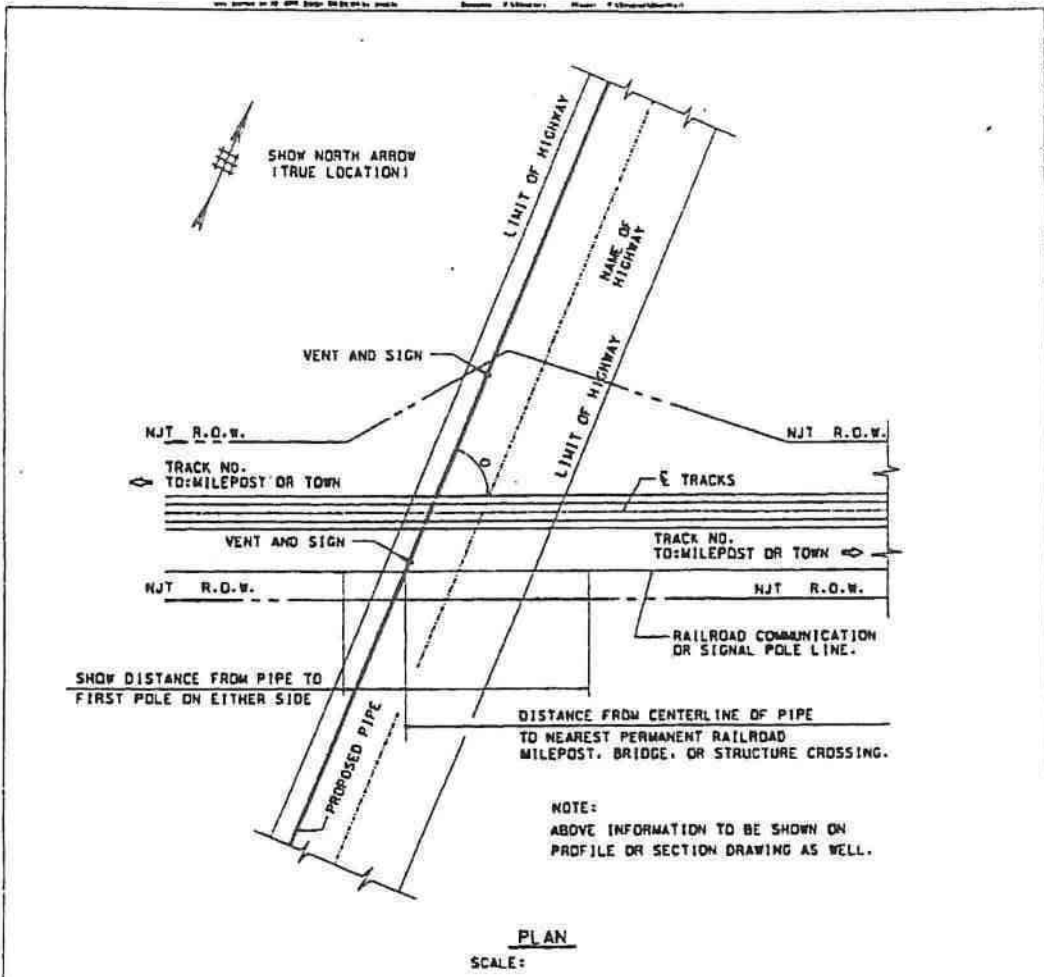
### D. PUBLICATION STANDARDS

AWS	American Welding Society, Inc. 550 NW 42 <sup>nd</sup> Avenue Miami, FL 33126-0567
ANSI	American National Standards Institute, Inc. 11 West 42 <sup>nd</sup> Street New York, NY 10036
ASTM	American Society for Testing and Material 100 Bar Harbor Drive West Conshohocken, PA 19428-2959
AREMA	American Railway Engineering and Maintenance-of-Way Association 8201 Corporate Drive, Suite 1125 Landover, MD 20785
AWWA	American Water Works Association, Inc. 1401 New York Avenue N.W., Suite 640 Washington, DC 20005
OSHA	Occupational, Safety and Health Administration Superintendent of Documents U.S. Printing Office Washington, DC 20402
NACE	Nation Association of Corrosion Engineers P.O. Box 201009 Houston, TX 77216-1009

**Note:** If other than American Railway Engineering and Maintenance-of-Way Association (AREMA), American Society for Testing and Materials (ASTM), and American National Standards (ANSI) specifications are referred to for design materials or workmanship on the plans and specifications for the work, then copies of the applicable sections of such other specifications shall accompany the plans and specifications for the work.


**E. DRAWING STANDARDS**

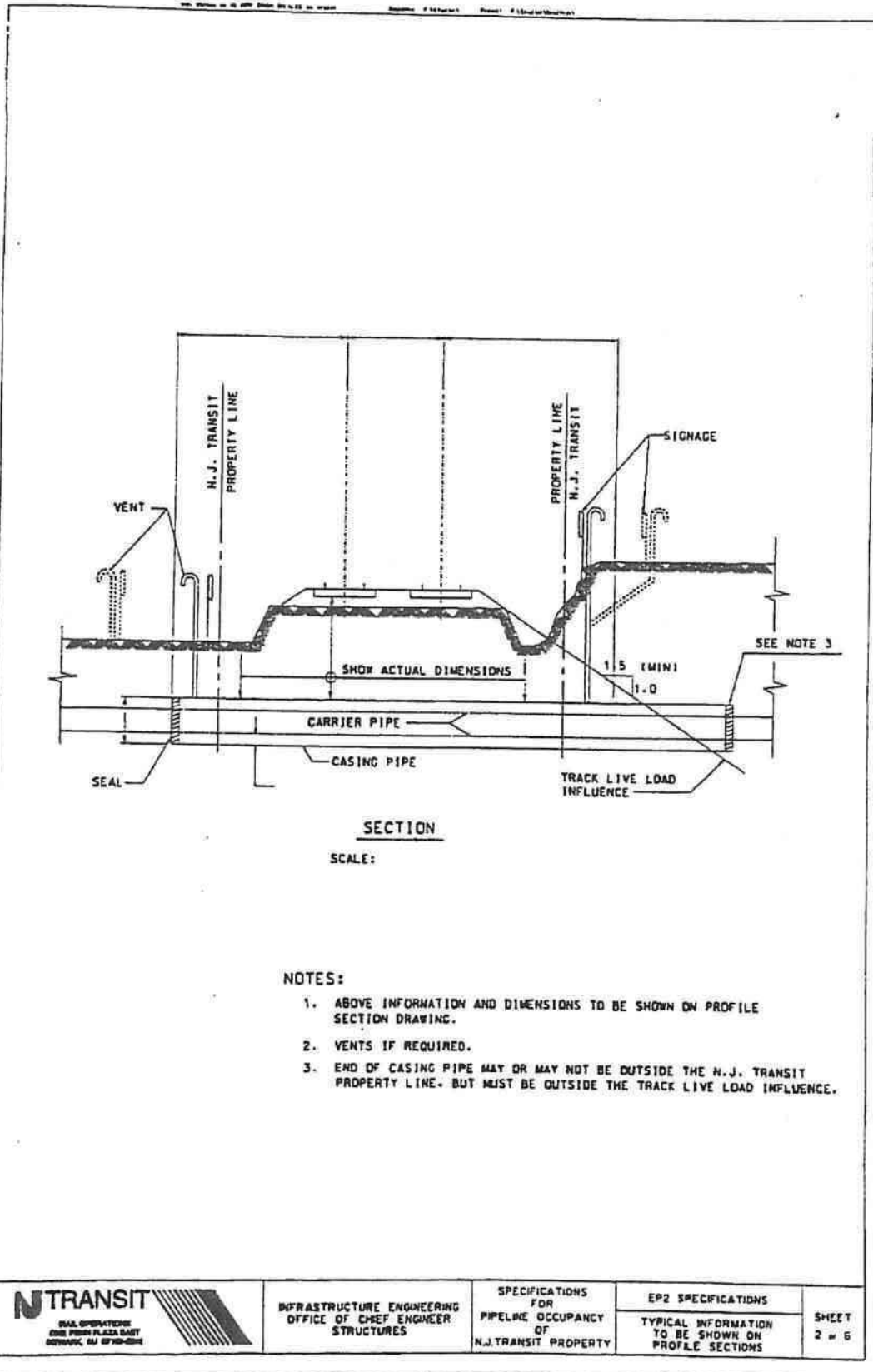
- SHEET 1 TYPICAL PLAN VIEW INFORMATION
- SHEET 2 TYPICAL INFORMATION TO BE SHOWN ON PROFILE SECTIONS
- SHEET 3 TYPICAL INFORMATION TO BE SHOWN ON SECTION AND PROFILE DRAWINGS
- SHEET 4 PIPELINE IN ROADWAY UNDER RAILROAD BRIDGE
- SHEET 5 DETAILS FOR OVER RAILROAD BRIDGE
- SHEET 6 PIPE CROSSING DATA SHEET



**NOTES:**

1. IF MANHOLES ARE PLACED ON NJ TRANSIT PROPERTY, DETAILS OF SAME, WITH CLEARANCES TO NEAR RAILS ARE TO BE SHOWN ON THE DRAWINGS.
2. IF THE PROPOSED PIPE IS TO SERVE A NEW DEVELOPMENT, A MAP SHOWING THE AREA IN RELATION TO ESTABLISHED AREAS AND ROADS IS TO BE SUBMITTED WITH THE REQUEST.
3. IF THE PROPOSED PIPE IS NOT WHOLLY WITHIN HIGHWAY LIMITS, A REASONABLE CONTINUATION OF THE PIPE SHOULD BE SHOWN.
4. SCALE OF DRAWING TO BE SHOWN.
5. BURIED COMMUNICATION AND SIGNAL LINES MAY BE PRESENT. OTHER UTILITIES MAY ALSO BE ENCOUNTERED. PERMITTEE MUST VERIFY PRESENCE AND LOCATION OF ANY SUB SURFACE LINE PRIOR TO STARTING CONSTRUCTION.
6. PROVIDE DIMENSIONS WHERE INDICATED, INCLUDING ANGLE OF CROSSING.

	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	SPECIFICATIONS FOR PIPELINE OCCUPANCY OF N.J. TRANSIT PROPERTY	EP2 SPECIFICATIONS TYPICAL PLAN VIEW INFORMATION	SHEET 1 of 6



- NOTES:**
1. ABOVE INFORMATION AND DIMENSIONS TO BE SHOWN ON PROFILE SECTION DRAWING.
  2. VENTS IF REQUIRED.
  3. END OF CASING PIPE MAY OR MAY NOT BE OUTSIDE THE N.J. TRANSIT PROPERTY LINE. BUT MUST BE OUTSIDE THE TRACK LIVE LOAD INFLUENCE.

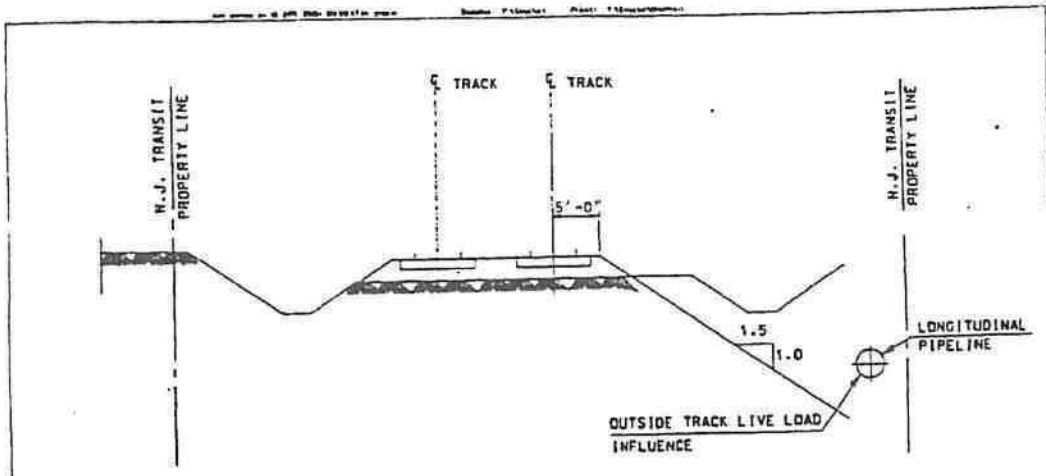


INFRASTRUCTURE ENGINEERING  
OFFICE OF CHIEF ENGINEER  
STRUCTURES

SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
OF  
N.J. TRANSIT PROPERTY

EP2 SPECIFICATIONS  
TYPICAL INFORMATION  
TO BE SHOWN ON  
PROFILE SECTIONS

SHEET  
2 of 6

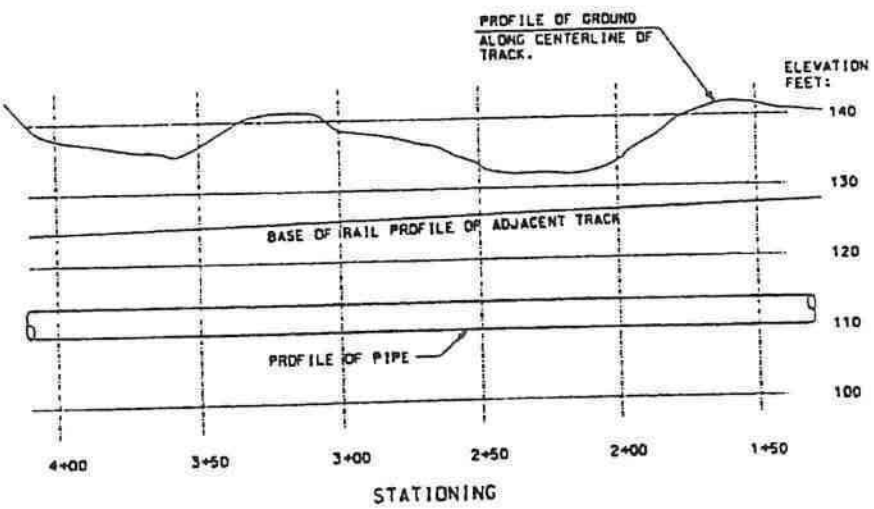


**SECTION**

SCALE:

**NOTE:**

ALL INFORMATION TO BE SHOWN TYPICALLY ON ALL CROSS SECTION AND PROFILE DRAWINGS.




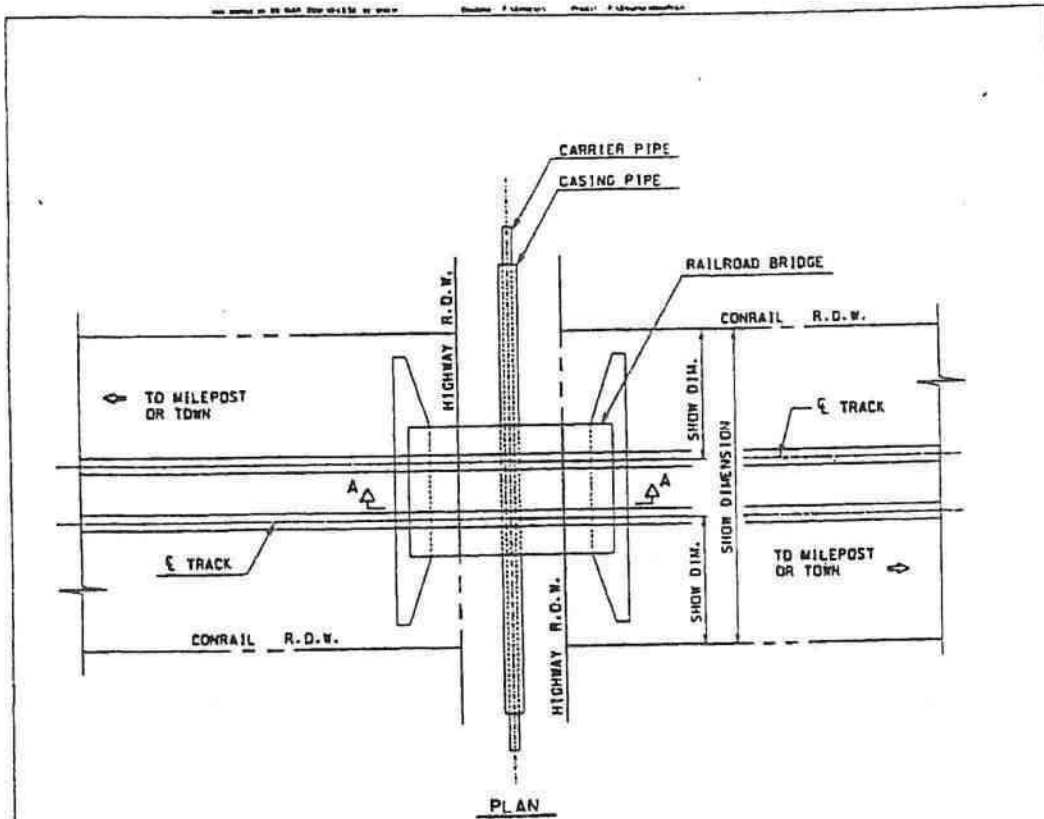
**PROFILE**

SCALE: VERT.  
HORIZ.

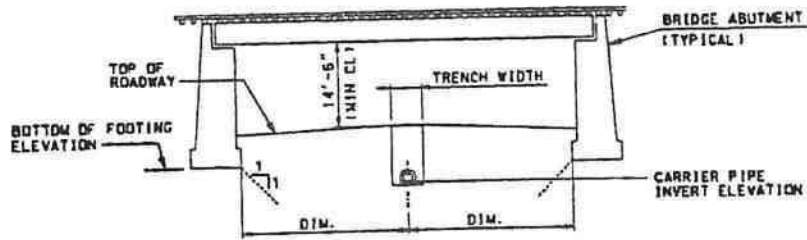
**NOTE:**

ELEVATIONS ARE BASED ON NGVD 1929. I.e: ELEVATION O.D FT. EQUALS MEAN SEA LEVEL AT SANDY HOOK N.J.

	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	SPECIFICATIONS FOR PIPELINE OCCUPANCY OF N.J. TRANSIT PROPERTY	EP2 SPECIFICATIONS TYPICAL INFORMATION TO BE SHOWN ON SECTION AND PROFILE DRAWINGS	SHEET 3 of 6



SCALE:




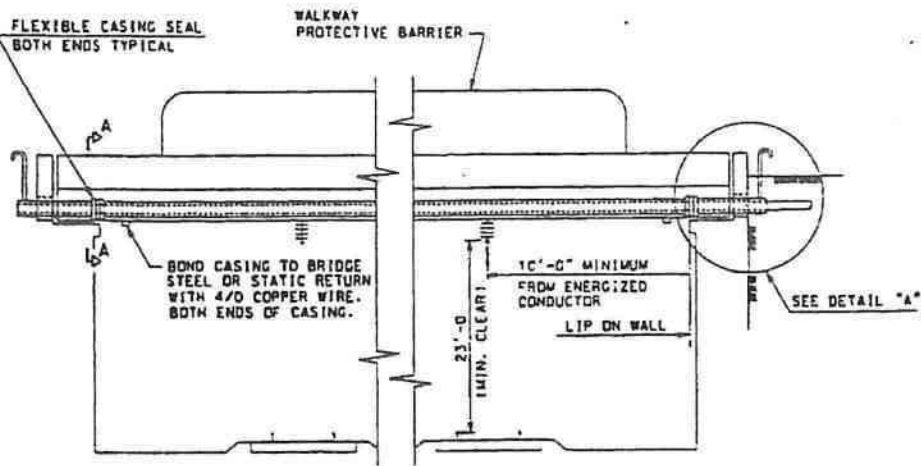
SECTION A-A

SCALE:

NOTE:

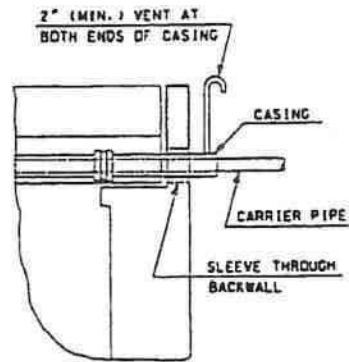
PIPE OR EXCAVATION MUST NOT BE WITHIN THE 1 TO 1 SLOPE LINE THAT EXTENDS FROM BOTTOM OF FOOTING.

	INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	SPECIFICATIONS FOR PIPELINE OCCUPANCY OF N.J. TRANSIT PROPERTY	EP2 SPECIFICATIONS	SHEET 4 of 6
			PIPELINE IN ROADWAY UNDER RAILROAD BRIDGE	



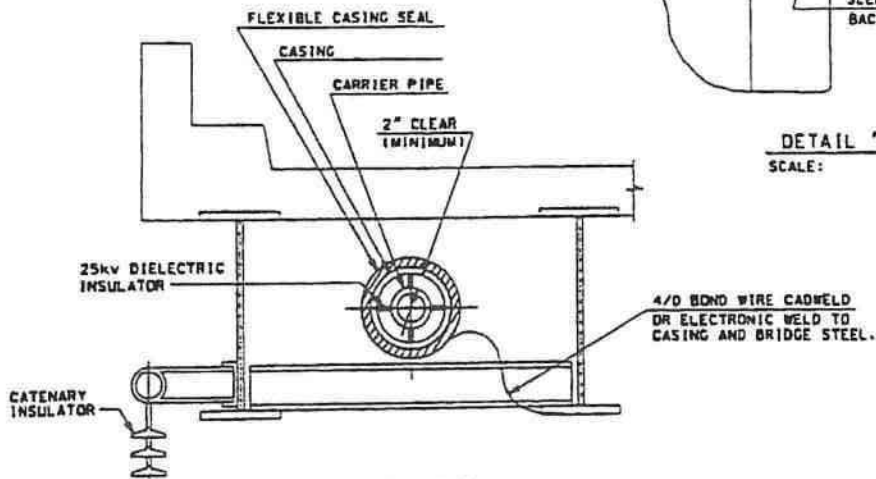
**ELEVATION**

SCALE:



**DETAIL "A"**

SCALE:



**SECTION A-A**

SCALE:



## PIPE CROSSING DATA SHEET

In addition to plan and profile of crossing, drawings submitted for NJ TRANSIT approval shall contain the following information:

	<u>Carrier Pipe</u>	<u>Casing Pipe</u>
Contents to be handled	_____	_____
Normal operating pressure	_____	_____
Nominal size of pipe	_____	_____
Outside Diameter	_____	_____
Inside Diameter	_____	_____
Wall Thickness	_____	_____
Weight per Foot	_____	_____
Material	_____	_____
Process of Manufacture	_____	_____
Specification	_____	_____
Grade or Class	_____	_____
Test Pressure	_____	_____
Type of Joint	_____	_____
Type of Coating	_____	_____
Details of Cathodic Protection	_____	_____
Details of Seal or Protection at Ends of Casing	_____	_____
Method of Installation	_____	_____
Character of Subsurface _____		
Material at the Crossing Location _____ (Unified Soil Class)		
Approximate Elevation of Ground Water Level _____ Feet (Datum=NGVD 1929)		
Source of Information on Subsurface Conditions (Boring, Test Pits or Other)		

**NOTE:** Any soil investigation made on railroad property or adjacent to tracks shall be carried on under the supervision of NJ TRANSIT.

**NJ TRANSIT**

RAIL OPERATIONS  
ONE PENN PLAZA EAST  
NEWARK, NJ 07102-0001



INFRASTRUCTURE ENGINEERING  
OFFICE OF CHIEF ENGINEER  
STRUCTURES

SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY  
OF  
NJ TRANSIT PROPERTY

EPZ SPECIFICATIONS

PIPE CROSSING  
DATA SHEET

SHEET  
6 OF 6



**ENGINEERING DATA REQUIRED**  
**FOR ERECTION, DEMOLITION OR OTHER**  
**HOISTING OPERATIONS**  
**OVER NJ TRANSIT RAIL OPERATIONS**



**Michael Gaspartich**  
**Deputy General Manager**  
**For Infrastructure Engineering**

**November 2012**

**ENGINEERING DATA REQUIRED FOR ERECTION, DEMOLITION OR OTHER  
HOISTING OPERATIONS OVER NJ TRANSIT RAIL OPERATIONS**

1. A detailed plan must be submitted and approved by NJ TRANSIT, showing locations of cranes or hoisting devices (both horizontally and vertically), operating radii, and delivery or disposal locations. The location of all tracks and other railroad facilities should also be clearly shown on the submission (with distance and dimension information).
2. Crane rating sheets are to be provided showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Plans and computations are to be included with the submission showing weight of pick including safety factors, what work is being performed over NJ TRANSIT facilities. Also, general plans of the existing and proposed facilities, showing complete and sufficient details with supporting data for the demolition or erection of the structure.
4. A location plan showing all physical limitations, restrictions or obstructions such as wires, poles, adjacent structures, etc., showing that the proposed swings are possible.
5. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connection equipment. Include copies of a catalog or information sheets of specialized equipment being used. All spreaders must be designed and certified to load carrying capacity.
6. A complete lifting procedure is to be included, indicating the order of lifts and any repositioning of the crane or cranes.
7. Temporary support of any components or intermediate stages is to be shown. All temporary supports are to be designed to current AREMA Specifications.
8. A time schedule of various stages must be provided as well as a schedule for the entire lifting procedure.
9. All bridge erection or demolition procedures submitted will be signed and sealed by a registered professional engineer licensed in the State of New Jersey.
10. At least six (6) copies of the plan should be sent to the appropriate project coordinator at NJ TRANSIT Rail Operations, One Penn Plaza East, Newark, New Jersey 07105-2246.
11. The contractor is to be advised that they can expect a minimum thirty (30) day review period for this and any other shop drawing submissions.

12. The contractor must be fully aware of safety around hoisting equipment. To reduce the risk of injury and dangers when working around hoisting equipment, contractors must:
- A. Conduct a safety brief all workers of any craft who will be working in the location of the hoisting equipment. Only one employee who is qualified shall be designated to give proper hand signals.
  - B. Notify all persons in the work area of an impending lift and ensure they stay clear of hoisting equipment and load. Employees may resume work after the lift is completed.
  - C. Maintain situational awareness. The work environment changes constantly.
  - D. Ensure that Employee providing signals maintains eye contact with the operator. Proper "non-verbal communication" is important, especially in a noisy environment. Signal the operator only when the nature of the lift is understood and the area around the hoisting equipment and the load is clear.
  - E. Operate hoisting equipment only when it is absolutely sure that no person is in a position where he/she is likely to be caught by any part of the load or equipment.
  - F. Not extend boom or carry the load over any person.
  - G. Ensure that all persons stay clear of the boom, the swing of the cab, load, bucket or magnet being handled by the hoisting equipment.



**GUIDELINES FOR TEMPORARY SHORING**  
**NJ TRANSIT RAIL OPERATIONS**



**Michael Gaspartich**  
**Deputy General Manager**  
**For Infrastructure Engineering**

**November 2012**

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# GUIDELINES FOR TEMPORARY SHORING

## 1. SCOPE

The scope of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1. The term **Railroad** refers to New Jersey TRANSIT Rail Operations (NJTRO). The term **Contractor** is defined as any party gaining access to work on Railroad right-of-way or other Railroad operating locations.
2. These guidelines are provided as a reference and may not be taken as authority to construct without prior review and written approval of the Railroad. These guidelines supersede all previous guidelines for temporary shoring and are subject to revision without notice.
3. These guidelines supplement the current, American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual of Recommended Practice. The 2002 AREMA Manual was utilized in developing this guideline. The AREMA Manual is available from:

American Railway Engineering and Maintenance-of-Way Association  
8201 Corporate Drive, Suite 1125  
Landover, MD 20785-2230  
Phone: (301) 459-3200  
FAX: (301) 459-8077  
[www.arena.org](http://www.arena.org)

4. The specific requirements for temporary shoring addressed in this document shall be followed for all locations where the Railroad operates, regardless of track ownership.
5. Any items not covered specifically herein shall be in accordance with the AREMA Manual and subject to the review and approval of the Railroad. Where conflicts exist, the most stringent specification will govern.
6. All excavations shall also be governed by Railroad requirements, Federal, State and Local laws, rules, and regulations concerning construction safety.
7. Safe rail operations shall be required for the duration of the project. All personnel, railroad tracks and property shall be protected at all times.
8. To expedite the review process of the temporary shoring plans, drawings submitted by the Contractors are required to adhere to the project specifications, AREMA and other Railroad requirements.

## 2. GENERAL CRITERIA

The Contractor must not begin construction of any component of the shoring system affecting the Railroad right-of-way until written Railroad approval has been received.

1. All excavations shall be in compliance with applicable OSHA regulations and shall be shored where there is any danger to tracks, structures or personnel regardless of depth.
2. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.
3. Emergency Railroad phone numbers are to be obtained from the Railroad representative in charge of the project prior to the start of any work and shall be posted at the job site.
4. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.
5. The Contractor is required to meet minimum safety standards as defined by the Railroad.
6. All temporary shoring systems that support or impact the Railroad's tracks or operations shall be designed and constructed to provide safe and adequate rigidity.
7. The Railroad requirements, construction submittal review times and review criteria should be discussed at the pre-construction meeting with the Contractor.
8. A flagman is required when any work is performed within the railroad right-of-way. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 25 feet of track centerline when a train passes the work site and all personnel must clear the area within 18 feet of track centerline and secure all equipment when trains are present.
9. All Contractor personnel within the railroad right-of-way shall attend the Railroad's safety orientation class which will be provided by NJ TRANSIT. The Contractor's personnel may be required to travel to offices in Newark at 703 Ferry Street, or some other location convenient to the Railroad and remote from the site, for administration of this class. Each trained employee shall be issued a training qualification identification card. The employee must display the qualification card when working within the Railroad's right-of-way. Contractor shall comply with the Railroad's safety requirements throughout the entire construction period..
10. In addition to contacting NJ-one-call, the Contractor must contact the railroad to obtain a markout to show the approximate locations of their buried Signal, Electrical, Communication, Water and other buried lines. Once this markout is obtained the Contractor might be required to hand dig exploratory trenches, three

(3) feet deep and fifteen (15) inches wide in the form of an "H" with the outside dimensioned matching the sheeting dimensions, prior to placing and driving the sheeting, in areas where railroad underground utilities are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector or as directed by the NJ TRANSIT project manager.

11. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the utility owners. The utility relocation plans must then be submitted to the Railroad for approval. The shoring plans must include the correct contact for the Railroad, State or Local utility locating service provider. The Railroad will not be responsible for cost associated with any utility, signal, or communication line relocation or adjustments.

### 3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for the design, construction and performance of the temporary structure. (AREMA 8.28.1.3)

1. The Contractor's work shall in no way impede the train operations of the Railroad.
2. Absolute use of the track might be required while driving sheeting adjacent to a track. The track outages will be required if deemed necessary by NJ TRANSIT.
3. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.
4. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad right-of-way according to the applicable Federal, State and Local regulations.
5. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.
6. The Contractor must monitor and record top of rail elevations and track alignment for the duration of the project. These measurements are to be taken in accordance with **Figure No. 1** entitled **Survey Monitoring Procedures**. The movement shall be within the limits defined in **Table 1, Deflection Criteria** in Section 7 entitled "COMPUTATION OF APPLIED FORCES". Displacements exceeding the limits defined in **Table 1** must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before the track can be placed back in service.
7. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project.

#### 4. INFORMATION REQUIRED

Plans and calculations shall be submitted, signed and stamped by a Registered Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. Shoring design plans and calculations shall be in English units. Information shall be assembled concerning right-of-way boundary, clearances, proposed grades of tracks and roads, and all other factors that may influence the controlling dimensions of the proposed shoring system.

##### 1. Field Survey.

Sufficient information shall be shown on the plans in the form of profiles, cross sections and topographical maps to determine general design and structural requirements. Field survey information of critical or key dimensions shall be referenced to the centerline of track(s) and top of rail elevations. Existing and proposed grades and alignment of tracks and roads shall be indicated together with a record of controlling elevation of water surfaces or ground water. Show the location of existing/proposed utilities and construction history of the area which might hamper proper installation of the piling, soldier beams, or ground anchors.

##### 2. Geotechnical Report shall provide:

- a. Elevation and location of soil boring in reference to the track(s) centerline and top of rail elevations.
- b. Classification of all soils encountered.
- c. Internal angle of soil friction.
- d. Dry and wet unit weights of soil.
- e. Active and passive soil coefficients, pressure diagram for multiple soil strata.
- f. Bearing capacity and unconfined compression strength of soil.
- g. Backfill and compaction recommendations.
- h. Optimum moisture content of fill material.
- i. Maximum density of fill material.
- j. Minimum recommended factor of safety.
- k. Water table elevation on both sides of the shoring system.
- l. Dewatering wells and proposed flownets or zones of influence.
- m. In seismic areas, evaluation of liquefaction potential of various soil strata.

##### 3. Loads.

All design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans. Temporary loads include, but are not limited to: construction equipment, construction materials and lower water levels adjoining the bulkhead causing unbalanced hydrostatic pressure. Permanent loads include, but are not limited to: future grading and paving, Railroads or highways, structures, material storage piles, snow and earthquake. The allowable live load after construction should be clearly shown in the plans and painted on the pavements behind the bulkheads or shown on signs at the site and also recorded on the record plans. Some of the loads are:

- a. Live load pressure due to E80 loading for track parallel to shoring system.
- b. Live load pressure due to E80 loading for track at right angle to shoring system.

- c. Other live loads.
- d. Active earth pressure due to soil.
- e. Passive earth pressure due to soil.
- f. Active earth pressure due to surcharge loads.
- g. Active pressure due to sloped embankment.
- h. Dead load.
- i. Buoyancy.
- j. Longitudinal force from live load.
- k. Centrifugal forces.
- l. Shrinkage.
- m. Temperature.
- n. Earthquake.
- o. Stream flow pressure.
- p. Ice pressure.

4. Drainage. (AREMA 8.20.2.4)

- a. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater as well as surface drainage.
- b. Drainage provisions for backfill should be compatible with the assumed water conditions in design.

5. Structural design calculations.

- a. List all assumptions used to design the temporary shoring system.
- b. Determine E80 live load lateral pressure using the Boussinesq strip load equation. See Figure 2 which illustrates "LIVE LOAD PRESSURE DUE TO COOPER E80".
- c. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.
- d. Example calculations with values must be provided to support computerized output and match the calculated computer result.
- e. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.
- f. Calculated lateral deflections of the shoring and effects to the rail system must be included. See section 8, Part 6. Include the elastic deflection of the wall as well as the deflection due to the passive deflection of the resisting soil mass.
- g. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.

## 5. TYPES OF TEMPORARY SHORING

1. A shoring box is a prefabricated shoring system which is installed as the excavation progresses. This shoring system is not accepted by the Railroad. This system is allowed in special applications only, typically where Railroad live load surcharge is not present. The shoring box is moved down into the excavation by gravity or by applying vertical loading from excavation equipment.
2. Anchored systems with tiebacks are discouraged. The tiebacks will be an obstruction to future utility installations and may also damage existing utilities. Tiebacks must be removed per Railroad direction. Removal of tieback assemblies is problematic.
3. An anchored sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of the anchors.
  - a. For purposes of these guidelines, ground anchors shall be cement-grouted tiebacks designed, furnished, installed, tested and stressed in accordance with the project specifications and AREMA requirements.
4. An anchored soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded and from the tensile resistance of the ground anchors.
  - a. Anchored soldier beam with lagging walls are generally designed as flexible structures which have sufficient lateral movement to mobilize active earth pressures and a portion of the passive pressure.
  - b. For purposes of these specifications, soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams. The use of wood lagging or contact sheeting is prohibited. The use of soldier piles and lagging will be subject to approval of the Chief Engineer – Structures on a case by case basis.
5. A cantilever sheet pile wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. If cantilever sheet pile is used for shoring adjacent to an operating track, the shoring system shall be at least 12'-0" away from the centerline of track. Cantilever sheet pile walls shall be used only in granular soils or stiff clays.
6. A cantilever soldier beam with lagging wall is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the soldier beam is embedded.
7. A braced excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members.
  - a. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members

designed to transfer lateral loads from the vertical members to the struts. Struts are structural compression members that support the lateral loads from the wales.

8. A cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

## 6. GENERAL SHORING REQUIREMENTS

For general shoring requirements and specific applications of the following items refer to **Figure 3** on the next page which "**GENERAL SHORING REQUIREMENTS**".

1. No excavation shall be permitted closer than 8'-6" measured at a right angle from the centerline of track to the trackside of shoring system. If existing conditions preclude the installation of shoring at the required minimum distance, the shifting of tracks or temporary removal of tracks shall be investigated prior to any approval. All costs associated with track shifting or traffic interruption shall be at Contractor's expense.
2. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.
3. All shoring within the limits of Zone A or Zone B must be placed prior to the start of excavation
4. Lateral clearances must provide sufficient space for construction of the required ditches parallel to the standard roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.
5. The shoring system must be designed to support the theoretical embankment shown for zones A and B.
6. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
7. The most stringent project specifications of OSHA, FRA, AREMA, NJTRO or other governmental agencies shall be used.
8. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.

9. Sheet piling shall be cut off at the top of the tie during construction and, after construction and backfilling have been completed piling with ten (10) feet from centerline of track or when the bottom of excavation is below a line extending at 1:1 slope from end of the tie to a point of intersection with sheeting shall be cut off eighteen (18) inches below existing ground line and left in place. All voids must be filled and drainage facilities restored. See compaction requirements section 9, Part 4
- 10 Slurry type materials are not acceptable as fill for soldier piles in drilled holes. Concrete and flowable backfill may prevent removal of the shoring system. Use compacted peagravel material.

## 7. COMPUTATION OF APPLIED FORCES

1. Railroad live load and lateral forces.
  - a. For specific applications of the Coopers E80 live load refer to **Figure 2** on the next page which "**LIVE LOAD PRESSURE DUE TO COOPER E80**".
2. Dead load.
  - a. Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
  - b. Track: use 200 lbs/linear ft for rails, inside guardrails and fasteners.
  - c. Roadbed: ballast, including track ties, use 120 lb per cubic foot.
3. Active earth pressure.
  - a. The active earth pressure due to the soil may be computed by the Coulomb Theory or other approved method.
  - b. The active earth pressure at depth " $z_a$ " is:
 
$$P_A = K_A \gamma z_a^2, \text{ where } K_A = \tan^2 (45 - \phi/2)$$

$$z_a = \text{depth of soil influencing the active pressure.}$$
4. Active earth pressure due to unbalanced water pressure.
  - a. When bulkheads are used for waterfront construction, the bulkhead is subjected to a maximum earth pressure at the low water stage. During a rainstorm or a rapidly receding high water, the water level behind the bulkhead may be several feet higher than in front of the bulkhead.
  - b. Drained conditions in backfill apply when clean sand or clean sand and gravel are used and adequate permanent drainage outlets are provided. Where drained conditions exist, the design water level may be assumed at the drainage outlet elevation.



5. Active earth pressure due to surcharge load.

The active earth pressure due to surcharge load  $q'$ :

$$P_u = K_A q', \text{ where } K_A = \tan^2 (45 - \phi/2)$$

6. Passive earth pressure.

The passive earth pressure,  $P_p$ , in front of the bulkhead may also be computed by the Coulomb Theory.

$$P_p = K_p \gamma z_p, \text{ where } K_p = \tan^2 (45 + \phi/2)$$

$z_p$  = vertical distance beginning one foot below dredge line but not to exceed embedment depth

7. Pressure due to embankment surcharges.  
Conventional analysis (Rankine, Coulomb, or Log-Spiral) should be used to determine the additional surcharge from embankment slopes.
8. Additional analysis for centrifugal force calculations as described in **AREMA Chapter 15, Part 1, Section 1.3, Article 1.3.6** Centrifugal Loads are required where track curvature exceeds three degrees.
9. Include and compute all other loads that are impacting the shoring system such as a typical Railroad service vehicle (HS-20 truck).

## 8. STRUCTURAL INTEGRITY

Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in **AREMA Chapter 8 Part 2 Article 2.2.4b**, which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.

1. Embedment depth.
  - a. Calculated depth of embedment is the embedment depth required to maintain static equilibrium.
  - b. Minimum depth of embedment is the total depth of embedment required to provide static equilibrium plus additional embedment due to the minimum factor of safety.
    1. Embedment depth factor of safety for well-defined loading conditions and thoroughly determined soil parameters is generally 1.3 for most temporary shoring systems. (See **AREMA 8.20.4.1.c**)
    2. All anchored shoring systems require a minimum embedment depth of 1.5 times the calculated depth of embedment. Shallow penetration into strong soil layers is not acceptable. (See **AREMA 8.20.5.1**)
2. The allowable stresses based on AREMA requirements are as follows:

Structural Steel:  $0.55F_y$  for Compression in extreme fiber. (**AREMA Ch.15 Table 1-11**)

Structural Steel: 0.35Fy for Shear. (AREMA Ch.15 Table 1-11)

Sheet Pile Sections: 2/3 of yield strength for steel. (AREMA 8.20.5.7)

Concrete: 1/3 of Compressive strength. (AREMA 8.20.5.7)

Anchor Rods: 1/2 of yield strength for steel. (AREMA 8.20.5.7)

3. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.
4. Gravity type temporary shoring systems must also be analyzed for overturning, sliding and global stability.
5. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.
6. Calculated deflections of temporary shoring system and top of rail elevation shall not exceed the criteria outlined in **Table 1 Deflection Criteria**.

**Table 1 Deflection Criteria**

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
8' 6" < S < 12' 6"	3/8"	1/4"
12' 6" < S < 18' 6"	1/2"	1/4"

## 9. SOIL CHARACTERISTICS

1. Subsurface Exploration. (AREMA 8.5.2.2)
  - a. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be taken.
  - b. The subsurface investigation shall be made in accordance with the provisions of **AREMA Chapter 8 Part 22, Geotechnical Subsurface Investigation**.
2. Type of backfill.
  - a. Backfill is defined as material behind the wall, whether undisturbed ground or fill, that contributes to the pressure against the wall.
  - b. The backfill shall be investigated and classified with reference to the soil types described in **AREMA Table 8-5-1**.
  - c. Types 4 and 5 backfill shall be used only with the permission of the Engineer. In all cases the wall design shall be based on the type of backfill used.

**Table 8-5-1 (AREMA) Types of Backfill for Retaining Walls**

Backfill Type	Backfill Description
1	Coarse-grained soil without admixture of fine soil particles, very free-draining (clean sand, gravel or broken stone).
2	Coarse-grained soil of low permeability due to admixture of particles of silt size.
3	Fine silty sand; granular materials with conspicuous clay content; or residual soil with stones.
4	Soft or very soft clay, organic silt; or soft silty clay.
5	Medium or stiff clay that may be placed in such a way that a negligible amount of water will enter the spaces between the chunks during floods or heavy rains.

3. Computation of backfill pressure. (AREMA 8.5.3.2a)
  - a. Values of the unit weight, cohesion, and angle of internal friction of the backfill material shall be determined directly by means of soil tests or, if the expense of such tests is not justifiable, by means of AREMA Table 8-5-2 referring to the soil types defined in AREMA Table 8-5-1. Unless the minimum cohesive strength of the backfill material can be evaluated reliably, the cohesion shall be neglected and only the internal friction considered. See Appendix page A-6 for AREMA generic soil properties.

**Table 8-5-2 (AREMA) Properties of Backfill Materials**

Type of Backfill	Unit Weight Lb. Per Cu. Ft.	Cohesion "c"	Angle of Internal Friction
1	105	0	33°-42°(38° for broken stone)
2	110	0	30°
3	125	0	28°
4	100	0	0°
5	120	240	0°

4. Compaction.
  - a. The backfill shall preferably be placed in loose layers not to exceed 8 inches in thickness. Each layer shall be compacted before placing the next, but over compaction shall be avoided.
  - b. It is required that backfill be compacted to no less than 95% of maximum dry density at a moisture content within 2% of optimum and tested using Modified Proctor ASTM D1557.
  - c. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to not less than 100% of maximum.
  - d. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.

## 10. PLANS

The shoring plans must completely identify the site constraints and the shoring system. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of

the plan submittals are as follows:

1. General plan view should show:

- a. Railroad right-of-way and North arrow.
- b. Position of all Railroad tracks and identify each track as mainline, siding, spur, etc.
- c. Spacing between all existing tracks.
- d. Location of all access roadways, drainage ditches and direction of flow.
- e. Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
- f. Proposed horizontal construction clearances. The minimum allowable is eight (8) feet six (6) inches measured at a right angle from centerline of track.
- g. Location of existing and proposed utilities.
- h. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
- i. Railroad and other "CALL BEFORE YOU DIG" numbers.
- j. Detailed view of shoring along with controlling elevations and dimensions.

2. Typical section and elevation should show:

- a. Top of rail elevations for all tracks.
- b. Offset from the face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
- c. All structural components, controlling elevations and dimensions of shoring system.
- d. All drainage ditches and controlling dimensions.
- e. All slopes, existing structures and other facilities which may surcharge the shoring system.
- f. Location of all existing and proposed utilities.
- g. Total depth of shoring system.

3. General criteria

- a. Design loads to be based on the AREMA manual and Cooper E80 loading.
- b. Pressure due to embankment surcharges.
- c. ASTM designation and yield strength for each material.
- d. Maximum allowable bending stress for structural steel is  $0.55F_y$ .
- e. Temporary overstress allowances are not acceptable.
- f. All timber members shall be Douglas Fir grade 2 or better.
- g. In situ soil classification.
- h. Backfill soil classification.
- i. Internal angle of friction and unit weight of the soil.
- j. Active and passive soil coefficients.
- k. Fill within 100 feet of bridge ends or 20 feet outside culverts shall be placed and compacted to a minimum of 100% of maximum dry density tested per Modified Proctor ASTM D1557.
- l. Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
- m. Dredge line elevation.
- n. Shoring deflection to be calculated and meet Railroad requirements.

#### 4. Miscellaneous:

- a. Project name, location, Railroad line, milepost in the title block.
- b. Procedure outlining the installation and removal of the temporary shoring system.
- c. General notes specifying material requirements, design data, details, dimensions, cross-sections, sequence of construction etc.
- d. A description of the tieback installation including drilling, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations and spacing.
- e. All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
- f. Details and descriptions of all shoring system members and connection details.
- g. Settlement and displacement calculations.
- h. Handrail and protective fence details along the excavation.
- i. Drawings must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed.
- j. Call before you dig number.
- k. Construction clearance diagram.

#### 11. SUBMITTALS

The Contractor will be responsible for any and all cost associated with the review of plans by the Railroad. Review of design submittals by the Railroad will require a minimum of four (4) weeks. To avoid impacting the construction schedule, the Contractor must schedule submittals well in advance. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved. Submit a minimum of three sets of shoring plans and two sets of calculations with manufacturers' specifications. Drawings and calculations must be signed and stamped by a Registered Professional Engineer familiar with Railway loadings and who is licensed in the state where the shoring system is intended for use. Drawings accompanying the shoring plans shall be submitted on 11" x 17" or 8½" x 11" sized paper.

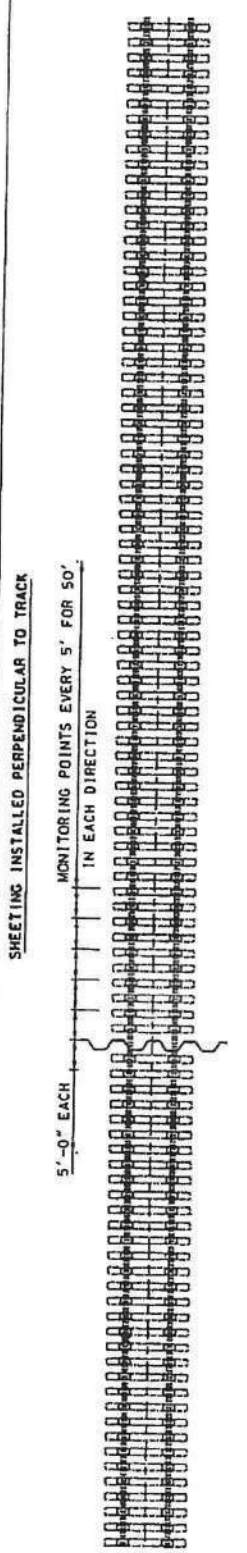
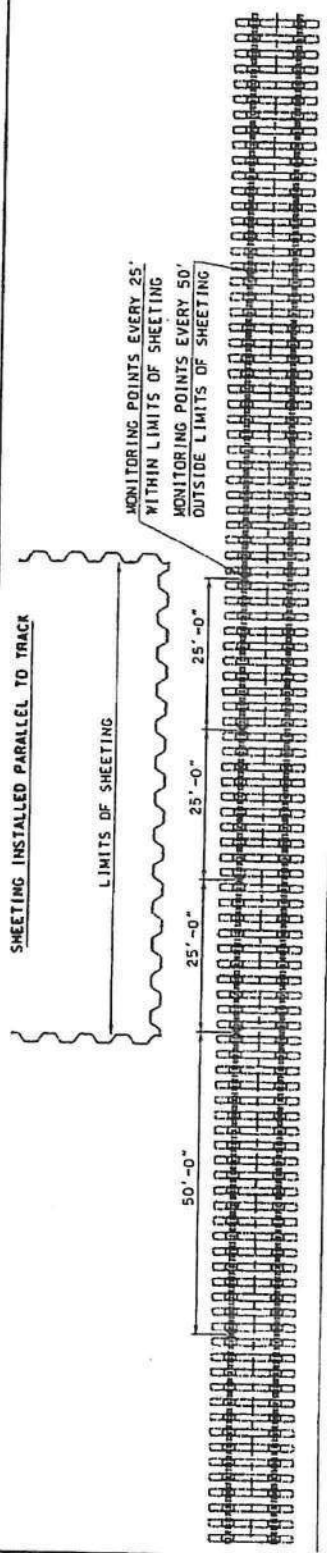
1. Contractor review.  
The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. The Contractor's work plan must be developed to allow train traffic to remain in service. Removal of the shoring system must also be addressed.
2. Applicant and or Engineer of Record review.  
The applicant and or Engineer of Record must review and approve the submittal for compliance with the project specifications, AREMA Manual, these guidelines and structural capacity before forwarding the submittal to the Railroad.

3. Review process.  
All design submittals shall be forwarded to the Railroad Representative who will send them to the Structures Design Department. The Structures Design Department shall review. During the review process the Railroad Representative is the point of contact to resolve outstanding issues.

## 12. BIBLIOGRAPHY

The following list of references used in these guidelines:

1. *Manual for Railway Engineering*, 2002 American Railway Engineering and Maintenance-of-Way Association.

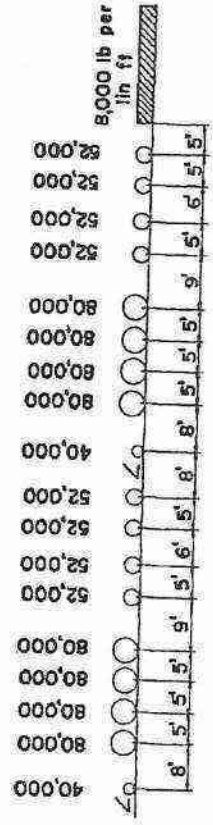


**SURVEY MONITORING PROCEDURES**

ACTIVITY FREQUENCY	LOCATION OF SETTLEMENT POINTS	FREQUENCY
INSTALLATION OF THE CASTING, GROUTING OPERATION, AND DURING DEWATERING OPERATION.	ALL POINTS AS NOTED ABOVE AND AS REQUIRED BY NJTRANSIT ON THE CONTRACTOR'S APPROVED DEWATERING PLANS.	IMMEDIATELY PRIOR TO START AND CONTINUOUSLY DURING JACKING, AND ALL GROUTING OPERATIONS, DAILY DURING ALL DEWATERING ACTIVITIES FOR THE FIRST 7 DAYS AND THEN TWICE WEEKLY.
AT COMPLETION OF JACKING AS NECESSARY.	ALL POINTS AS NOTED ABOVE.	AFTER 1 TRAIN, AFTER 5 TRAINS, AFTER 1 DAY, AFTER 1 WEEK, AFTER 1 MONTH OR AS DIRECTED BY THE MANAGER, RIGHT-OF-WAY ENGINEERING, OR HIS DESIGNEE.

SHOULD THE TOTAL CHANGES IN THE RAIL ELEVATIONS FOR ANY PAIR OF ADJACENT POINTS EXCEED THE ESTABLISHED BASE ELEVATIONS BY 0.02 FT., THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE DIRECTOR, RIGHT-OF-WAY ENGINEERING, OR HIS DESIGNEE. ALL READINGS SHALL BE TRANSMITTED DIRECTLY TO THE NJTRANSIT RESIDENT ENGINEER WITHIN 24 HOURS OF TAKING THE MEASUREMENTS. READINGS AND ELEVATIONS SHALL BE CERTIFIED BY A LICENSED LAND SURVEYOR. COPIES OF THE FIELD DATA SHALL BE MAINTAINED ON-SITE BY THE CONTRACTOR. REVIEW OF THE SURVEY DATA BY NJTRANSIT WILL MADE AT THE END OF THE WEEK FOLLOWING THE SHORING INSTALLATION TO DETERMINE THE NEED FOR ADDITIONAL ELEVATION MEASUREMENTS.

<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	REVISION				<p>James P. O'Neil  <b>JAMES M. GALVIN P.E.</b>          NJ LIC. 24620140500</p>	<p><b>NJTRANSIT</b>          RAIL OPERATIONS          CONTRACTS          NEWARK, NJ 07102-2214</p>	<p>INFRASTRUCTURE ENGINEERING          OFFICE OF CHIEF ENGINEER          STRUCTURES</p>	<p>FIGURE 1</p>	<table border="1"> <tr> <td>CONTRACT No.</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	CONTRACT No.							
DATE	BY	REVISION																	
CONTRACT No.																			



COOPER E80 LOAD  
SCALE: (NOT TO SCALE)

Vertical pressure  $q$  shall be based on a distribution width  $L_d$   
 $L_d$  is the length of the tie plus  $H_1$   
 $H_1$  is the height from the bottom of the top of the shoring.  
 $H_2$  is a depth of the point being evaluated with the Boussinesq Equation.  
 $S$  is a distance perpendicular from centerline of track to the face of shoring.  
 $D$  is from top of shoring to one foot below dredge line.  
 $Z_p$  is the minimum embedment depth.  
 Length of the tie is 9 feet  
 $q$  is the intensity of strip load due to E80 railroad live load  
 and shall be calculated as follows:

For  $H_1=0$   $L_d$ : Length of tie, therefore,  $q = \frac{80,000 \text{ lb}}{(5 \text{ feet})(8.5 \text{ feet})} = 1,882 \text{ psf}$

For  $H_1>0$   $L_d$ : Length of tie +  $H_1$ , therefore,  $q = \frac{80,000 \text{ lb}}{(5 \text{ feet})(L_d)}$

CASE 1: Lateral live load pressure  $P_s$ , due to E80 loading for track parallel to shoring system is calculated using the Boussinesq Load Equation.

$$P_s = \frac{2q}{\pi} \left\{ \beta + \sin \beta \sin^2(a) - \cos^2(a) \right\}$$

The above equation can be simplified into the following equivalent form:

$$P_s = \frac{2q}{\pi} \left\{ \beta - \sin \beta \cos(2a) \right\}$$

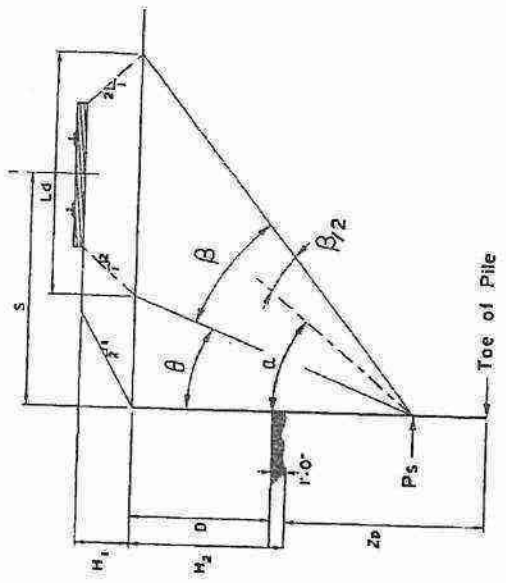
$a$  and  $\beta$  are angles measured in radians,  $a = \theta + \frac{\beta}{2}$

CASE 2: Live load pressure due to E80 loading for track at a right angle to the shoring system can be calculated using the following equation.

$$P_s = KA q$$

$$\text{where } KA = \tan^2\left(45 - \frac{\theta}{2}\right)$$

$\theta$  is the angle of the internal friction in degrees.



PLAN  
SCALE: (NOT TO SCALE)

HORIZONTAL DISTANCE FROM SHORING TO TRACK & MEASURED AT RIGHT ANGLE FROM TRACK.	MAXIMUM HORIZONTAL MOVEMENT OF SHORING SYSTEM.	MAXIMUM ACCEPTABLE HORIZONTAL OR VERTICAL MOVEMENT OF RAIL.
$12' < S < 18'$	$3/8"$	$1/4"$
$18' < S < 24'$	$1/2"$	$1/4"$

INFRASTRUCTURE ENGINEERING OFFICE OF CHIEF ENGINEER STRUCTURES	LIVE LOAD PRESSURE DUE TO E80 LOADING	FIGURE 2
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Approved by Chief <b>JAMES M. GALVIN P.E.</b> M/LC 246837-03300 Date: _____ Remarks: _____	Date: _____ Remarks: _____
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**SPECIFICATIONS  
FOR  
WIRE, CONDUIT, AND CABLE  
OCCUPANCY  
OF  
NJ TRANSIT PROPERTY  
ET-2**



**Michael Gaspartich  
Deputy General Manager  
For Infrastructure Engineering**

**November 2012**

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7. INDUCTIVE INTERFERENCE	9

**1. SCOPE:**

- 1.1 These specifications apply to the design of electrical infrastructure, wires, and cables (power, fiber optic, communication, etc.) which are to be located over, under, across, or upon NJ TRANSIT right-of-ways, properties, and facilities, as well as any tracks owned by others over which NJ TRANSIT Rail operates its equipment. Excavations associated with such installations are subject to requirements cited in the "EP-2 Specifications For Pipeline Occupancy on NJ TRANSIT Property".

**2. APPLICATION FOR OCCUPANCY**

- 2.1 Individuals, Corporations, Municipalities, and other entities (known as the owner, permittee, or applicant) requesting occupancy of NJ TRANSIT rail property by which such wire or cable occupations must agree, upon approval of the construction details by the office of the Chief Electrical Engineer, to execute an appropriate occupancy agreement and pay any and all required fees and/or rentals outlined therein.
- 2.2 Application for occupancy shall be made by a letter addressed to Property Agreement Coordinator, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105-2246, giving the following:
- a. Name of Individual, Corporation, Municipality, or other entity requesting the occupancy
  - b. Complete mailing address of applicant
  - c. Name and title of person who is authorized to sign the agreement
  - d. The state in which the applicant is incorporated, if applicable
- 2.3 All applications shall be accompanied with eight (8) copies of all construction plans and three (3) copies of specifications and

computations concerning the proposed occupancy. The construction plans and the specifications shall be signed and sealed by a licensed Professional Engineer registered in the appropriate state where the work will be located.

- 2.4 The applicant is advised that they should expect a minimum of 30 days review period.

### **3. APPROVAL OF PLANS**

- 3.1 Entry upon railroad property for the purpose of conducting surveys, field inspections, obtaining soil information, or any other purpose associated with the design and engineering of the proposed occupancy will not be permitted until a Temporary Access Permit is obtained. The issuance of such a permit does not constitute authority to proceed with the actual construction, which cannot begin until a formal agreement (License or Occupancy Permit) is executed by NJ TRANSIT Corporation and permission to proceed is given by the NJ TRANSIT's field manager.
- 3.2 Plans for proposed wire line or cable occupations shall be submitted to and meet the approval of the Chief Electrical engineer prior to start of construction.
- 3.3 After folding drawings to be submitted, the title block and other identification of the plans shall be visible without the necessity of unfolding at the lower right-hand corner. Each plan shall be individually identified by number and an original date, together with subsequent revision dates, clearly identified on the plan so as to be readily apparent as to just what revisions were made and when.
- 3.4 All plans are to be individually folded and when more than one plan is involved, they shall be assembled into complete sets before submission to NJ TRANSIT.
- 3.5 Plans shall be drawn to scale and show the following:

- 3.5.1 Plan view of crossing or occupation in relation to all NJ TRANSIT facilities. All related dimensions must be shown referenced from top of rail for height measurements, and centerline of track for lateral measurements.
- 3.5.2 Show the location of wire or cable (in feet/inches) from nearest railroad milepost, centerline of a railroad bridge (giving bridge number) or center line of an existing train station. In all cases, the name of the county and state in which the proposed facilities are located must be shown. The location plan shall indicate proposed state plane coordinates and ground surface elevations of the work as well as reference to centerline alignment and profile of near tracks, support poles and guy anchors, existing foundations and overhead or under-grade wire, conduit, pipelines or structures. NJ TRANSIT Rail uses NJ State or NY State coordinate systems for horizontal control as appropriate and vertical datum based on Mean Sea Level equal to 0.0 feet at Sandy Hook, NJ (1929). Location and elevation of referenced bench mark, used for top of rail elevations shall be shown.
- 3.5.3 Show the profile of ground on centerline of pole or tower line, showing clearances, between top of rail and bottom of sag (governing worst-case clearance condition), as well as clearances from bottom wire or cable to top wire or cable of railroad's transmission, signal, and communication lines, catenary and third rail, when present. If none of these facilities are in existence at the point of crossing, the plans should so indicated. Actual under-clearances shall be shown. Criteria for unusual conditions such as wind or ice loads shall be identified. Sag calculations indicating the worst case clearance for each identified location shall be provided.
- 3.5.4 Show all known property lines. If wires, cables or conduits are within public highway limits, such limits shall be clearly indicated with dimensions from center line. Indicate existing or discovered subsurface utilities, drains, or structures along with associated buried depths. Property information shall be coordinated with the

applicable Right-of-Way and Track maps or valuation sheets. Copies of these maps can be obtained from the NJ TRANSIT Real Estate Department. These maps should be used to located work with respect to railroad stationing, structure number, and mile post.

3.5.5 The plan must be specific, as to:

- a. Base diameter, height, class, and buried depth of poles/structures. Poles shall be set as close to the property lines as possible but no closer than 18'0" from face of pole to center line of nearest track. Each location must be analyzed to consider speed, traffic, proximity of ditches, conflicts with right-of-way access roads, curves, etc.
- b. Identify number of, size, geometry, configuration, length, and material of wires, as well as number of pairs in communication cables. The same basic requirements held for fiber optic cables. (Complete description shall be provided of the items). Also, include any additional appurtenances to be attached to structures, to include, but not limited to guys, antennas, alternative energy devices, meters, etc.)
- c. Nominal voltage and frequency of line. (State line to line or line to neutral and if and how circuit is grounded).
- d. Number of, locations, size, material, of anchors and all guying for structures, poles and arms. Design incorporating guy anchors must avoid drainage ditches and allow for the maintenance of same. Guys shall avoid extending into the live load influence envelope of the track structure (refer to EP-2 Specifications).

Notes: Double cross-arms and/or dead-end construction are required on poles crossing or adjacent to track. Any tower designs must be accompanied by engineering computations and data. Ultimate design criteria are required for review and approval by Chief Electrical Engineer.



#### **4. CONSTRUCTION REQUIREMENTS**

- 4.1 Power and communication lines shall be constructed in accordance with "Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines, National Electrical Safety Code, Part 2", (current issue), in addition to as outlined in Item 3.5.5 (a) of this document.
- 4.2 Vertical Clearances above top of rail are required to meet or exceed current NESC code clearance plus ten feet. Special exceptions may be made with approval by Chief Electrical Engineer.
- 4.3 Under special conditions, the railroad will give consideration to occupancy on its catenary structures, subject to the approval of the Chief Electrical Engineer.
- 4.4 The applicant, when working within NJ Transit Electrified Territory, shall be governed, and abide by, the rules outlined in New Jersey Transit's Electrical Operating Instructions, TRO-3, current issue.
- 4.5 The applicant shall provide the names and phone numbers of at least two (2) persons available on a 24-hour basis, should an emergency situation occur.
- 4.6 The applicant shall thoroughly describe all plans for and staging of demolition, erection, wire-pulling, temporary support, and other procedures necessary to accomplish his work.
- 4.7 The applicant is instructed to incorporate schedules, staging, methods, and techniques which minimize the potential hazards and limit impact on NJ TRANSIT Rail Operations. NJ TRANSIT Rail reserves the right to modify construction plans to reduce the possibility of service interruptions and facilitate emergency work or planned maintenance.
- 4.8 The contractor shall be responsible for adhering to all governing code requirements and Federal, State, County, & local rules, regulations,

and requirements. The contractor shall be responsible for relocation of electrical utility lines, providing disconnect switches, obtaining utility service interruptions, line, equipment or other facility outages/clearances, and acquiring utility approval for work subject to these regulations.

## **5. LONGITUDINAL OCCUPANCIES**

- 5.1 Wires and cables running longitudinally along rail rights-of-ways shall be constructed as close to railroad property lines as possible. For electrical power wires and cables and communication cables the following information shall be submitted:
- a. Voltage of circuit(s), number of pairs
  - b. geometry, configuration, ect. of electrical circuit(s)
  - c. Number of electrical circuit(s)
  - d. Size (AWG or MCM) and material of wires, cables, or fibers  
(Messenger included)
  - e. Length of spans clearly indicated on drawing

Any facilities overhanging railroad property must have approval of the railroad and appropriate rental charges will be applied.

## **6. UNDERGROUND ELECTRICAL FACILITIES**

- 6.1 All underground electrical facilities (except those in streets where it would not be practical to do so) shall be prominently marked at right-of-way lines (on both sides of track for crossings) by durable, weatherproof signs located over the centerline of the pipe. Signs shall show the following:
1. Name and address of owner
  2. Contents of pipe including voltage
  3. Pipe depth below surface at point of a sign
  4. 24 hour emergency telephone number

6.2 For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. In no event, shall they be placed more than 500 feet apart unless otherwise specified by the Chief Engineer.

6.3 The owner must maintain all signs on NJ TRANSIT right-of-ways as long as the occupational agreement is in effect. The signs must be easily readable, solidly installed, and replaced/repared when damaged.

6.4 Any mark-out of existing or proposed facilities shall conform with current NJ One Call Mark-Out requirements. In addition to contacting the NJ One Call, the contractor must contact NJ TRANSIT for marking its own facilities prior to any excavation work.

## **7. INDUCTIVE INTERFERENCE**

7.1 On agreements covering longitudinal occupancies, provisions will be included that the applicant shall provide appropriate remedies, at his own expense, to correct any interference with railroad facilities.

7.2 NJ TRANSIT shall not be responsible for undesirable effects or hazardous conditions caused by its electrical, signal, or communication facilities which arise in installations constructed by the applicant. The applicant shall take any and all steps necessary to mitigate such conditions and/or personnel hazards.

7.3 Existing occupancies on NJ TRANSIT property, by others, shall be reviewed by the applicant to determine compatibility of the combined systems. The applicant shall cooperate with third parties to insure that existing occupations are not impaired and at applicants expense, shall correct all interference that results from this construction.



**Third Party Contractor Vehicle use  
on NJ TRANSIT Property**



Michael Gaspartich  
Deputy General Manager  
For Infrastructure Engineering

November 2012

### **Third Party Contractor Vehicle use on NJ TRANSIT Property**

All hi-rail equipment to be used on NJ TRANSIT right-of-way must be inspected and approved by the NJ TRANSIT's Work Equipment Department prior to entering NJ TRANSIT's property.

Once inspected and approved, Hi-rail equipment will be issued a sticker which will be valid for 3 months. The sticker must be displayed in the vehicle cab during use. If the hi-rail sticker becomes invalid, the vehicle will not be allowed to operate on NJ TRANSIT property. The contractor must ensure that the inspected and approved equipment remains in its approved physical and working condition.

NJ TRANSIT's Work Equipment Shop will require a two week notification prior to the anticipated inspection date of the equipment. If equipment fails inspection, it will not be allowed to operate on the right-of-way.

The contractor must ensure that hi-rail equipment operators are properly trained and fully qualified to operate said equipment.

The attached "Contractor Hi-Rail Equipment Check List" will be used during inspection.



# CONTRACTOR HI-RAIL EQUIPMENT CHECK LIST

Contractor \_\_\_\_\_

Date \_\_\_\_\_

Phone# \_\_\_\_\_

Truck# \_\_\_\_\_

License plate# \_\_\_\_\_

Height 15'1 max \_\_\_\_\_

Width 10'1"max \_\_\_\_\_

Expire date \_\_\_\_\_

	OK	Fail
1) Visual Inspection		
2) Tire and wheel Condition		
3) Rail wheel condition (wear)		
4) Steering wheel lock for Hi-rail (If required)		
5) Hi rail safety locking pins		
6) Hi-rail mounting bolt		
7) Hi-rail brakes (front)		
8) Head/tail/Brake lights front/rear		
9) Mirrors		
10) Horn		
11) Strobe light		
12) back up alarm		
13) First aid kit		
14) Fire Extinguisher		
15) Hi rails insulated		
Guide wheel back flange gauge	YES	NO
	Front	
Rear		

Inspected by: \_\_\_\_\_

Pass

Fail

Note. Inspection only good for 3 months  
If truck leave N.J.T will need new inspection



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 - CAMDEN

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

**PREVAILING WAGE RATE**

	03/01/22
Journeyman (Mechanic)	W42.98 B27.48 T70.46

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - CAMDEN**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/22
Foreman	W53.13 B46.00 T99.13
General Foreman	W55.13 B47.05 T102.18
Journeyman	W48.13 B44.29 T92.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Boilermaker                      COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

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

**County - CAMDEN**

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 - CAMDEN**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/22
Foreman	W35.19 B17.67 T52.86
General Foreman	W35.69 B17.67 T53.36
Mechanic	W33.69 B17.67 T51.36

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - CAMDEN**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/25/22
Deputy Foreman	W49.30 B34.13 T83.43
Foreman	W52.30 B34.13 T86.43
Journeyman	W46.30 B34.13 T80.43

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 months										
Benefits	4.00	5.00	5.50	6.00	22.37	23.86	25.34	26.82		

**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 - CAMDEN**

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 - CAMDEN

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/16/22
Foreman	W61.30 B36.10 T97.40
Journeyman	W53.30 B31.47 T84.77

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	58% of	Appren	tice	Wage	for all	intervals	+ \$0.55			

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

**Craft: Carpenter                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - CAMDEN**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	06/06/22
Foreman	W61.30 B36.01 T97.31
Journeyman	W53.30 B31.38 T84.68

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	58% of	Appren	tice	Wage	for all	intervals	+ \$0.46			

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.

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

**OVERTIME:**

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

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

**County - CAMDEN**

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 - CAMDEN**

**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 - CAMDEN**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	05/18/22
Foreman	W47.19 B28.21 T75.40
General Foreman	W51.48 B28.21 T79.69
Journeyman	W42.90 B28.21 T71.11

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - CAMDEN**

Veterans' Day, Thanksgiving Day, Christmas Day.



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

**County - CAMDEN**

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	06/10/22	11/01/22	05/01/23
Foreman	W54.88 B38.14 T93.02	W54.88 B39.64 T94.52	W56.98 B41.14 T98.12
Journeyman	W45.73 B38.14 T83.87	W45.73 B39.64 T85.37	W47.48 B41.14 T88.62

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Dockbuilder                      COMMENTS/NOTES**

**Creosote Handling:**

- May 1st to Sept. 30th: + \$0.50 above hourly rate
- Oct. 1st to April 30th: + \$0.25 above hourly rate

**Hazardous Material Work:**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT WORK:**

- Shift work pertains to both land and water work.
- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.
- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.
- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

**OVERTIME:**

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

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

**County - CAMDEN**

- 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 - CAMDEN**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	06/16/22
Foreman	W46.36 B28.16 T74.52
General Foreman	W48.48 B28.16 T76.64
Journeyman	W42.16 B28.16 T70.32

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	11.00	Intervals	3 to 4 =	13.77	Intervals	5 to 6 =	17.38	

**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 - CAMDEN

**Craft: Electrician**

**PREVAILING WAGE RATE**

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

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Electrician**

**COMMENTS/NOTES**

THESE RATES ALSO APPLY TO THE FOLLOWING:

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

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

FOREMAN REQUIREMENTS (number of Electricians on site):

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

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

**County - CAMDEN**

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 - CAMDEN**

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

**PREVAILING WAGE RATE**

	01/01/22
Master Technician/Gen. Foreman (31+ Workers on Job)	W51.03 B37.10 T88.13
Senior Technician/Lead Foreman (21-30 Workers on Job)	W46.39 B35.69 T82.08
Technician A/Foreman (11-20 Workers on Job)	W44.25 B35.03 T79.28
Technician B/Working Foreman (4-10 Workers on Job)	W42.97 B33.64 T76.61
Technician C/Journeyman (1-3 Workers on Job)	W39.01 B31.44 T70.45

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

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

**OVERTIME:**

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

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

**County - CAMDEN**

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 - CAMDEN**

**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 - CAMDEN

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

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

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

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

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

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

**County - CAMDEN**

\* 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 - CAMDEN

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

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

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

**COMMENTS/NOTES**

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

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

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

County - CAMDEN

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

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

**COMMENTS/NOTES**

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

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

County - CAMDEN

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/22
Helper-Over 5 Years	W44.46 B41.03 T85.49
Helper-Under 5 Years	W44.46 B40.14 T84.60
Mechanic (Journeyman) over 5 years	W63.52 B42.56 T106.08
Mechanic (Journeyman) under 5 years	W63.52 B41.29 T104.81
Mechanic in Charge (Foreman) over 5 years	W71.46 B43.19 T114.65
Mechanic in Charge (Foreman) under 5 years	W71.46 B41.76 T113.22
Probationary Helper (1st 6 months)	W31.76 B39.38 T71.14

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

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

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

**County - CAMDEN**

**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 - CAMDEN**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/11/22
Foreman	W50.09 B35.61 T85.70
Journeyman	W46.09 B35.61 T81.70

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.16	22.19	25.78	28.81						
Benefits	19.16	21.14	22.65	24.81						

**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 = \$43.97/hr.

Double time = \$52.33/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 - CAMDEN**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	05/01/22
Foreman (11-20 workers)	W62.32 B40.90 T103.22
Foreman (1-5 workers)	W59.48 B40.90 T100.38
Foreman (21-49 workers)	W65.15 B40.90 T106.05
Foreman (50+ workers)	W67.98 B40.90 T108.88
Foreman (6-10 workers)	W60.62 B40.90 T101.52
Journeyman	W56.65 B40.90 T97.55

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	30.36	30.36	Intervals	3 to 10 =	34.61					

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

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

**County - CAMDEN**

**OVERTIME:**

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays 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.
- 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 regular rate, inclusive of benefits.

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

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

**County - CAMDEN**

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

**PREVAILING WAGE RATE**

	05/01/22
Material Handler - 1st Level	W31.53 B23.74 T55.27
Material Handler - 2nd Level	W45.69 B23.74 T69.43
Mechanic (Journeyman)	W56.65 B40.90 T97.55

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

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

**COMMENTS/NOTES**

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

**JOB TITLES:**

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

**RATIOS:**

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

**SHIFT DIFFERENTIALS:**

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

**OVERTIME:**

- Hours in excess of 40 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 (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, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.



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

**County - CAMDEN**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W62.23 B33.77 T96.00	W0.00 B0.00 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W64.73 B33.77 T98.50	W0.00 B0.00 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W57.23 B33.77 T91.00	W0.00 B0.00 T93.20	W0.00 B0.00 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	50%	70%	90%						
Benefits	13.05	19.66	26.28							

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - CAMDEN**

paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

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

**County - CAMDEN**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W50.97	W0.00	W0.00	W0.00	W0.00
	B31.42	B0.00	B0.00	B0.00	B0.00
	T82.39	T84.59	T86.59	T88.59	T90.59
General Foreman	W53.47	W0.00	W0.00	W0.00	W0.00
	B31.42	B0.00	B0.00	B0.00	B0.00
	T84.89	T87.09	T89.09	T91.09	T93.09
Journeyman	W45.97	W0.00	W0.00	W0.00	W0.00
	B31.42	B0.00	B0.00	B0.00	B0.00
	T77.39	T79.59	T81.59	T83.59	T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	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 bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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 - CAMDEN**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02	W0.00	W0.00	W0.00	W0.00
	B31.07	B0.00	B0.00	B0.00	B0.00
	T83.09	T85.29	T87.29	T89.29	T91.29
General Foreman	W54.52	W0.00	W0.00	W0.00	W0.00
	B31.07	B0.00	B0.00	B0.00	B0.00
	T85.59	T87.79	T89.79	T91.79	T93.79
Journeyman	W47.02	W0.00	W0.00	W0.00	W0.00
	B31.07	B0.00	B0.00	B0.00	B0.00
	T78.09	T80.29	T82.29	T84.29	T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	50%	70%	90%						
Benefits	13.05	19.66	26.28							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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 - CAMDEN

**Craft: Ironworker**

**PREVAILING WAGE RATE**

	07/01/22
Foreman- Fence and Guardrail	W53.00 B35.64 T88.64
Foreman-Rod/Mesh	W58.12 B36.42 T94.54
Foreman-Structural	W59.27 B36.42 T95.69
Journeyman- Fence and Guardrail	W49.07 B35.64 T84.71
Journeyman-Rod/Mesh	W50.54 B36.42 T86.96
Journeyman-Structural	W51.54 B36.42 T87.96

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	63%	77%	86.5%							

**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 - CAMDEN**

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

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

For Rod/Mesh and Structural-

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

When wages are double, benefits = \$45.84.

For Fence and Guardrail-

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

When wages are double, benefits = \$44.28.

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



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

**County - CAMDEN**

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

**PREVAILING WAGE RATE**

	08/09/22
Foreman	W41.38 B24.21 T65.59
Journeyman (Handler)	W36.78 B24.21 T60.99

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.07	25.75	29.42	33.10						
Benefits	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 - CAMDEN**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/19/22
Class A Journeyman	W36.50 B30.62 T67.12
Class B Journeyman	W35.75 B30.62 T66.37
Class C Journeyman	W30.39 B30.62 T61.01
Foreman	W41.06 B30.62 T71.68
General Foreman	W45.63 B30.62 T76.25

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**County - CAMDEN**

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

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

**OVERTIME:**

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

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used 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 - CAMDEN

Craft: Laborer - Heavy & General

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

Craft: Laborer - Heavy & General

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.38	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 - CAMDEN

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

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

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

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

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

**County - CAMDEN**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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



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

County - CAMDEN

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer**

**COMMENTS/NOTES**

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



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

County - CAMDEN

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - CAMDEN**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	02/03/22
Apprentice (1st year)	W28.35 B13.80 T42.15
Apprentice (2nd year)	W32.35 B24.75 T57.10
Foreman (Charge Person)	W41.00 B25.53 T66.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W36.23 B25.53 T61.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W40.00 B25.53 T65.53

**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 - CAMDEN

**Craft: Paperhanger                      PREVAILING WAGE RATE**

	05/18/22
Foreman	W51.90 B28.21 T80.11
Journeyman	W47.19 B28.21 T75.40

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - CAMDEN

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 - CAMDEN**

**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 - CAMDEN

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/11/22
Foreman	W52.32 B50.30 T102.62
Journeyman	W47.56 B50.30 T97.86

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30%	35%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	31.34	32.76	35.54	36.93	38.31	39.71	41.11	42.50	43.91	45.27

**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 - CAMDEN

**Craft: Roofer                      PREVAILING WAGE RATE**

	05/06/22
Foreman (5 workers or less)	W43.48 B33.87 T77.35
Foreman (6 workers or more)	W43.98 B33.87 T77.85
Journeyman	W41.48 B33.87 T75.35

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	22.89	27.14	33.87	33.87						

**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 - CAMDEN

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

**PREVAILING WAGE RATE**

	05/06/22
Foreman (3 workers or less)	W31.50 B22.10 T53.60
Foreman (4 workers or more)	W32.25 B22.10 T54.35
Helper	W15.63 B22.10 T37.73
Journeyman (shingle work)	W31.25 B22.10 T53.35

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

**APPRENTICE RATE SCHEDULE**

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

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	07/22/22
Foreman	W32.54 B24.35 T56.89
Journeyman	W30.54 B24.35 T54.89

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	23.79	23.84	23.88	23.93	23.97	24.02	24.07	24.12	24.16	24.25

**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 - CAMDEN**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	05/17/22
Foreman	W59.65 B47.28 T106.93
General Foreman	W63.56 B47.28 T110.84
Journeyman	W55.75 B47.28 T103.03

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	60%	65%	70%	75%	85%		
6 Months										
Benefits	25.66	25.66	29.85	29.85	29.85	29.85	29.85	29.85		

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 1 to 10 Sheet Metal Workers on a job, 1 must be designated a foreman.
- When there are 11 to 20 Sheet Metal Workers on a job, 1 must be designated a foreman, and 1 must be designated a general foreman.
- When there are 21 or more Sheet Metal Workers on a job, 2 must be designated foremen, and 1 must be designated a general foreman.

The regular workday is 8 hours, between 7:00 AM and 3:30 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 regular rate, per hour, 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, 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 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, Good Friday, Memorial Day, July 4th, Labor Day, General 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 - CAMDEN**

**Craft: Sprinkler Fitter                      PREVAILING WAGE RATE**

	05/10/22
Foreman	W66.69 B31.43 T98.12
Journeyman	W62.79 B31.43 T94.22

**Craft: Sprinkler Fitter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	18.84	20.09	21.98	25.12	28.26	34.53	40.81	43.95	47.09	50.23
Benefits	12.53	12.53	15.53	22.63	23.13	23.63	23.63	24.13	24.63	25.63

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

**Craft: Sprinkler Fitter                      COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

- Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours outside of the regular workday, and 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 on Saturdays, and 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 Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day ( 11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and all hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - CAMDEN

**Craft: Tile Worker                      PREVAILING WAGE RATE**

	06/06/22
Finisher	W42.80 B28.57 T71.37
Setter	W50.14 B34.05 T84.19

**Craft: Tile Worker                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Worker                      COMMENTS/NOTES**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - CAMDEN**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/01/22
Bucket, Tack Spreader trucks	W40.00 B30.17 T70.17
Concrete mobile unit; Seeding/Fertilizing/ Mulching truck	W40.00 B30.17 T70.17
Dump, Water, Form, Vacuum or Vac-All, Pick-up trucks	W40.00 B30.17 T70.17
Helper on Straight 3-axle truck; Mechanic's helper	W39.80 B30.17 T69.97
Large, off-road Dump or Water truck, Transit Mix Driver	W40.35 B30.17 T70.52
Mechanics	W40.50 B30.17 T70.67
Shop Steward	W41.35 B30.17 T71.52
Straight 3-axle truck	W40.00 B30.17 T70.17
Tow truck	W40.15 B30.17 T70.32
Tractor-Trailer (any), Fuel, Winch, Asphalt Oil Distributor trucks	W40.35 B30.17 T70.52

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

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

**SHIFT DIFFERENTIALS:**

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

**County - CAMDEN**

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

**OVERTIME:**

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

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

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

**County - CAMDEN**

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

**PREVAILING WAGE RATE**

	05/01/22
Driver	W34.60 B30.17 T64.77

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

**COMMENTS/NOTES**

These rates apply to delivery of materials TO a jobsite.

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - CAMDEN

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

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



# STATEWIDE RATES

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.63	36.65	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.63	36.65	92.28

**CLASSIFICATIONS:**

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.38	36.65	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
47.80	36.65	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman



TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS     Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.96	36.65	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.09	36.65	88.74

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.09	36.65	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.04	36.65	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
63.72	36.65	100.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
62.72	36.65	99.37

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.22	36.65	95.87

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
61.72	36.65	98.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
58.22	36.65	94.87

**CLASSIFICATIONS:**

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

STRUCTURAL STEEL ERECTION     Rates Expiration Date :

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
60.85	36.65	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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STRUCTURAL STEEL ERECTION     Rates Expiration Date :

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
56.79	36.65	93.44

**CLASSIFICATIONS:**

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier



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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
54.13	36.65	90.78

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
52.60	36.65	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.84	36.65	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
58.41	36.65	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
47.80	36.65	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.55	36.65	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
65.74	36.65	102.39

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
64.08	36.65	100.73

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
61.24	36.65	97.89

**CLASSIFICATIONS:**

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.58	36.65	96.23

**CLASSIFICATIONS:**

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

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STRUCTURAL STEEL ERECTION     Rates Expiration Date :

Effective Dates:

**07/01/2022**

Rate	Fringe	Total
61.24	36.65	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.38	36.65	87.03

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

**CLASSIFICATIONS:**

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

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

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FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

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



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

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

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

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.97	36.65	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
49.13	36.65	85.78

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**OVERTIME:**

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

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

**CLASSIFICATIONS:**

Certified Welder

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

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

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

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

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

<b>10/18/2021</b>			<b>10/01/2022</b>	<b>10/01/2023</b>
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	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

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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:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Screedman

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

**CLASSIFICATIONS:**

Raker, Luteman

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

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

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

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

**CLASSIFICATIONS:**

Foreman



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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

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

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

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

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

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

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

PIPELINE - MAINLINE TRANSMISSION    Rates Expiration Date :

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

PER DIEM PAYMENT:

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

NOTES:

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

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

OVERTIME:

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

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

**Effective Dates:**

**06/01/2022**

Rate	Fringe	Total
55.34	34.65	89.99

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

**06/01/2022**

Rate	Fringe	Total
55.34	34.65	89.99

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

**06/01/2022**

Rate	Fringe	Total
33.84	24.27	58.11

**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:**

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

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

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

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

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

**CLASSIFICATIONS:**

Pipeline Helper



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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

Asphalt Laborer

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

Electrician-Utility Work (North)

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

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

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

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

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

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

**Effective Dates:**

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

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

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

**CLASSIFICATIONS:**

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH)      Rates Expiration Date :

Effective Dates:

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

**CLASSIFICATIONS:**

Special License Operator

Effective Dates:

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

**CLASSIFICATIONS:**

Transit Man

Effective Dates:

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

**CLASSIFICATIONS:**

Line Equipment Operator

Effective Dates:

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

Effective Dates:

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

Effective Dates:

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

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

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

**CLASSIFICATIONS:**

Line Equipment Mechanic

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

**Effective Dates:**

<b>12/05/2021</b>			<b>12/04/2022</b>	<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/05/2021</b>			<b>12/04/2022</b>	<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

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

**CLASSIFICATIONS:**

Line Equipment Foreman

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

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

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

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

**SHIFT DIFFERENTIALS:**

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
65.28	53.00	118.28

**CLASSIFICATIONS:**

General Foreman

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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
58.14	48.74	106.88

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
55.08	46.90	101.98

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Welder



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

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
40.80	38.24	79.04

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
35.70	35.33	71.03

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
33.15	33.82	66.97

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
30.60	32.30	62.90

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
28.05	30.77	58.82

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

**CLASSIFICATIONS:**

Flagman

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
71.78	34.88	106.66	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.43	34.88	105.31	108.64

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.20	34.88	105.08	108.41

**CLASSIFICATIONS:**

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

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

**CLASSIFICATIONS:**

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

"General Decision Number: NJ20220001 06/17/2022

Superseded General Decision Number: NJ20210001

State: New Jersey

Construction Type: Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties in New Jersey.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number      Publication Date

0	01/07/2022
1	02/18/2022
2	02/25/2022
3	05/20/2022
4	06/17/2022

BRNJ0002-002 05/01/2021

	Rates	Fringes
Bricklayer.....	\$ 45.20	33.26

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

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BRNJ0002-003 05/01/2021

DOES NOT INCLUDE BUILDING CONSTRUCTION IN MERCER COUNTY - SEE  
SUNJ1993-001

	Rates	Fringes
Cement mason.....	\$ 45.20	33.26

Cement mason:  
Epoxy, acid and latex work: \$.50 per hour additional.

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CARP0006-005 05/01/2021

	Rates	Fringes
Carpenter.....	\$ 51.89	57%

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CARP0454-002 05/01/2021

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
OCEAN AND SALEM COUNTIES:

	Rates	Fringes
Piledriver.....	\$ 43.73	37.94

PAID HOLIDAYS:  
New Year's Day, Washington's Birthday, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day; provided that the worker works any of the three days  
in the five-day work week preceding the holiday and the  
first work day after the holiday.

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CARP1556-002 05/01/2021

MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 49.00	48.27

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: \$.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

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ELEC0269-003 10/01/2017

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%

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ELEC0269-004 07/06/2020

BURLINGTON COUNTY (north of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, includes Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, includes New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); MERCER COUNTY:

	Rates	Fringes
ELECTRICIAN		
Cable Splicer.....	\$ 52.71	62.48%
Electrician.....	\$ 51.71	64.70%

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ELEC0351-001 10/04/2021

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the



Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Electricians:		
Cable splicer on lead cable.	\$ 46.51	72.54% + .65
Electrician and cable		
splicer.....	\$ 50.19	77.04%+.55

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ELEC0351-002 12/05/2021

ATLANTIC COUNTY; BURLINGTON COUNTY (south of a line following the west and south limits of Burlington Borough from the Delaware River, in a southeasterly direction, to the Burlington - Mt. Holly road; then, south-southeast along the Burlington - Mt. Holly road to the town of Mt. Holly, does not include Mt. Holly; then, east along the Pennsylvania Railroad to the town of New Lisbon, does not include New Lisbon; then, continuing along the Pennsylvania Railroad to the Ocean County line); CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Line construction:		
Groundmen.....	\$ 28.05	56.69%+13.77
Heavy equipment operator....	\$ 40.80	56.69%+13.77
Lineman.....	\$ 51.00	56.69%+13.77

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ELEC0400-001 05/31/2021

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Electrician & Cable Splicer.....	\$ 51.90	39.18

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ELEC0400-002 05/31/2021

MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Line construction:		
Continuous pipe-type		
underground oil-filled		
transmission conduit		
installations:		
Electrical installation		
equipment operators: Hole-		
digging equipment; truck		
with winch or pole, and		
steel hand; truck without		
winch; ground person.....	\$ 30.30	20.60
Equipment service person...	\$ 52.12	38.96
Line technician, cable		
splicer, x-ray		
technician, and equipment		

repair person.....	\$ 52.12	38.96
Line technician/welder.....	\$ 52.12	38.96
All other work:		
Ground person.....	\$ 36.48	27.28
Line technician, cable splicer, and equipment operator.....	\$ 52.12	38.96

Work with hazardous materials: 10% per hour additional.

\* ENGI0825-002 07/01/2021

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 56.02	31.80
GROUP 2.....	\$ 54.43	31.80
GROUP 3.....	\$ 52.52	31.80
GROUP 4.....	\$ 50.89	31.80
GROUP 5.....	\$ 49.18	31.80
GROUP 6.....	\$ 42.84	27.25

Hazardous waste removal work:

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

PAID HOLIDAYS:

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

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

""A"" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and

tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work; front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is ""outside material tower hoist"", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tigger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when

used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

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ENGI0825-004 07/01/2018

	Rates	Fringes
Power equipment operators:		
Steel erection:		
GROUP 1.....	\$ 58.27	30.45
GROUP 2.....	\$ 57.27	30.45
GROUP 3.....	\$ 56.27	30.45
GROUP 4.....	\$ 53.77	30.45
GROUP 5.....	\$ 52.77	30.45
GROUP 6.....	\$ 51.77	30.45
GROUP 7.....	\$ 50.18	30.45

Hazardous waste removal work:

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

PAID HOLIDAYS:

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

the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

"A" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

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IRON0011-001 07/01/2021

MONMOUTH COUNTY; OCEAN COUNTY (north third of county):

Rates Fringes

Ironworkers:

Reinforcing.....	\$ 44.14	46.72
Structural.....	\$ 46.44	46.72

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IRON0068-001 07/01/2016

BURLINGTON COUNTY (Township of Lumberton); MERCER COUNTY; OCEAN COUNTY (middle third of county):

Rates Fringes

Ironworker.....	\$ 44.55	20.88
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Hazardous waste removal work:

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

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IRON0350-001 07/01/2018

ATLANTIC COUNTY; BURLINGTON COUNTY (south and east of a line starting from the point on the Atlantic-Burlington county line where the Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAPE MAY COUNTY; CUMBERLAND COUNTY (east of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); OCEAN COUNTY (south third of county):

Rates Fringes

Ironworkers:

HIGHWAY CONSTRUCTION:

Fence and guardrail.....	\$ 47.98	29.70
Precast and structural.....	\$ 50.20	29.70
Reinforced concrete.....	\$ 49.20	29.70

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IRON0399-001 07/01/2018

BURLINGTON COUNTY (north and west of a line starting from the point on the Atlantic-Burlington county line where the Atlantic-Burlington county line crosses Route 206; then, following a line northeast through Wharton State Park to the town of Chatsworth; then, continuing along the same line, to the Burlington-Ocean county line); CAMDEN COUNTY; CUMBERLAND COUNTY (west of a line drawn from the Delaware Bay through the town of Cedarville and north to the point where the county lines of Atlantic, Cumberland and Gloucester Counties meet); GLOUCESTER AND SALEM COUNTIES:

Rates Fringes

Ironworker.....	\$ 49.43	29.70
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LAB00172-001 03/01/2021

HIGHWAY CONSTRUCTION:

	Rates	Fringes
Laborers:		
Group 1.....	\$ 43.50	32.35
Group 2.....	\$ 44.20	32.35
Group 3.....	\$ 44.45	32.35
Group 4.....	\$ 48.00	32.35

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

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

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

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:

Blaster

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 LAB00172-003 03/01/2021

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER,  
MERCER, OCEAN AND SALEM COUNTIES:

Rates Fringes

Laborers:

HIGHWAY CONSTRUCTION:

ASPHALT WORK:

GROUP 1.....	\$ 43.50	32.35
GROUP 2.....	\$ 44.20	32.35
GROUP 3.....	\$ 44.45	32.35
GROUP 4.....	\$ 48.00	32.35

PAID HOLIDAYS:

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

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer;  
utility meter installer; traffic director/flag person;  
salamander tender; pit person; dump person; asphalt laborer  
(only in Bergen, Essex, Hudson and Hunterdon Counties;  
Middlesex County (north of the Raritan River); Morris,  
Passaic, Somerset, Sussex, Union and Warren Counties);  
slurry seal laborer (only in Bergen, Essex, Hudson and  
Hunterdon Counties; Middlesex County (north of the Raritan  
River); Morris, Passaic, Somerset, Sussex, Union and Warren  
Counties); raker and tamper on cold patch work; wrapper and  
coater of pipe; waterproofing laborer; timber person;  
powder carrier; magazine tender; signal person; power buggy  
operator; tree cutter; and the operation of such other  
basic power tools used to perform work usually done  
manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer;  
jackhammer; chipping hammer; pavement breaker; concrete  
cutter; asphalt cutter; sheet hammer operator;  
sandblasting, acetylene cutting and burning; wagon drill  
operator; directional drill operator; hydraulic drill  
operator; drill master; core driller; traffic control  
coordinator; asphalt raker/lute person (only in Bergen,  
Essex, Hudson and Hunterdon Counties; Middlesex County  
(north of the Raritan River); Morris, Passaic, Somerset,  
Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers;  
hardscaping; gunite nozzle person; stonecutter; form  
setter; manhole; catch basin and inlet builder; asphalt  
screedperson (only in Bergen, Essex, Hudson and Hunterdon  
Counties; Middlesex County (north of the Raritan River);  
Morris, Passaic, Somerset, Sussex, Union and Warren  
Counties)



GROUP 4:  
Blaster

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PAIN0711-009 02/01/2022

	Rates	Fringes
Painters:		
Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses).....	\$ 57.23	32.85

-----  
PAIN0711-014 05/01/2015

	Rates	Fringes
Painters:		
All other work:		
Brush and roller.....	\$ 37.76	21.50
Spray.....	\$ 38.91	17.19

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\* PLAS0592-028 05/01/2022

ATLANTIC, CAPE MAY, CUMBERLAND AND OCEAN COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 46.71	34.22

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\* PLAS0592-029 05/01/2022

BURLINGTON, MERCER AND MONMOUTH COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 46.71	34.22

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\* PLAS0592-031 05/01/2022

CAMDEN, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 43.07	37.86

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TEAM0331-001 05/01/2020

ATLANTIC COUNTY:

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 39.45	22.535
GROUP 3.....	\$ 39.60	22.535
GROUP 4.....	\$ 39.80	22.535
GROUP 5.....	\$ 39.95	22.535

Hazardous waste removal work:  
Work on a state or federally designated hazardous waste site,  
where the worker is in direct contact with hazardous  
material, and when personal protective equipment is  
required for respiratory, skin and eye protection: \$3.00

per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

BEREAVEMENT LEAVE:

Any worker having a death in his or her immediate family (parent, spouse, child, brother or sister, mother-in-law or father-in-law) shall be given three days time off with pay at the time of death upon furnishing proof of said death. This provision shall also apply to grandparents, when living with the worker.

DEFINITION OF GROUPS:

GROUP 2:

Truck driver, dump truck driver, water truck driver, transit mix driver, pick-up truck driver, tank truck driver, track truck driver, agitator truck driver, concrete mobile unit driver, stringer bead truck driver, Ross carrier driver, warehouse forklift driver, A-frame truck driver, gin pole truck driver, form truck driver, driver for truck having self-loading/unloading attachment, vacuum truck/trailer driver

GROUP 3:

Tow truck driver

GROUP 4:

Trailer truck driver, winch truck driver, off-road dump truck driver, fuel truck driver, tractor trailer driver, asphalt oil distributor driver, off-road water truck driver

GROUP 5:

Mechanic

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TEAM0469-002 05/01/2020

BURLINGTON COUNTY (east of a line drawn from the New Jersey Turnpike to the Delaware River); MERCER, MONMOUTH AND OCEAN COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 42.85	34.135
Group 2.....	\$ 42.90	34.135
Group 3.....	\$ 43.00	34.135
Group 4.....	\$ 43.10	34.135

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is

required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

#### VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

#### DEFINITION OF GROUPS:

##### GROUP 1:

Drivers of the following type vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half truck, winch truck, side-0-matic, dynamite, power, x-ray, welding, skid, jeep, station wagon, A-frame, all dual-purpose trucks, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel truck (driver of fuel truck, including handling of unit), skid truck (debris container - entire unit), concrete mobile truck (entire unit), expediter (parts chaser), beltcrete truck, pumpcrete truck, line truck, reel truck, wrecker, utility truck, tank truck; driver of the following type vehicles: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol trackmaster pick-up (swamp cat pick-up, bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, or similar type vehicles); on-site repair shop; team driver; vacuum or vac-all truck (entire unit)

##### GROUP 2:

Driver of 3-axle trucks and floats

##### GROUP 3:

Driver of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring tractor and wagon, dumptr, bottom, rear and side dump, carryall and scraper (not self-loading - loading over the top), water sprinkler, trailer, water pull and similar type of vehicle; driver of tractor and trailer-type vehicles; flat, float, I-beam, low bed, water sprinkler, bituminous transit mix, road oil,

fuel bottom dump hopper, rear dump, office shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing pole spread, bituminous distributor, water pull (entire unit) (tractor trailer), reel trailer and similar type of vehicle

GROUP 4:  
Winch trailer driver

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TEAM0676-001 05/01/2021

BURLINGTON COUNTY (west of a line drawn from the New Jersey Turnpike to the Delaware River); CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES:

	Rates	Fringes
Truck drivers:		
GROUP 2.....	\$ 38.75	29.4211
GROUP 3.....	\$ 38.90	29.4211
GROUP 4.....	\$ 39.10	29.4211
GROUP 5.....	\$ 39.25	29.4211

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

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

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

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

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

DEFINITION OF GROUPS:

GROUP 2:

Dump truck driver; water truck driver; transit mix driver; pick-up truck driver; tank truck driver; track truck driver; agitator truck driver; concrete mobile unit driver; stringer bead truck driver; tack rig driver; Ross Carrier driver; warehouse forklift driver; A-frame truck driver; gin pole truck driver; form truck driver; driver for truck having self-loading/unloading attachment; vacuum truck

GROUP 3:

Tow truck driver

GROUP 4:

Trailer truck driver; winch truck driver; off-road dump truck driver; fuel truck driver; tractor trailer driver (any trailer driver); asphalt oil distributor driver; off-road water truck driver; vacuum tractor trailer

GROUP 5:

Mechanic

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

### Union Rate Identifiers

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

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

### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====  
END OF GENERAL DECISIO"



## Camden County Soil Conservation District

423 Commerce Lane, Suite 1

West Berlin NJ 08091

856.767.6299

www.camdenscd.org

### CERTIFICATION

Pennsauken Township  
5605 N. Crescent Blvd.  
Pennsauken, NJ 08110

Enclosed is a copy of your certified Soil Erosion and Sediment Control Plan for the referenced project signed by a member of the District Board of Supervisors pursuant to the New Jersey Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et. seq., Chapter 251, P.L. 1975.

CERTIFICATION DATE: 09-10-2021

EXPIRATION DATE: 03-11-2025

PLAN DATE: 08-21-2021

LAST REVISION DATE: ----

PROJECT: Pennsauken-Merchantville Multi-Use Trail  
Application #2021-7136  
Block ROW Lot ROW  
Int. Cove Rd. & Chestnut Ave.  
Pennsauken Township

The requirements of this certification are as follows:

1. The District must be notified 72 hours in advance of start of any land disturbance.
2. Certified copy of the Soil Erosion and Sediment Control Plan must be on site.
3. All revisions and municipal renewals of this project will require resubmission and approval by the District.
4. Any conveyance of the project (or portion thereof) will transfer full responsibility for compliance to subsequent owner(s). The District must be notified in writing of any change of ownership.
5. No Certificates of Occupancy, temporary or permanent, will be issued by a municipality until a Certificate of Compliance is issued by the District.

This certification is limited to the controls specified in this referenced plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.

Conditions:

Distribution: Applicant  
Construction Official  
Engineer  
District





Camden County SCD  
 423 Commerce Lane Suite 1  
 West Berlin NJ 08091  
 856.767.6299  
 www.camdenscd.org

For District Use Only

Application No: 7136-PE-21  
 Received: 8/19/21  
 Site Plan

**APPLICATION FOR SOIL EROSION AND SEDIMENT CONTROL PLAN CERTIFICATION**

The enclosed soil erosion and sediment control plan and supporting information are submitted for certification pursuant to the Soil Erosion and Sediment Control Act, Chapter 251, P.L. 1975 as amended (NJSA 4:24-39 et. seq.) An application for certification of a soil erosion and sediment control plan shall include the items listed on the reverse side of this form.

Name of Project <b>Pennsauken-Merchantville Multi-Use Trail</b>		Project Location: Municipality <b>Township of Pennsauken</b>	
Project Street Address <b>Begins near the intersection of South Cove Rd (CR 616) and Chestnut Ave</b>		Block <b>Multiple parcels / County ROW</b>	Lot
Project Owner(s) Name <b>Pennsauken Township</b>		Email <b>emartz@twp.pennsauken.nj.us</b>	Phone # <b>856-665-1000</b> Fax # <b>N/A</b>
Project Owner(s) Street Address (No P.O. Box Numbers) <b>5605 N. Crescent Boulevard</b>		City <b>Pennsauken</b>	State <b>NJ</b> Zip <b>08110</b>
Total Project Area (Acres) <b>1.10 AC</b>	Total Disturbed Area (Acres) <b><del>1.0 AC</del> 0.95</b>	Total Soil Restoration Area (Acres) <b>N/A</b>	No. Dwelling or other Units <b>N/A</b> Fee \$ <b>1,235.00</b>
Plans Prepared by* <b>Anthony M. DiMaggio, Jr. PE - McCormick Taylor, Inc.</b>		Email of plan preparer: <b>amdimaggio@mccormicktaylor.com</b>	Phone # <b>856-793-0800</b> Fax # <b>856-793-0819</b>
Street Address <b>700 East Gate Drive, Suite 201</b>		City <b>Mt. Laurel</b>	State <b>NJ</b> Zip <b>08054</b>

\*(Engineering related items of the Soil Erosion and Sediment Control Plan MUST be prepared by or under the direction of and be sealed by a Professional Engineer or Architect licensed in the State of New Jersey, in accordance with NJAC 13:27-6.1 et. seq.)

Agent Responsible During Construction <b>Elwood Martz (Pennsauken Township)</b>	Email <b>emartz@twp.pennsauken.nj.us</b>
Street Address <b>5605 N. Crescent Boulevard</b>	
City <b>Pennsauken</b> State <b>NJ</b> Zip <b>08110</b>	Phone <b>856-665-1000</b> Fax # <b>N/A</b>

The applicant hereby certifies that all soil erosion and sediment control measures are designed in accordance with current Standards for Soil Erosion and Sediment Control In New Jersey and will be installed in accordance with those Standards and the plan as approved by the Soil Conservation District and agrees as follows:

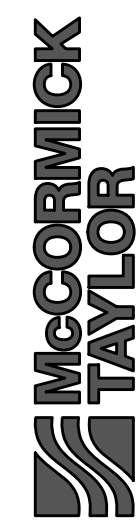
- To notify the District in writing at least 48 hours in advance of any land disturbance activity. Failure to provide such notification may result in additional inspection fees.
- To notify the District upon completion of the Project (Note: No certificate of occupancy can be granted until a report of compliance is issued by the District.
- To maintain a copy of the certified plan on the project site during construction.
- To allow District agents to go upon project lands for inspection.
- That any conveyance of this project or portion thereof prior to its completion will transfer full responsibility for compliance with the certified plan to any subsequent owners.
- To comply with all terms and conditions of this application and certified plan including payment of all fees prescribed by the district fee schedule hereby incorporated by reference.

The applicant hereby acknowledges that structural measures contained in the Soil Erosion and Sediment Control Plan are reviewed for adequacy to reduce offsite soil erosion and sedimentation and not for adequacy of structural design. The applicant shall retain full responsibility for any damages which may result from any construction activity notwithstanding district certification of the subject soil erosion and sediment control plan. It is understood that approval of the plan submitted with this application shall be valid only for the duration of the initial project approval granted by the municipality. All municipal renewals of this project will require submission and approval by the district. In no case shall the approval extend beyond three- and one-half years at which time resubmission and certification will be required. Soil Erosion and Sediment Control Plan certification is limited to the controls specified in the plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency. It is further understood that all documents, site plans, design reports etc. submitted to the district shall be made available to the public (upon request) pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

1. Applicant Certification* Signature <i>Elwood Martz</i> Date <b>8/12/21</b> Applicant Name (Print) <b>Elwood J. Martz</b>	3. Plan determined complete: Signature of District Official <i>[Signature]</i> Date <b>9/8/21</b>
2. Receipt of fee, plan and supporting documents is hereby acknowledged: Signature of District Official <i>[Signature]</i> Date <b>8/19/21</b>	4. Plan certified, denied or other actions noted above. Special Remarks: Signature of District Official <i>[Signature]</i> Date <b>9/10/21</b>

\*If other than project owner, written authorization of owner must be attached.

FILE NAME: \\sdr\proj\18014\_NJ\_PennTwp\_MultiUse00\_CADD\Plan\_Series\Roadway\06Key.dwg  
 REV. DATE: 3/7/2022  
 REV. DATE: 3/7/2022  
 SCALE: 1/8" = 100.0000' / in.



# PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

## PENNSAUKEN TOWNSHIP, CAMDEN COUNTY, NEW JERSEY

FEDERAL AID PROJECT #TAP-D00S(374)  
 NJDOT JOB #5827317

PUBLIC UTILITIES	
MERCHANTVILLE PENNSAUKEN WATER COMMISSION 6751 WESTFIELD AVE PENNSAUKEN, NJ 08110 ATTN: RICH SPAFFORD PHONE: (856) 663-0043	
PENNSAUKEN SEWERAGE AUTHORITY 232 KINGS HIGHWAY HADDONFIELD, NJ 08033 ATTN: DENNIS YODER PHONE: (856) 795-9595	
PSE&G GAS 4000 HADLEY RD., M/C 430 SOUTH PLAINFIELD NJ, 07080 ATTN: CHARLES MIRACOLA PHONE: (908) 412-2215	
PSE&G ELECTRIC 300 NEW ALBANY ROAD MOORESTOWN, NJ 08057 ATTN: BOB BRELAND PHONE: (856) 271-3904	
VERIZON 10 TANSBORO RD BERLIN NJ, 08009 ATTN: EDWARD GASKO PHONE: (856) 306-8592	
COMCAST 1846 N.W. BLVD. VINELAND, NJ 08360 ATTN: TIM MILLS PHONE: (856) 694-6016	

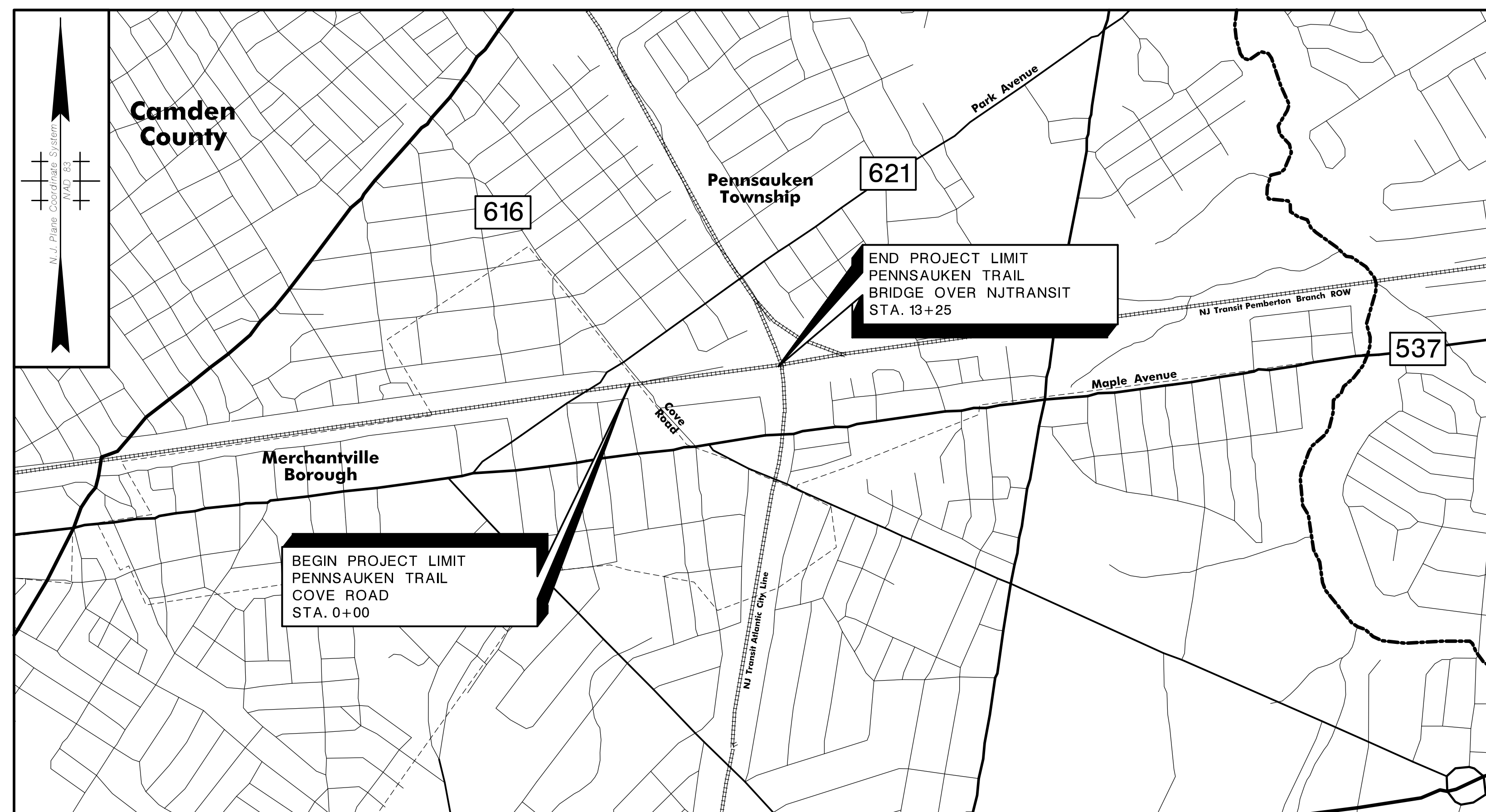
RAILROAD	
NEW JERSEY TRANSIT CORPORATION ONE PENN PLAZA EAST NEWARK, NJ 07105-2246 ATTN: JOE HADDAD PHONE: (973) 491-8132	

### MID-POINT OF PROJECT

LATITUDE: 39°57'11.53"N  
 LONGITUDE: -75°02'28.00"W

SCALES AS INDICATED

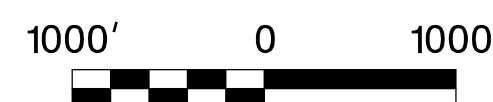
MARCH 2022



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	KEY
2	GENERAL NOTES, LEGEND & ESTIMATE-DISTRIBUTION OF QUANTITIES - ROADWAY
3	TYPICAL SECTIONS
4-5	CONSTRUCTION PLANS
6-8	ENVIRONMENTAL & SOIL EROSION & SEDIMENT CONTROL PLANS
9	CURB RAMP LAYOUT DETAILS
10-11	GRADES
12-13	TRAFFIC CONTROL PLANS
14-15	ELECTRICAL & LIGHTING PLANS
16-17	TRAFFIC SIGNING & STRIPING PLANS
18-19	LANDSCAPE PLANS
20-22	CONSTRUCTION DETAILS

**STANDARD ROADWAY CONSTRUCTION/TRAFFIC CONTROL/BRIDGE CONSTRUCTION DETAILS BOOKLET, 2016, AND STANDARD ELECTRICAL DETAILS BOOKLET, 2007, ARE APPLICABLE TO THIS PROJECT EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.**

### KEY MAP



TOTAL LENGTH OF PROJECT = 1,584 L.F. OR 0.30 MILES

"CHANGES MADE TO THESE PLANS SINCE SIGNATURE BY THE CONSULTANT MAY BE DETERMINED BY COMPARISON OF THE PLANS FILED AT THE DEPARTMENT WITH THOSE FILES AT THE OFFICE OF THE CONSULTANT"



CERTIFICATION OF AUTHORIZATION NO. 24GA28044300

*Anthony M. DiMaggio, Jr.*

DATE: MARCH 7, 2022

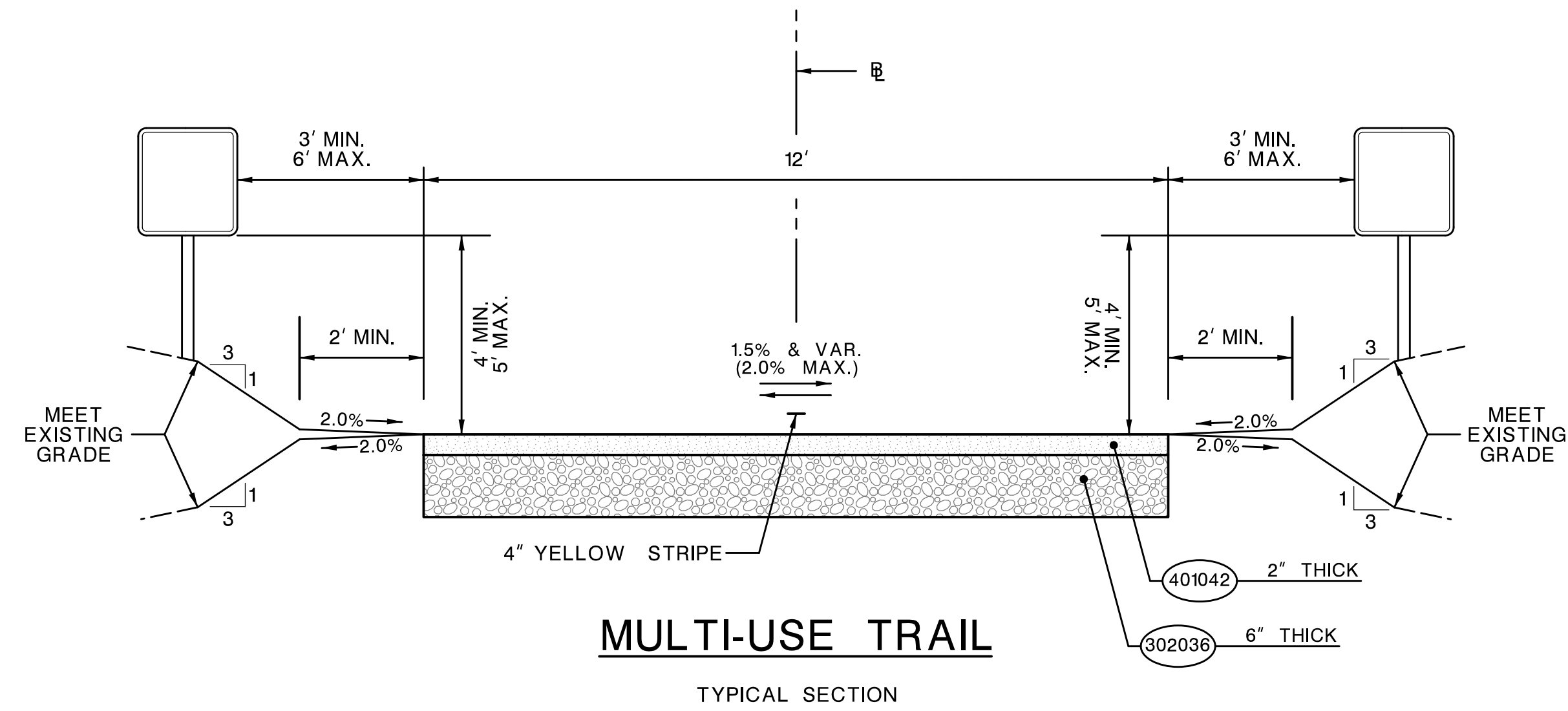
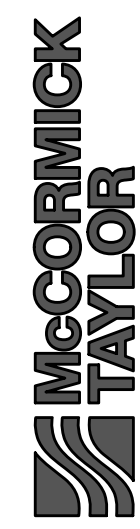
ANTHONY M. DIMAGGIO, JR., P.E.

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

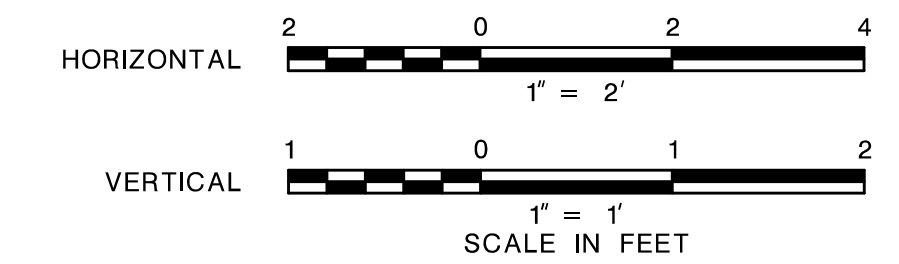
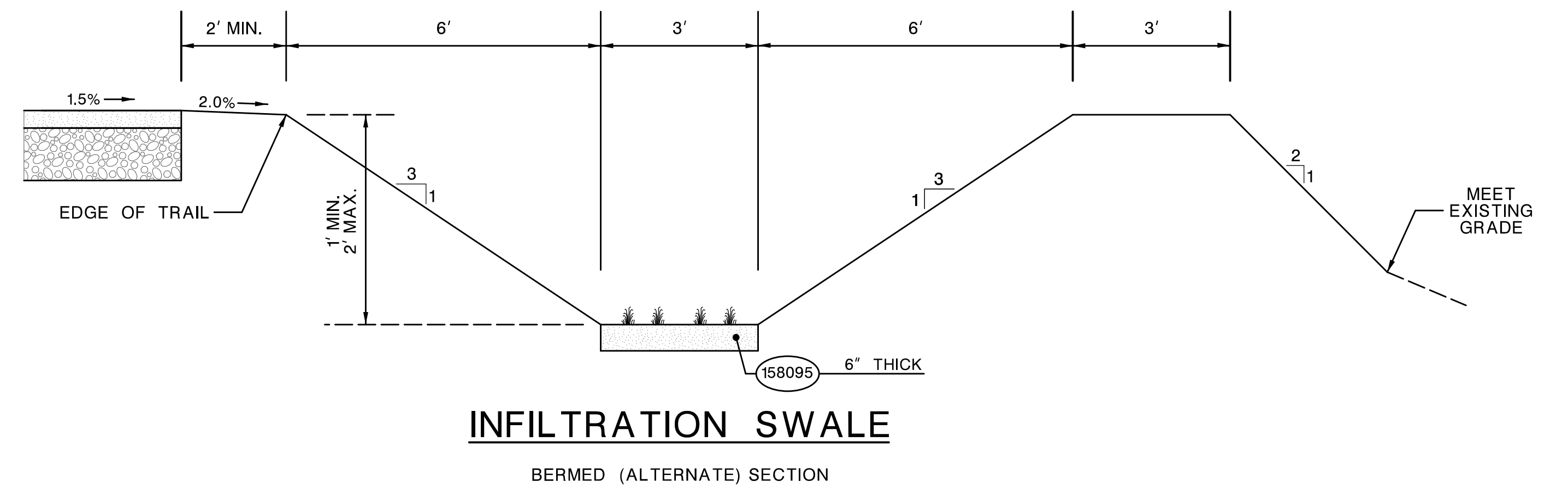
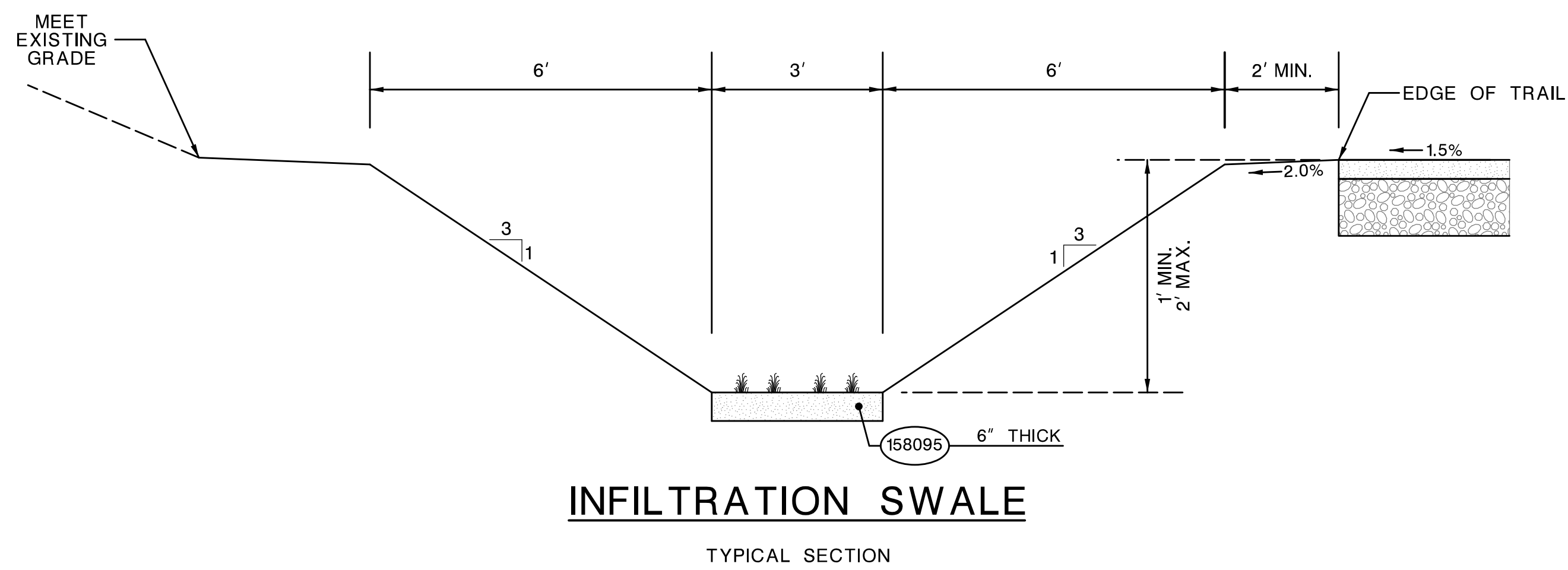
**NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION TO GOVERN**



FILE NAME: \\hds\hds\proj\6014\_NJ\_PennTwp\_MultiUse00\_CADD\Plan\_Spr\Roadway\02\Scdn  
 REV. DATE: 3/7/2022  
 REV. DATE: 3/7/2022  
 SCALE: 2,000 / 1 in.



PROPOSED MATERIALS	
ITEM NO.	DESCRIPTION
158095M	BASIN SAND LAYER
302036P	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK
401042M	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE



NEW JERSEY DEPARTMENT OF TRANSPORTATION

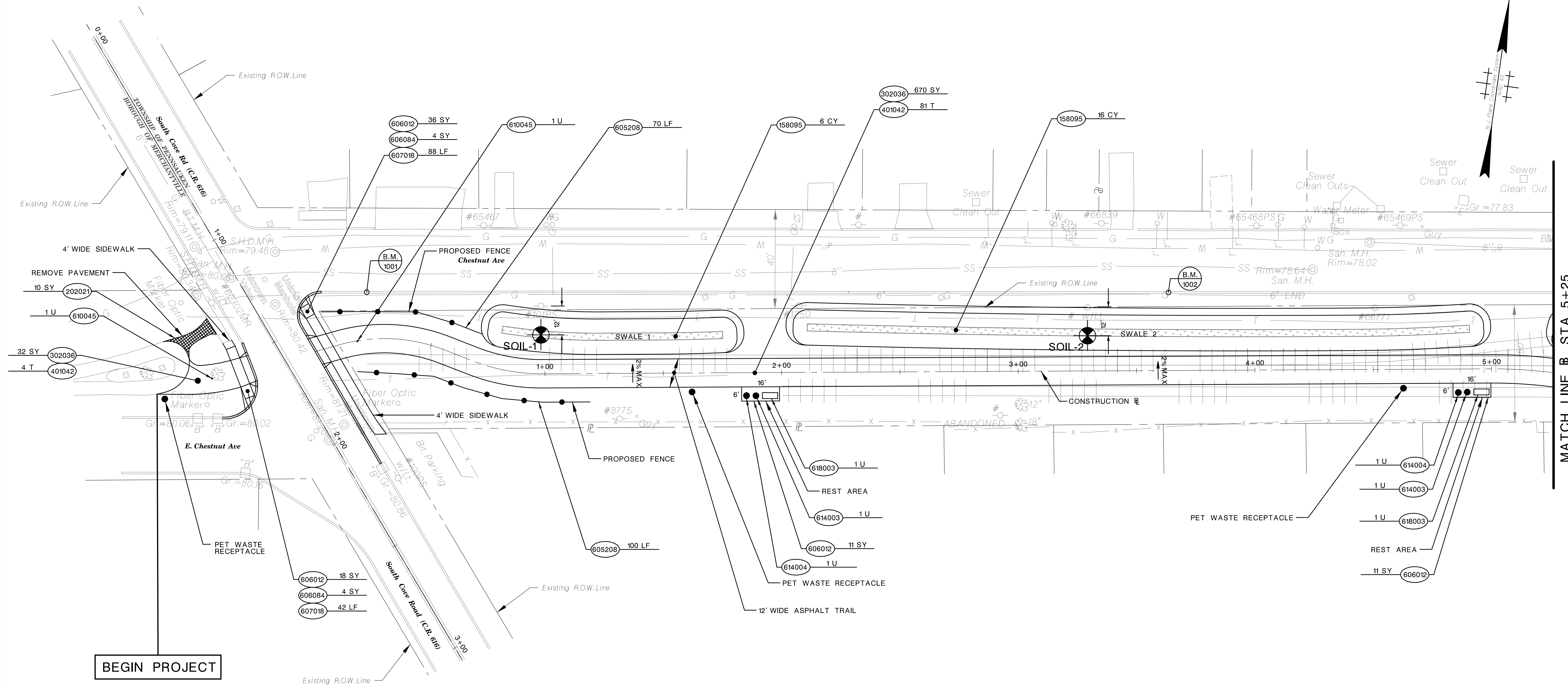
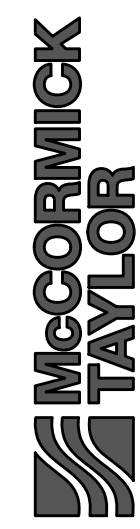
**TYPICAL SECTIONS**

**PENNSAUKEN-MERCHANTVILLE  
MULTI-USE TRAIL**

**McCormick Taylor**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

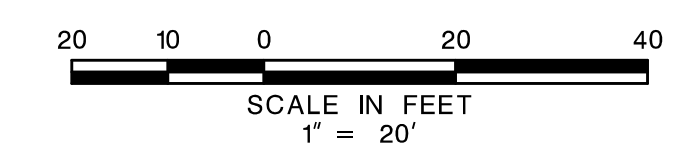
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REV. DATE: 3/7/2022  
SCALE: 20,000 / 1 in.



MATCH LINE @ STA. 5+25  
PLAN SHEET NO. C-2

BEGIN PROJECT

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
158095M	BASIN SAND LAYER	22 CY
202021P	REMOVAL OF PAVEMENT	10 SY
302036P	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	702 SY
401042M	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	85 T
605208P	VINYL POST AND RAIL FENCE	170 LF
606012P	CONCRETE SIDEWALK, 4" THICK	76 SY
606084P	DETECTABLE WARNING SURFACE	8 SY
607018P	9" X 16" CONCRETE VERTICAL CURB	130 LF
610045M	BOLLARD	2 U
614003M	TRASH RECEPTACLE, DECORATIVE, TYPE A	2 U
614004M	TRASH RECEPTACLE, DECORATIVE, TYPE B	2 U
618003M	BENCH	2 U



NOTE:  
EXISTING AT-GRADE CROSSING OF COVE ROAD: USDOT CROSSING INVENTORY #501696D  
PRIMARY OPERATING RAILROAD: SOUTHERN NEW JERSEY LIGHT RAIL GROUP (SNJX)

B.M. 1001 - ALUMINIUM CAP SET IN CONCRETE CURB, NORTHING=408279.8230, EASTING=339817.3600, ELEV. 80.690  
B.M. 1002 - ALUMINIUM CAP SET IN CONCRETE CURB, NORTHING=408326.6040, EASTING=340152.9160, ELEV. 79.735

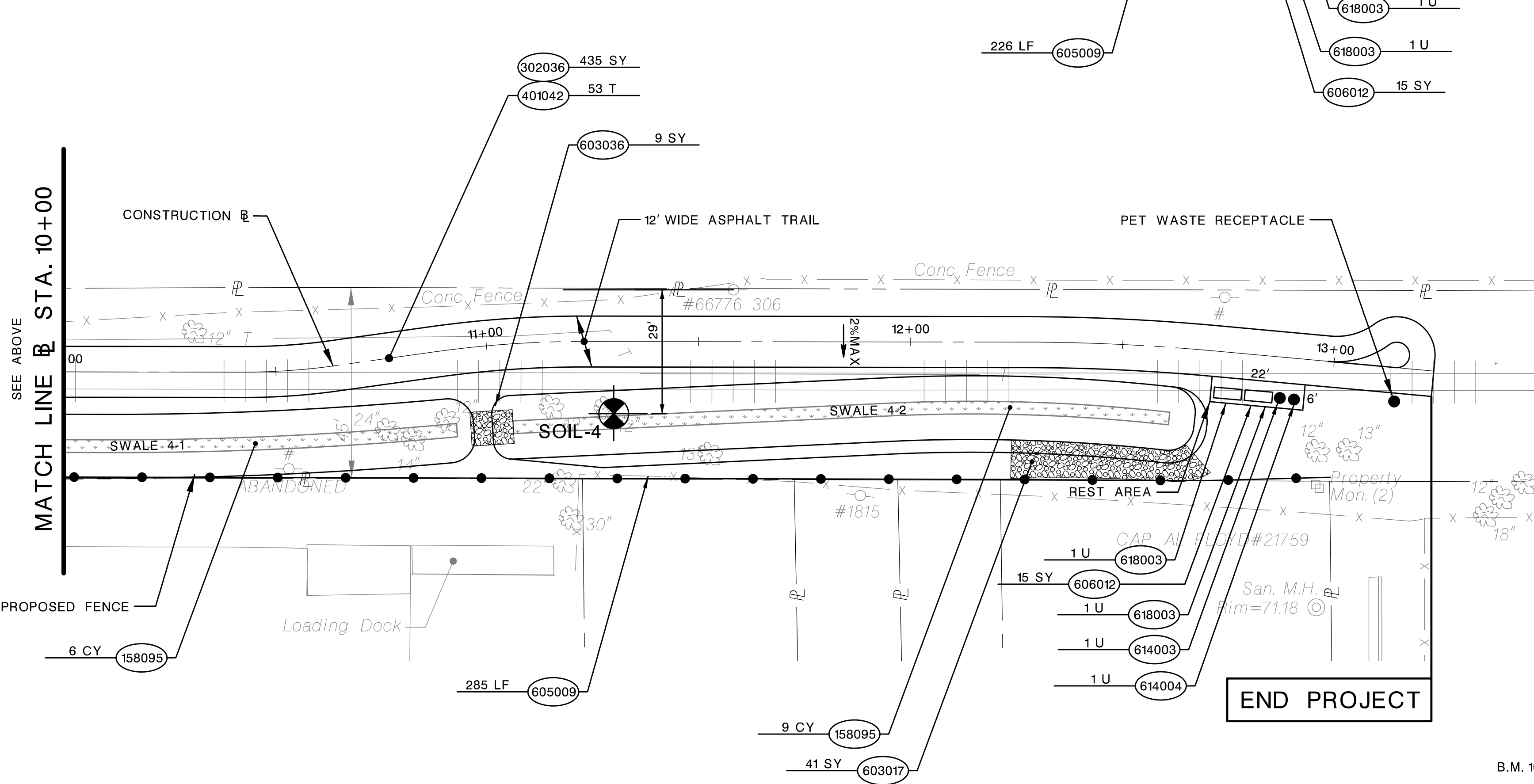
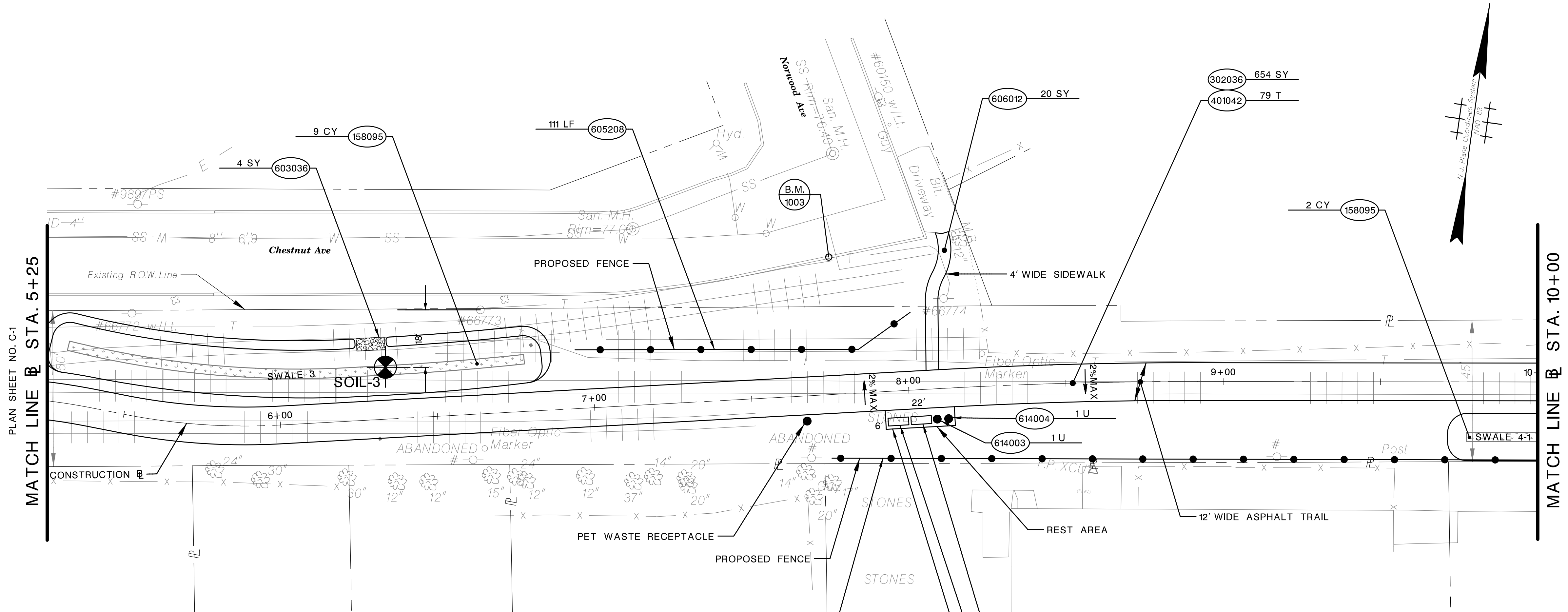
NEW JERSEY DEPARTMENT OF TRANSPORTATION

### CONSTRUCTION PLANS

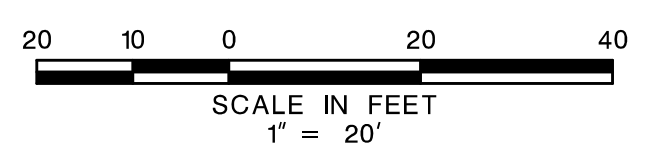
#### PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
DATE: MARCH 7, 2022  
ANTHONY M. DIMAGGIO, JR., P.E.  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

FILE NAME: \\h1\h1\proj\1014\_NJ\_PennTwp\_MultiUse00\_CADD\Plans\_Surf\Roadway\1014-C-1.dwg  
 DATE: 3/7/2022  
 REV. DATE: 3/7/2022  
 SCALE: 20,000' / 1" = 1" = 20'



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
158095M	BASIN SAND LAYER	26 CY
302036P	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	1089 SY
401042M	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	132 T
603017P	RIP RAP STONE SLOPE PROTECTION, 12" THICK (D50=6")	41 SY
603036P	RIPRAP STONE CHANNEL PROTECTION, 12" THICK (D50=6")	13 SY
605009P	CHAIN-LINK FENCE, ALUMINUM-COATED STEEL, 6' HIGH	511 LF
605208P	VINYL POST AND RAIL FENCE	111 LF
606012P	CONCRETE SIDEWALK, 4" THICK	50 SY
614003M	TRASH RECEPTACLE, DECORATIVE, TYPE A	2 U
614004M	TRASH RECEPTACLE, DECORATIVE, TYPE B	2 U
618003M	BENCH	4 U



NEW JERSEY DEPARTMENT OF TRANSPORTATION

## CONSTRUCTION PLANS

### PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

**McCormick Taylor**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

B.M. 1003 - ALUMINIUM CAP SET IN CONCRETE CURB, NORTHING=408395.1380, EASTING=340557.4280, ELEV. 78.298

**ENVIRONMENTAL NOTES:**

- SENSITIVE AREA: DO NOT ENCROACH UPON OR STORE ANY EQUIPMENT/VEHICLE/MATERIALS IN WETLANDS/TRANSITION AREAS/STATE OPEN WATER AREAS/FLOODPLAINS. IN ADDITION, DO NOT LOCATE STOCKPILES, VEHICLES, CONCRETE WASHOUT FACILITIES, AND/OR EQUIPMENT WITHIN 50 FEET, IF FEASIBLE, OF A SLOPE, DRAINAGE FACILITY, WATERBODY, WETLAND, FLOODPLAIN, OR OTHER ENVIRONMENTALLY SENSITIVE AREA.
- PERFORM THE WORK IN ACCORDANCE WITH THE NJDOT STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL AND AS SPECIFIED IN THE CURRENT NJDOT SPECIFICATIONS.
- DUST/DIRT CONTROL/TRACKING: EMPLOY CONSTRUCTION METHODS THAT MINIMIZE AIRBORNE DUST AND PREVENT SOILS AND OTHER MATERIALS FROM BEING DEPOSITED ON EXISTING ROADWAYS. APPLY WATER OR OTHER RESIDENT ENGINEER (RE) APPROVED MATERIALS TO UNPAVED AREAS TO CONTROL DUST CAUSED BY HAULING OR OTHER CONSTRUCTION OPERATIONS. IMMEDIATELY REMOVE ALL SOIL OR OTHER MATERIALS WASHED, DROPPED, SPILLED, OR TRACKED OUTSIDE OF THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAY AND DISPOSE OF IT AS SPECIFIED IN 202.03.07.B OF THE SPECIFICATIONS. PAVED ROADS AND DRIVEWAYS MUST BE KEPT CLEAN AT ALL TIMES.
- DURING SAWCUTTING, MILLING, AND SIMILAR OPERATIONS THAT COULD CAUSE DUST, SLURRY, AND STORMWATER RUNOFF PROBLEMS, DO NOT CREATE A DUST HAZARD AND ENSURE THAT DEBRIS AND SLURRY DO NOT ENTER INLETS OR ENVIRONMENTAL SENSITIVE AREAS, SUCH AS WETLANDS AND WATERBODIES. PROVIDE FOR CONTINUOUS REMOVAL OF GRINDING RESIDUE FROM THE PAVEMENT SURFACE BEFORE IT IS BLOWN ABOUT BY TRAFFIC MOTION, WIND, OR PRECIPITATION. CONTAIN THE CONCRETE SLURRY AND DISPOSE OF IT AS SPECIFIED IN 202.03.07.B OF THE SPECIFICATIONS. THE CONTRACTOR MAY MANAGE THE SLURRING IN A CONCRETE WASHOUT FACILITY.
- ENSURE ALL VEGETATION OUTSIDE LIMITS OF DISTURBANCE IS PRESERVED.
- UPON COMPLETION OF THE PROJECT, ALL TEMPORARILY DISTURBED AREAS, MUST BE RESTORED TO THEIR PRE-CONSTRUCTION GRADES USING NATIVE SOILS AND PLATED WITH INDIGENOUS NON-INVASIVE VEGETATION AS DIRECTED BY THE RE IN CONSULTATION WITH THE BUREAU OF LANDSCAPE ARCHITECTURE AND ENVIRONMENTAL SOLUTIONS\* ENVIRONMENTAL TEAM.
- STORE PESTICIDES, FERTILIZERS, FUELS, LUBRICANTS, PETROLEUM PRODUCTS, ANTI-FREEZE, PAINTS AND PAINT THINNERS, CLEANING SOLVENTS AND ACIDS, DETERGENTS, CHEMICAL ADDITIVES, AND CONCRETE CURING COMPOUNDS IN CONTAINERS IN A DRY COVERED AREA. ENSURE MANUFACTURERS\* RECOMMENDED APPLICATION RATES, USES, AND METHODS ARE STRICTLY FOLLOWED TO THE EXTENT NECESSARY TO PREVENT OR MINIMIZE THE PRESENCE OF WASTE FROM SUCH MATERIALS IN THE STORMWATER DISCHARGE/RUNOFF FROM THE PROJECT LIMITS. STORE PRODUCTS AT A MINIMUM OF 50 FEET, IF FEASIBLE, FROM A WATERBODY, WETLAND, OR OTHER ENVIRONMENTALLY SENSITIVE AREA.
- ENSURE THE HANDLING OF WASTE BUILDING MATERIAL, RUBBLE AND OTHER CONSTRUCTION SITE WASTES, INCLUDING LITTER AND HAZARDOUS AND SANITARY WASTES, IS IN ACCORDANCE WITH THE STATE SOLID WASTE MANAGEMENT ACT, N.J.S.A. 13:1E-1 ET SEQ. AND ITS IMPLEMENTING RULES AT N.J.A.C. 7:26, 7:26A, AND 7:26G; THE NEW JERSEY PESTICIDE CONTROL CODE AT N.J.A.C. 7:30; THE STATE LITTER STATUTE (N.J.S.A. 13:1E-99.3); AND OSHA REQUIREMENTS FOR SANITATION AT 29 C.F.R. 1926.
- ENSURE THE PROJECT LIMITS ARE KEPT CLEAN AND FREE OF DEBRIS, TRASH, AND LITTER. CONTAIN LITTER AND WASTE THAT HAS THE POTENTIAL TO BE TRANSPORTED BY STORMWATER DISCHARGE/RUNOFF. ENSURE THE PROJECT LIMITS HAVE ONE OR MORE DESIGNATED WASTE COLLECTION AREAS ONSITE OR ADJACENT TO THE SITE, AND AN ADEQUATE NUMBER OF CONTAINERS (WITH LIDS OR COVERS) FOR WASTE. ENSURE WASTE IS COLLECTED FROM SUCH CONTAINERS BEFORE THEY OVERFLOW. IMMEDIATELY CLEANUP SPILLS AT SUCH CONTAINERS SHOULD THEY OCCUR.
- CONCRETE WASHOUT WITHIN THE PROJECT LIMITS IS PROHIBITED OUTSIDE OF DESIGNATED AREAS. PROVIDE CONCRETE WASHOUT FACILITY(IES) AS SPECIFIED IN THE CONCRETE WASHOUT SYSTEM SPECIFICATION IN SECTION 158.
- DISCHARGES OF RAW SANITARY SEWAGE OR SEPTAGE ONSITE AREA STRICTLY PROHIBITED. ENSURE PROPER DISPOSAL OS SANITARY SEWAGE/SEPTAGE. PROVIDE AND MAINTAIN ADEQUATE FACILITIES ADJACENT TO THE WORK SITE FOR ALL WORKERS AND OTHER SANITARY NEEDS.
- BEFORE THE START OF CONSTRUCTION OPERATIONS, PROVIDE A MINIMUM OF TWO (2) OIL-ONLY EMERGENCY SPILL KITS, WITH EACH KIT CAPABLE OF CLEANING UP AT LEAST 95 GALLONS OF SPILL, WHICH ARE READILY AVAILABLE WITHIN THE PROJECT LIMITS. ENSURE THE KITS ARE AS SPECIFIED IN THE OIL-ONLY EMERGENCY SPILL KIT SPECIFICATION IN SECTION 158. IMMEDIATELY CONTAIN AND CLEAN UP ALL SPILLS. ENSURE CLEANED UP MATERIALS ARE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS AND AS SPECIFIED IN 202.03.08 OF THE SPECIFICATIONS. REPLACE COMPONENTS OF SPILL KITS AS USED.

- IF A SPILL OCCURS, IMMEDIATELY CONTAIN IT AND IMMEDIATELY CONTACT THE NJDEP HOTLINE AT 1-877-WARN DEP (1-877-927-6337), AS WELL AS THE RE, CLEAN UP AND REMEDIATE THE SPILL AS DIRECTED BY NJDEP. SUBMIT AN INCIDENT REPORT TO THE RE AS SPECIFIED IN THE OIL-ONLY EMERGENCY SPILL KIT SPECIFICATION IN SECTION 158.
- ENSURE REFUELING OPERATION ARE CONDUCTED AT A MINIMUM OF 50 FEET, IF FEASIBLE, FROM A WATERBODY, WETLAND, OR OTHER ENVIRONMENTALLY SENSITIVE AREA. DO NOT STORE FUEL TANKS CLOSER THAN 50 FEET, WHERE FEASIBLE, FROM THESE SENSITIVE AREAS. IMMEDIATELY REPAIR LEAKING EQUIPMENT OR REMOVE IT FROM THE PROJECT LIMITS. CLEAN UP THE TAINTED MATERIAL AND DISPOSE OF THE MATERIAL AS SPECIFIED IN 202.03.08 OF THE SPECIFICATIONS. PROTECT FUELING AREAS FROM RUN-ON AND RUNOFF.
- ENVIRONMENTAL COMPLIANCE INSPECTIONS (INCLUDING, BUT NOT LIMITED TO, SOIL EROSION AND SEDIMENT CONTROL MEASURES, WATER QUALITY MEASURES, AND SITE WASTE CONTROL OPERATIONS) ARE TO BE PERFORMED BY THE CONTRACTOR AND THE RE AS SPECIFIED IN SECTION 158 OF THE SPECIFICATIONS. COMPLETE THE NJDOT ENVIRONMENTAL COMPLIANCE CHECKLIST AND INSPECTION FORM FOR EACH INSPECTION AND RETAIN THE ORIGINAL WITHIN THE PROJECT LIMITS. MAKE THE FORM AVAILABLE UPON REQUEST.

**ENVIRONMENTAL COMMITMENTS**

- IF THERE ARE ANY CHANGES TO THE PROPOSED ACTIVITIES, THE CHANGES MUST BE RE-EVALUATED BY THE NJDOT BUREAU OF ENVIRONMENTAL PROGRAM RESOURCES (BEPR) TO DETERMINE THE NEED FOR REGULATORY COMPLIANCE. THIS MAY REQUIRE COORDINATION WITH REGULATORY AGENCIES.
- CONSTRUCTION STAGING ACTIVITIES (INCLUDING THE STORAGE OF EQUIPMENT/VEHICLES/MATERIALS) ARE PROHIBITED IN ENVIRONMENTALLY SENSITIVE AREAS. IF THE CONTRACTOR WISHES TO USE THESE AREAS OR ACCESS THESE AREAS FOR ANY REASON, ALL APPROPRIATE PERMITS/APPROVALS MUST BE OBTAINED PRIOR TO SUCH USE.
- ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY. IF ACID-PRODUCING SOILS ARE ENCOUNTERED DURING CONSTRUCTION, THEY SHALL BE TREATED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY AND AS SPECIFIED IN NJDOT SPECIFICATIONS.
- THE STATE HISTORICAL PRESERVATION OFFICE (SHPO) CONCURRED THAT THE PENNSAUKEN-MERCHATVILLE MULTI-USE TRAIL TRANSPORTATION ALTERNATIVES PROJECT WILL HAVE NO ADVERSE EFFECT TO THE CAMDEN AND BURLINGTON COUNTY RAILROAD HISTORIC DISTRICT WITH THE FOLLOWING CONDITIONS:  
 (A) ARCHAEOLOGICAL MONITORING DURING EXCAVATION OF THE PROPOSED SWALE LOCATIONS WILL BE CONDUCTED BY AN ARCHAEOLOGIST QUALIFIED ACCORDING TO THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS.  
 (B) AN ARCHAEOLOGICAL MONITORING PLAN WILL BE PREPARED AND SUBMITTED TO THE SHPO FOR REVIEW AND COMMENT PRIOR TO SEEKING AUTHORIZATION OF FUNDING FOR CONSTRUCTION. THE MONITORING PLAN WILL PROVIDE AN APPROPRIATE NOTIFICATION OF THE ARCHAEOLOGICAL MONITOR SUFFICIENTLY IN ADVANCE OF EXCAVATION IN THE AREA OF CONCERN; AND FOR CESSATION OF CONSTRUCTION IF NECESSARY TO RECORD ARCHAEOLOGICAL DATA. RETRIEVAL OF ARTIFACTS WILL NOT BE THE GOAL OF THIS EFFORT
- ARCHAEOLOGICAL MONITORING IS REQUIRED BY A QUALIFIED ARCHAEOLOGIST IN AREAS DESIGNATED FOR ARCHAEOLOGICAL MONITORING ON SHEETS EP-2 AND EP-3.
- ARCHAEOLOGICAL MONITORING MUST ABIDE BY AN ARCHAEOLOGICAL MONITORING PROTOCOL DATED JUNE 3, 2021 PREPARED BY RICHARD GRUBB AND ASSOCIATED, INC.
- ARCHAEOLOGICAL MONITORS MUST BE NOTIFIED NO LESS THAN THREE (3) BUSINESS DAYS PRIOR TO THE NEED FOR ARCHAEOLOGICAL MONITORING.
- TEMPORARY HIATUS IN CONSTRUCTION EXCAVATION MAY BE REQUIRED WHERE ARCHAEOLOGICAL RESOURCES ARE IDENTIFIED TO ENABLE ARCHAEOLOGICAL RECORDATION.

**SOIL EROSION AND SEDIMENT CONTROL NOTES:**

- ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES.
- SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
- APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED.
- THE CONTRACTOR SHALL PERFORM ALL WORK, FURNISH ALL MATERIALS AND INSTALL ALL MEASURES REQUIRED TO REASONABLY CONTROL SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS AND PREVENT EXCESSIVE FLOW OF SEDIMENT FROM THE CONSTRUCTION SITE.
- ANY DISTURBED AREA THAT IS TO BE LEFT EXPOSED FOR MORE THAN THIRTY (30) DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE NEW JERSEY STANDARDS AND THEIR RATES SHOULD BE INCLUDED IN THE NARRATIVE. IF THE SEASON PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NEW JERSEY STANDARDS (I.E. PEG AND TWINE, MULCH NETTING OR LIQUID MULCH BINDER).
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE CONFIRMATION OF LIME, FERTILIZER AND SEED APPLICATION AND RATES OF APPLICATION AT THE REQUEST OF THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT.
- ALL CRITICAL AREAS SUBJECT TO EROSION WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH AT A RATE OF 2 TONS PER ACRE, ACCORDING TO THE NEW JERSEY STANDARDS IMMEDIATELY FOLLOWING ROUGH GRADING.
- THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
- ALL SEDIMENTATION STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY STORM EVENT.
- A CRUSHED STONE, TIRE CLEANING PAD WILL BE INSTALLED WHEREVER A CONSTRUCTION ACCESS EXISTS. THE STABILIZED PAD WILL BE INSTALLED ACCORDING TO THE STANDARD FOR STABILIZED CONSTRUCTION ACCESS
- ALL DRIVEWAYS MUST BE STABILIZED WITH 2-1/2" CRUSHED STONE OR SUBBASE PRIOR TO INDIVIDUAL LOT CONSTRUCTION.
- PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES.
- ALL CATCH BASIN INLETS WILL BE PROTECTED ACCORDING TO THE CERTIFIED PLAN.
- ALL STORM DRAINAGE OUTLETS WILL BE STABILIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.
- ALL DEWATERING OPERATIONS MUST DISCHARGE DIRECTLY INTO A SEDIMENT FILTER AREA. THE SEDIMENT FILTER SHOULD BE COMPOSED OF A SUITABLE SEDIMENT FILTER FABRIC. (SEE DETAIL) THE BASIN MUST BE DEWATERED TO NORMAL POOL WITHIN 10 DAYS OF THE DESIGN STORM.
- NJSA 4:24-39, ET SEQ. REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE ALL PROVISIONS OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN HAVE BEEN COMPLIED WITH FOR PERMANENT MEASURES. ALL SITE WORK FOR THE PROJECT MUST BE COMPLETED PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE AS A PREREQUISITE TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY.
- MULCHING IS REQUIRED ON ALL SEEDED AREAS TO INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED TO PROMOTE EARLIER VEGETATION COVER.
- OFFSITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE EROSION CONTROL INSPECTOR.
- A COPY OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT SITE DURING CONSTRUCTION.
- THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY LAND DISTURBANCE.
- ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPLIANCE WITH THE CERTIFIED PLAN TO ANY SUBSEQUENT OWNERS.
- IMMEDIATELY AFTER THE COMPLETION OF STRIPPING AND STOCKPILING OF TOPSOIL, THE STOCKPILE MUST BE STABILIZED ACCORDING TO THE STANDARD FOR TEMPORARY VEGETATIVE COVER. STABILIZE TOPSOIL PILE WITH STRAW MULCH FOR PROTECTION IF THE SEASON DOES NOT PERMIT THE APPLICATION AND ESTABLISHMENT OF TEMPORARY SEEDING. ALL SOIL STOCKPILES ARE NOT TO BE LOCATED WITHIN FIFTY (50) FEET OF A FLOODPLAIN, SLOPE, ROADWAY OR DRAINAGE FACILITY AND THE BASE MUST BE PROTECTED WITH A SEDIMENT BARRIER.
- ANY CHANGES TO THE SITE PLAN WILL REQUIRE THE SUBMISSION OF A REVISED SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT. THE REVISED PLAN MUST BE IN ACCORDANCE WITH THE CURRENT NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL.
- METHODS FOR THE MANAGEMENT OF HIGH ACID PRODUCING SOILS SHALL BE IN ACCORDANCE WITH THE STANDARDS, HIGH ACID PRODUCING SOILS ARE THOSE FOUND TO CONTAIN IRON SULFIDES OR HAVE A pH OF 4 OR LESS.
- TEMPORARY AND PERMANENT SEEDING MEASURES MUST BE APPLIED ACCORDING TO THE NEW JERSEY STANDARDS, AND MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NEW JERSEY STANDARDS (I.E. PEG AND TWINE, MULCH NETTING OR LIQUID MULCH BINDER).
- MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
- DUST IS TO BE CONTROLLED BY AN APPROVED METHOD ACCORDING TO THE NEW JERSEY STANDARDS AND MAY INCLUDE WATERING WITH A SOLUTION OF CALCIUM CHLORIDE AND WATER.
- ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
- USE STAGED CONSTRUCTION METHODS TO MINIMIZE EXPOSED SURFACES, WHERE APPLICABLE.
- ALL VEGETATIVE MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK OF THE AMERICAN ASSOCIATION OF THE NURSERYMEN AND IN ACCORDANCE WITH THE NEW JERSEY STANDARDS.
- NATURAL VEGETATION AND SPECIES SHALL BE RETAINED WHERE SPECIFIED ON THE LANDSCAPE PLAN.
- THE SOIL EROSION INSPECTOR MAY REQUIRE ADDITIONAL SOIL EROSION MEASURES TO BE INSTALLED, AS DIRECTED BY THE DISTRICT INSPECTOR.

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EP-1  
EP-3

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**ENVIRONMENTAL & SOIL EROSION & SEDIMENT CONTROL PLANS**

**PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL**

**McCormick & Taylor**

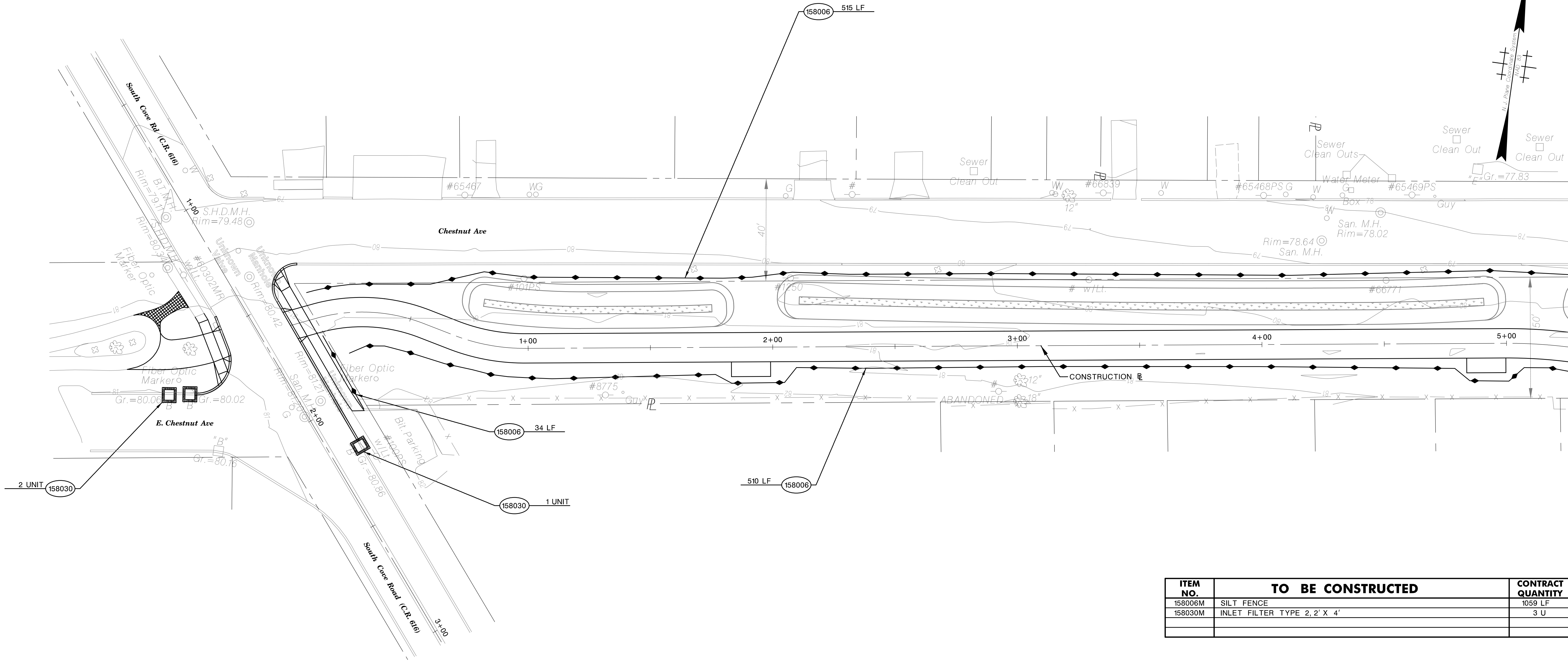
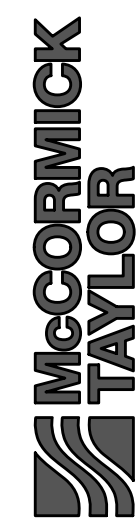
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*Anthony M. Dimaggio, Jr.* DATE: MARCH 7, 2022

ANTHONY M. DIMAGGIO, JR., P.E.

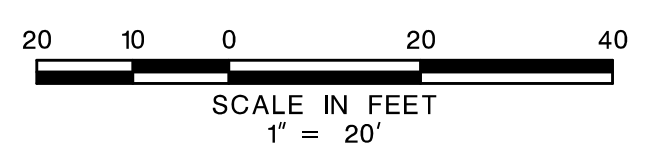
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 REV. DATE: 3/17/2022  
 SCALE: 20,000' / 1"



MATCH LINE @ STA. 5+25  
 PLAN SHEET NO. EP-3

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
158006M	SILT FENCE	1059 LF
158030M	INLET FILTER TYPE 2, 2' X 4'	3 U



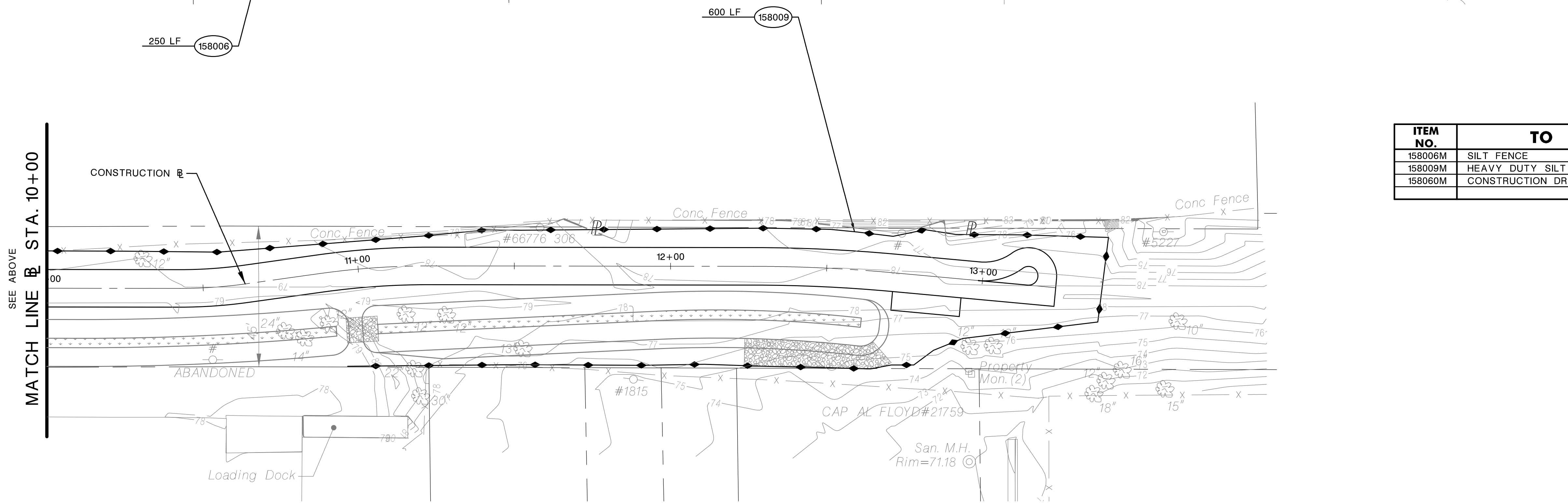
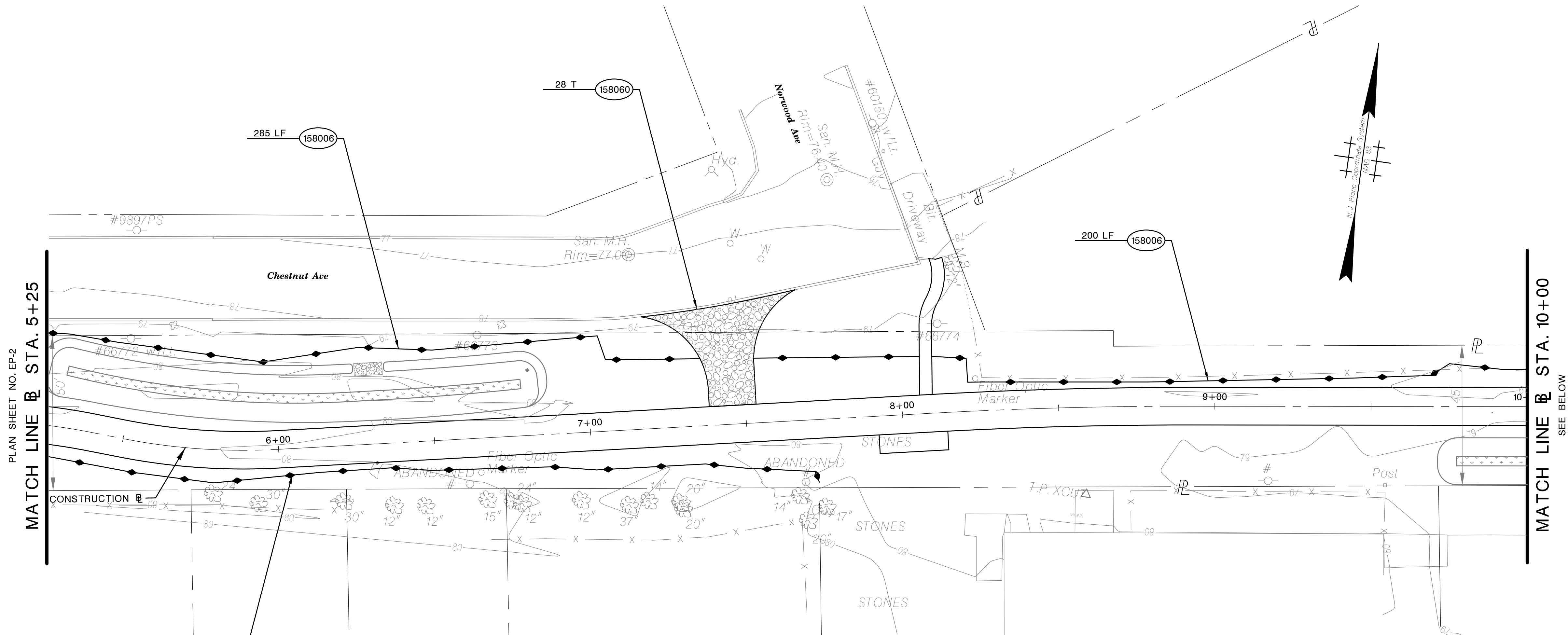
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**ENVIRONMENTAL & SOIL EROSION  
& SEDIMENT CONTROL PLANS  
PENNSAUKEN-MERCHANTVILLE  
MULTI-USE TRAIL**

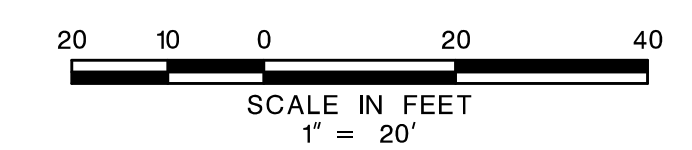
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 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200



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 REV. DATE: 3/7/2022  
 SCALE: 20,000 / 1 in.



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
158006M	SILT FENCE	735 LF
158009M	HEAVY DUTY SILT FENCE, ORANGE	600 LF
158060M	CONSTRUCTION DRIVEWAY	28 T



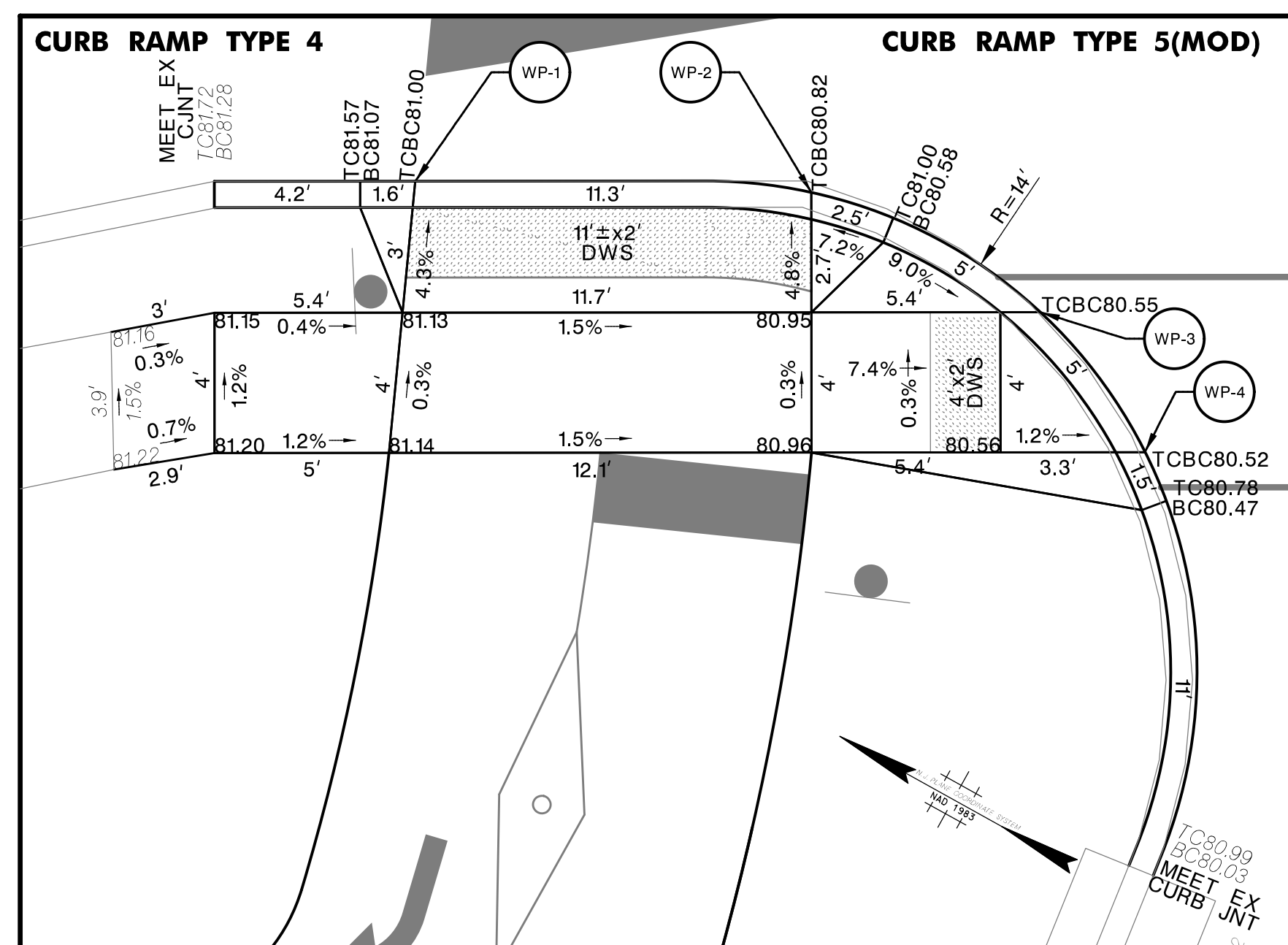
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**SOIL EROSION & SEDIMENT CONTROL PLANS**  
**PENNSAUKEN-MERCHANTVILLE**  
**MULTI-USE TRAIL**

**McCormick Taylor**  
 CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

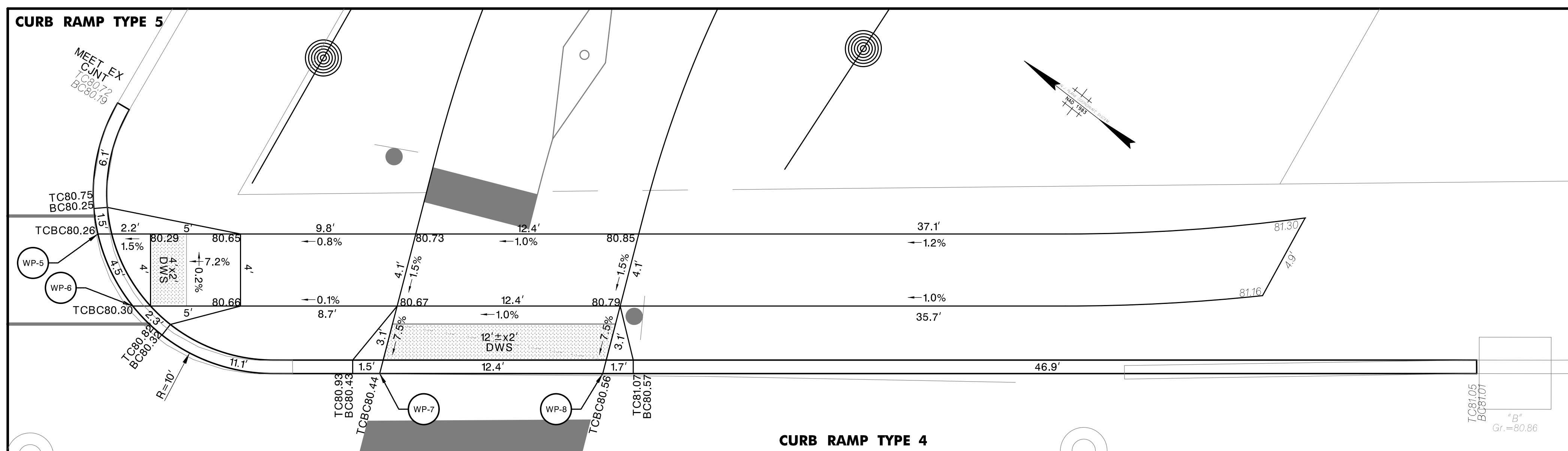
EP-3  
 EP-3

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 REV. DATE: 3/7/2022  
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INSET 1

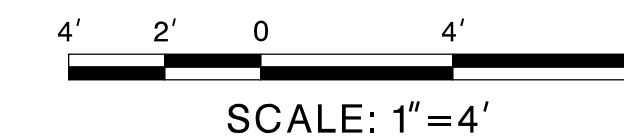
DESIGN WORKING POINTS			
POINT NAME	STATION	OFFSET	ELEVATION
WP-1	1+49.25	12.35' LT	81.00
WP-2	1+60.35	14.53' LT	80.82
WP-3	1+66.23	18.98' LT	80.55
WP-4	1+68.52	23.41' LT	80.52
WP-5	1+40.42	20.72' RT	80.26
WP-6	1+42.32	16.70' RT	80.30
WP-7	1+56.01	12.82' RT	80.44
WP-8	1+68.40	12.71' RT	80.56



INSET 2

**NOTES**

1. FOR GENERAL NOTES SEE SHEET EDOQ-1.
2. DISTANCES SHOWN ARE FROM JOINT TO JOINT AND FROM BACK OF CURB TO THE NEXT JOINT.
3. MEET EXISTING SIDEWALK JOINT AND CROSS SLOPE.
4. CURB RAMP ARE DRAWN TO SCALE, BUT FINAL DIMENSIONS OF CURB RAMP LENGTH FOR RUNNING SLOPE (I.E. 12:1) AND TRANSITIONS (I.E. 10:1) WILL BE DETERMINED BY FIELD MEASUREMENTS DURING CONSTRUCTION.



ADA-1  
ADA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION

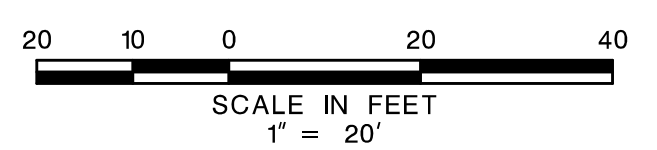
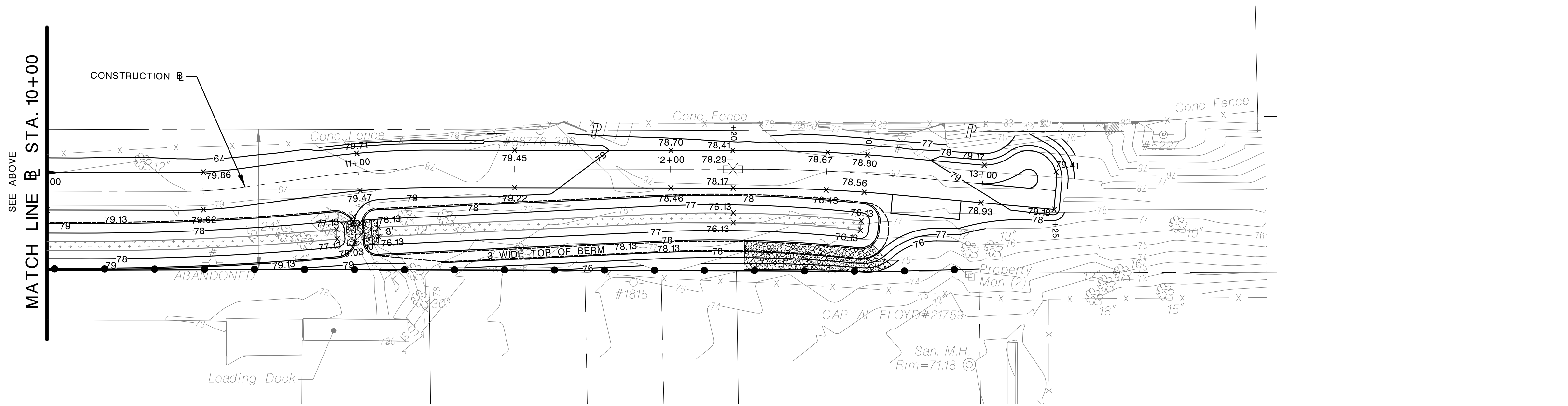
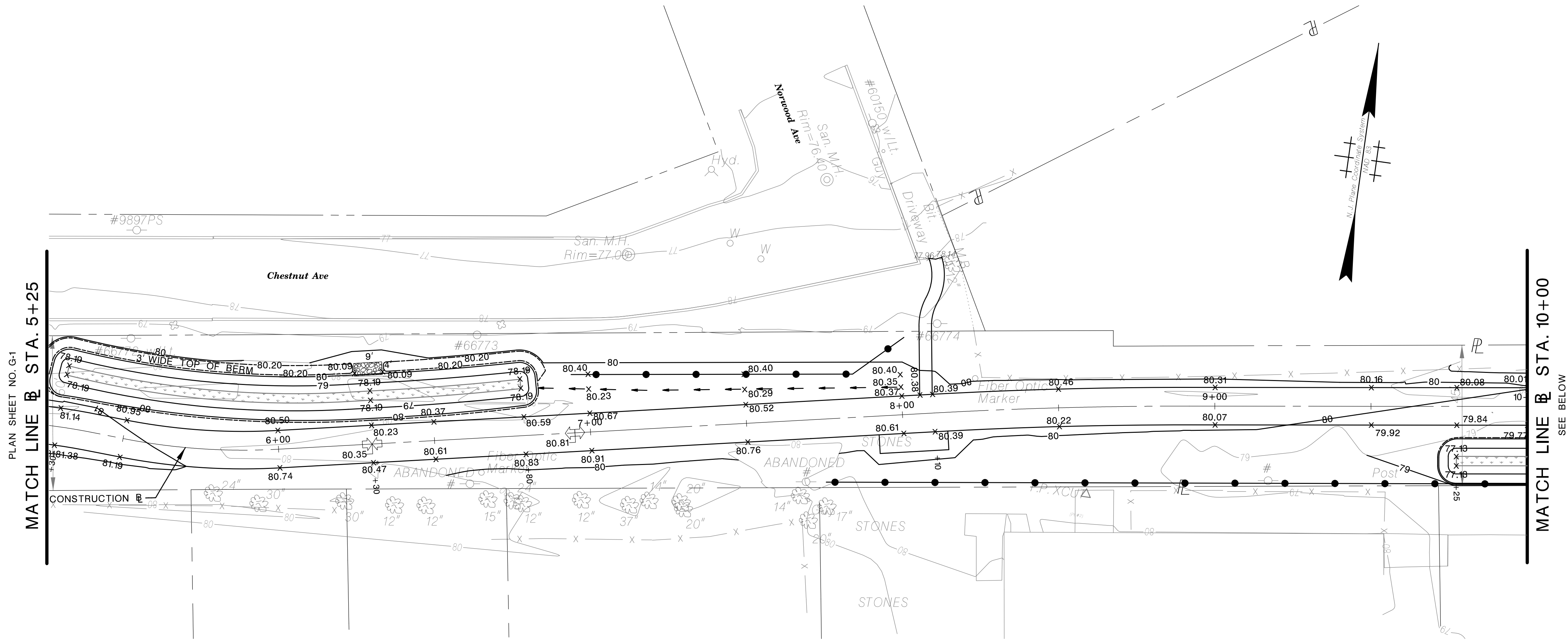
**CURB RAMP LAYOUT DETAILS**  
 PENNSAUKEN-MERCHANTVILLE  
 MULTI-USE TRAIL



CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200



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 REV. DATE: 3/7/2022  
 SCALE: 20,000' / 1"



NEW JERSEY DEPARTMENT OF TRANSPORTATION

## GRADES

### PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

**McCormick Taylor**  
 CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

**GENERAL NOTES:**

- ADVANCE WARNING SIGNS DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED, AT DIRECTION OF THE DEPARTMENT, TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- RAMPS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-IF SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART 6 "STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS", UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS.
- CONSTRUCTION SIGNS R11-4 (ROAD CLOSED TO THRU TRAFFIC) SHALL BE PLACED AT THE INTERSECTING STREETS WHICH ARE CLOSED TO TRAFFIC BECAUSE OF CONSTRUCTION.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON AT LEAST 6H : 1V SLOPE BEFORE THE END OF EACH WORK DAY. OTHER EXCAVATED AREA WITHIN THE CLEAR ZONE SHALL BE BACKFILLED.
- WHERE REQUIRED, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN CROSSING LOCATIONS AND TYPE AS DIRECTED BY THE RE.
- CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE RE.
- TRAFFIC IMPACT NOTICES AND CHANGES

**A. TERMS:**

WHEN THE FOLLOWING TERMS ARE USED, THE INTENT AND MEANING SHALL BE AS FOLLOWS:

- IMPACTS TO NORMAL TRAFFIC FLOW - WORK THAT REQUIRES A PORTION OF THE PAVED ROADWAY BEING BLOCKED OR CLOSED WITH SAFETY DEVICES OR VEHICLES, INCLUDING, BUT NOT LIMITED TO, FULL OR PARTIAL LANE CLOSURES, FULL OR PARTIAL RAMP CLOSURES, SHOULDER CLOSURES, MOVING OPERATIONS SUCH AS TRAFFIC STRIPING OR SWEEPING, LANE SHIFTS, OR ALTERNATING TRAFFIC. THIS APPLIES EVEN WHEN DETOURS ARE PROVIDED.
- TEMPORARY LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH IS ROUTINELY SET UP AND REMOVED ON A DAILY BASIS.
- PERMANENT LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH REMAINS IN PLACE CONTINUOUSLY FOR 24 HOURS OR MORE.

**B. ADVANCE NOTICES**

FOR THE INITIAL START OF WORK THAT REQUIRES "IMPACTS TO NORMAL TRAFFIC FLOW", THE CONTRACTOR SHALL NOTIFY THE RE IN WRITING, ON THE ADVANCE FORM TO-103 PROVIDED BY THE DEPARTMENT, OF THE PROPOSED DATE. THE NOTICE SHALL BE SUBMITTED AT LEAST TWENTY-EIGHT CALENDAR DAYS, BUT NOT MORE THAN SIXTY CALENDAR DAYS, BEFORE THE PROPOSED DATE. START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW WILL NOT BE PERMITTED PRIOR TO THE DATE STATED IN THE NOTICE. THE CONTRACTOR SHALL CONFIRM, IN WRITING TO THE RE, THE PROPOSED DATE SEVEN (AND/OR FOURTEEN) CALENDAR DAYS BEFORE STARTING THE ESTABLISHMENT OF THE TRAFFIC CONTROL MEASURES FOR THE TRAFFIC IMPACT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CAN NOT BE COMPLETED ON THE PROPOSED DATE.

FOR A "PERMANENT LANE CLOSURE", THE CONTRACTOR SHALL NOTIFY THE RE IN WRITING, ON ADVANCE FORM TO-103, OF THE PROPOSED DATE A NEW TRAFFIC PATTERN WILL BE ESTABLISHED. THE NOTICE SHALL BE SUBMITTED AT LEAST TWENTY-EIGHT CALENDAR DAYS, BUT NOT MORE THAN SIXTY CALENDAR DAYS, IN ADVANCE OF THE PROPOSED DATE. START OF A NEW TRAFFIC PATTERN WILL NOT BE PERMITTED PRIOR TO THE DATE STATED IN THE NOTICE. THE CONTRACTOR SHALL CONFIRM, IN WRITING TO THE RE, THE PROPOSED DATE OF THE NEW TRAFFIC PATTERN SEVEN (AND/OR FOURTEEN) DAYS BEFORE STARTING TRAFFIC CONTROL MEASURES FOR THE ESTABLISHMENT OF THE NEW PATTERN. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CAN NOT BE COMPLETED ON THE PROPOSED DATE.

STARTING THE ESTABLISHMENT OF A NEW PERMANENT TRAFFIC PATTERN SHALL BEGIN NO EARLIER THAN 11:00 PM FRIDAY AND SHALL BE COMPLETED AND READY FOR OPERATIONS BY 6:00 PM THE FOLLOWING SUNDAY. THE ESTABLISHMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE LANE CLOSURE HOURS SPECIFIED IN THE CONTRACT.

ADVANCE NOTICES SENT PRIOR TO THE PRE-CONSTRUCTION MEETING SHALL BE ADDRESSED TO THE CONTACT PERSON AS SPECIFIED IN SUBSECTION 101.04 OF THE SPECIAL PROVISIONS.

**C. PROGRESS NOTICES**

ALL "IMPACTS TO NORMAL TRAFFIC FLOW" SCHEDULED FOR THE SEVEN DAY PERIOD STARTING ON THE FOLLOWING MONDAY SHALL BE SUBMITTED TO THE RE BY 9:00 AM OF EACH FRIDAY ON WEEKLY FORM TO-100 PROVIDED BY THE DEPARTMENT.

EACH DAY OF "TEMPORARY LANE CLOSURES" SHALL BE SUBMITTED TO THE RE BY 9:00 AM THE DAY IN ADVANCE OF THE START OF THOSE OPERATIONS ON DAILY FORM TO-102 PROVIDED BY THE DEPARTMENT.

"TEMPORARY LANE CLOSURES" FOR WEEKENDS SHALL BE SUBMITTED TO THE RE BY 9:00 AM ON THE IMMEDIATELY PRECEDING FRIDAY ON THE DAILY FORM TO-102 PROVIDED BY THE DEPARTMENT.

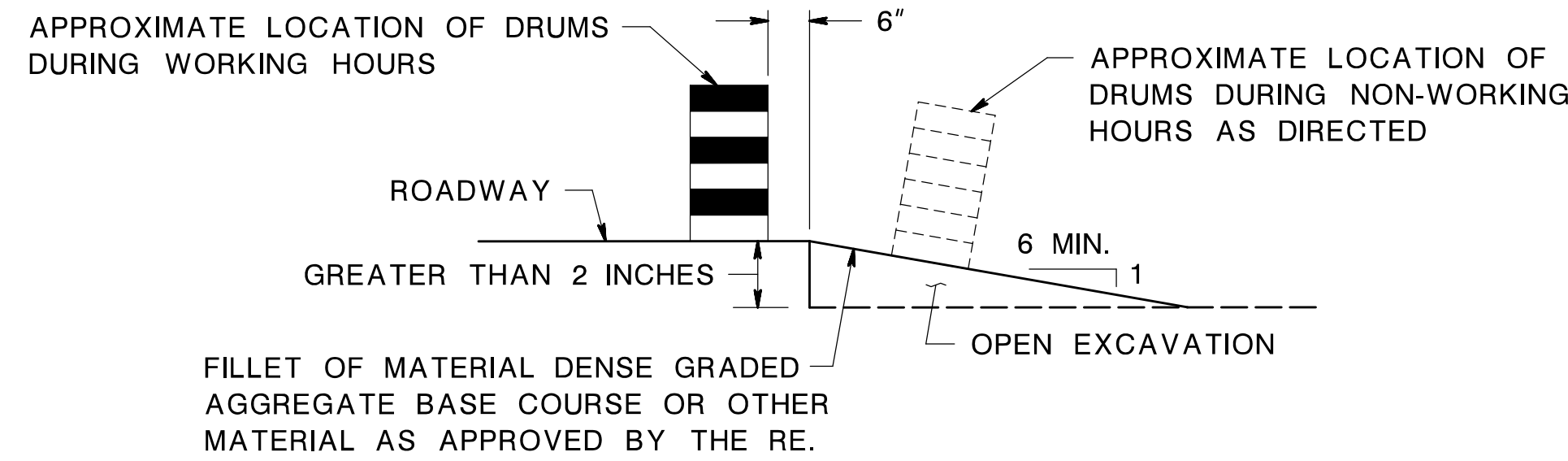
**D. CHANGES TO THE SCHEDULED CLOSURES**

REQUEST FOR A CHANGE TO THE TRAFFIC CONTROL REQUIREMENTS IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE RE AS FOLLOWS:

CHANGES TO THE SCHEDULED HOURS FOR "TEMPORARY LANE CLOSURES" SHALL BE SUBMITTED TO THE R.E. AT LEAST EIGHT CALENDAR DAYS IN ADVANCE OF WHEN THE CHANGE IS PROPOSED TO START.

OTHER PROPOSED CHANGES TO "TEMPORARY LANE CLOSURES" AND ALL CHANGES TO "PERMANENT LANE CLOSURES" SHALL BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.

- PROPOSED PARKING RESTRICTIONS MUST BE COORDINATED WITH THE WOODSTOWN POLICE DEPARTMENT TO MINIMIZE DISRUPTION TO RESIDENTS AND BUSINESSES. CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING NO PARKING SIGNS AS REQUIRED.



**NOTE:**

ESCAPE RAMPS MUST BE CONSTRUCTED AND MAINTAINED DURING NON-WORKING HOURS WHERE A VERTICAL DROP GREATER THAN 2 INCHES EXISTS ADJACENT TO TRAVELED LANE.

**ESCAPE RAMP DETAIL**

REGULATORY APPROACH SPEED OF TRAFFIC MILES/HOUR	RECOMMENDED SIGHT DISTANCE TO BEGINNING OF CHANNELIZING TAPERS		
	DESIRABLE		MINIMUM
	RURAL FEET	URBAN FEET	RURAL AND URBAN FEET
25	375	525	150
30	450	625	200
35	525	725	250
40	600	825	325
45	675	925	400
50	750	1025	475
55	875	1150	550
60	1000	1275	650
65	1050		725

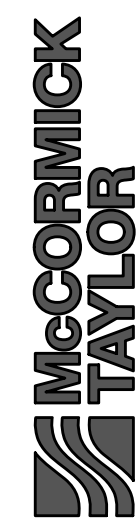
**NOTES:**

- AVOIDANCE MANEUVER IS FOR A SPEED, PATH, AND / OR DIRECTION CHANGE PRIOR TO THE BEGINNING OF CHANNELIZING TAPERS.
- RECOMMENDED DISTANCES BETWEEN TWO SEPARATE LANE CLOSURES ARE DOUBLE THE VALUES SHOWN ABOVE.
- RURAL AND URBAN ROAD DESIGNATIONS ARE AS DEFINED IN THE NJDOT STATE HIGHWAY STRAIGHT LINE DIAGRAMS.
- PROVIDE DESIRABLE VALUES WHEREVER POSSIBLE. IF IT IS NOT FEASIBLE OR PRACTICAL TO PROVIDE DESIRABLE VALUES BECAUSE OF HORIZONTAL OR VERTICAL CURVATURE OR IF RELOCATION OF THE TAPER IS NOT POSSIBLE, THEN MINIMUM VALUES CAN BE APPLIED. WHEN MINIMUM VALUES ARE USED, PAY SPECIAL ATTENTION TO THE USE OF SUITABLE TRAFFIC CONTROL DEVICES WHEN PROVIDING ADVANCED WARNING OF THE CONDITIONS THAT ARE LIKELY TO BE ENCOUNTERED.
- LOCATE TAPERS TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.

**SEQUENCE OF CONSTRUCTION**

- MOBILIZATION
- PLACE ADVANCE WARNING SIGNS
- PERFORM CONSTRUCTION LAYOUT
- INSTALL SESC MEASURES
- CLEARING SITE
- PERFORM EXCAVATION AND GRADING
- INSTALL INFILTRATION SWALES
- INSTALL UNDERGROUND CONDUIT AND FOUNDATIONS
- INSTALL AGGREGATE BASE COURSE
- PERFORM HMA PAVING
- CONSTRUCT ADA CURB RAMPS, CURB, SIDEWALK
- INSTALL LIGHTING STANDARDS
- INSTALL REGULATORY AND WARNING SIGNS, FLASHING BEACON
- INSTALL CHAIN-LINK AND POST AND RAIL FENCING
- INSTALL BENCHES, TRASH RECEPTACLES, PET WASTE STATIONS
- PERFORM LANDSCAPING, TOPSOILING, AND SEEDING
- APPLY FINAL STRIPING
- REMOVE SESC MEASURES AND TRAFFIC CONTROL DEVICES

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TC-1  
TC-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL PLANS**

**PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL**

**McCormick Taylor**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300

DATE: MARCH 7, 2022

ANTHONY M. DIMAGGIO, JR., P.E.

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

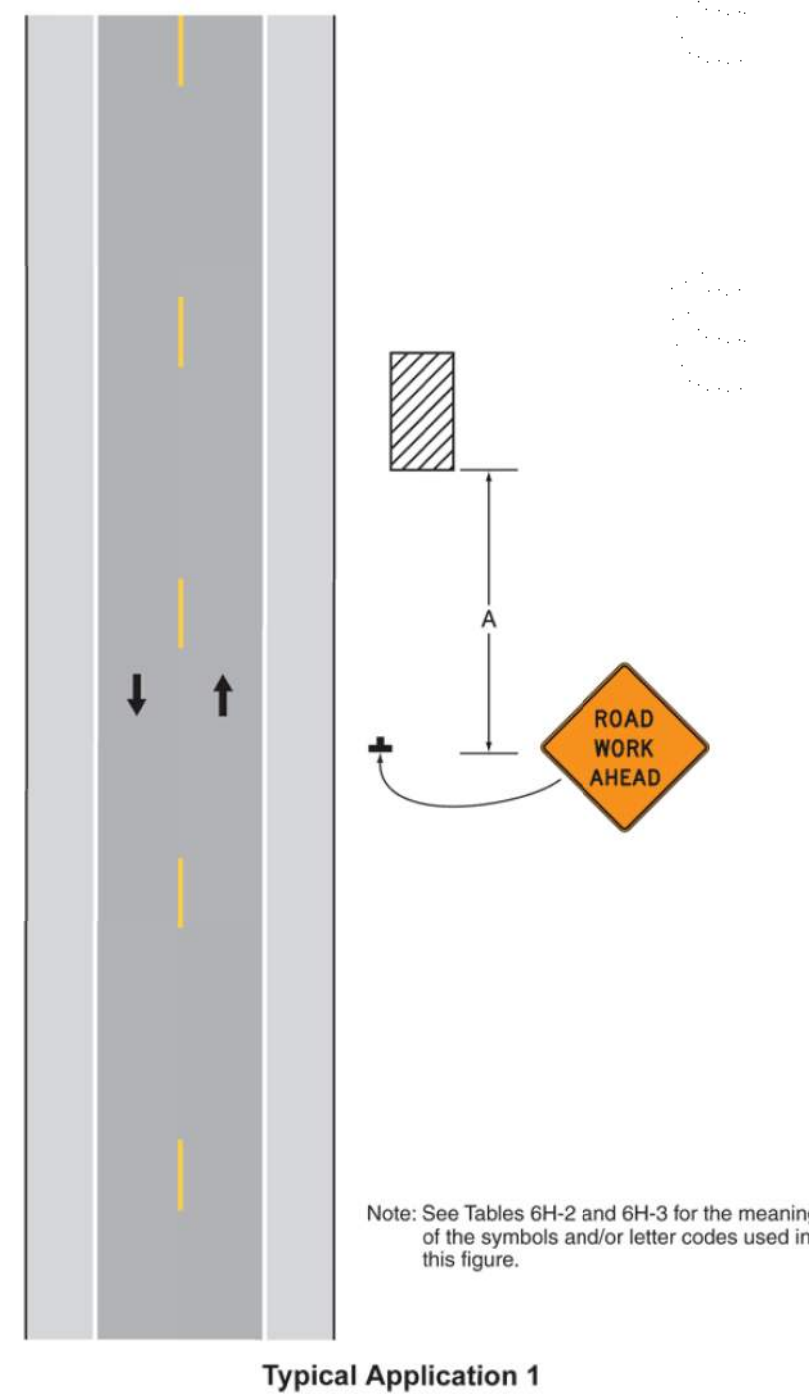
**NOTES:**

- UTILIZE MUTCD TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATIONS (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CHAPTER 6H) FOR MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION:
  - TA-1 - WORK BEYOND THE SHOULDER
  - TA-3 - WORK ON THE SHOULDERS
  - TA-6 - SHOULDER WORK WITH MINOR ENCROACHMENT
  - TA-28 - SIDEWALK DETOUR OR DIVERSION
- FLAGGERS SHALL BE USED TO DIRECT ROAD USERS WHEN CONSTRUCTION CONDITIONS PREVENT 2-WAY TRAFFIC FLOW ALONG THE ROADWAY OR WHEN PROPOSED CROSSWALK STRIPING IS UNDERWAY. FLAGGERS SHALL FOLLOW THE PROCEDURES PROVIDED IN SECTIONS 6E.07 AND 6E.08 OF THE MUTCD.
- SIDEWALK DETOURS MAY BE USED IN WORK AREAS WHERE EXISTING OR NEW CROSSWALKS ARE PROVIDED, OTHERWISE USE TYPICAL APPLICATION FOR SIDEWALK DIVERSION TO MAINTAIN PEDESTRIAN WALKWAY.
- TO LIMIT THE LENGTH OF IMPACTS TO ADJACENT OWNERS, LIMIT ACTIVE WORK AREAS AND DEMOLITION/EXCAVATION TO THE QUANTITY OF CONCRETE THAT CAN BE CONSTRUCTED IN ONE DAY.

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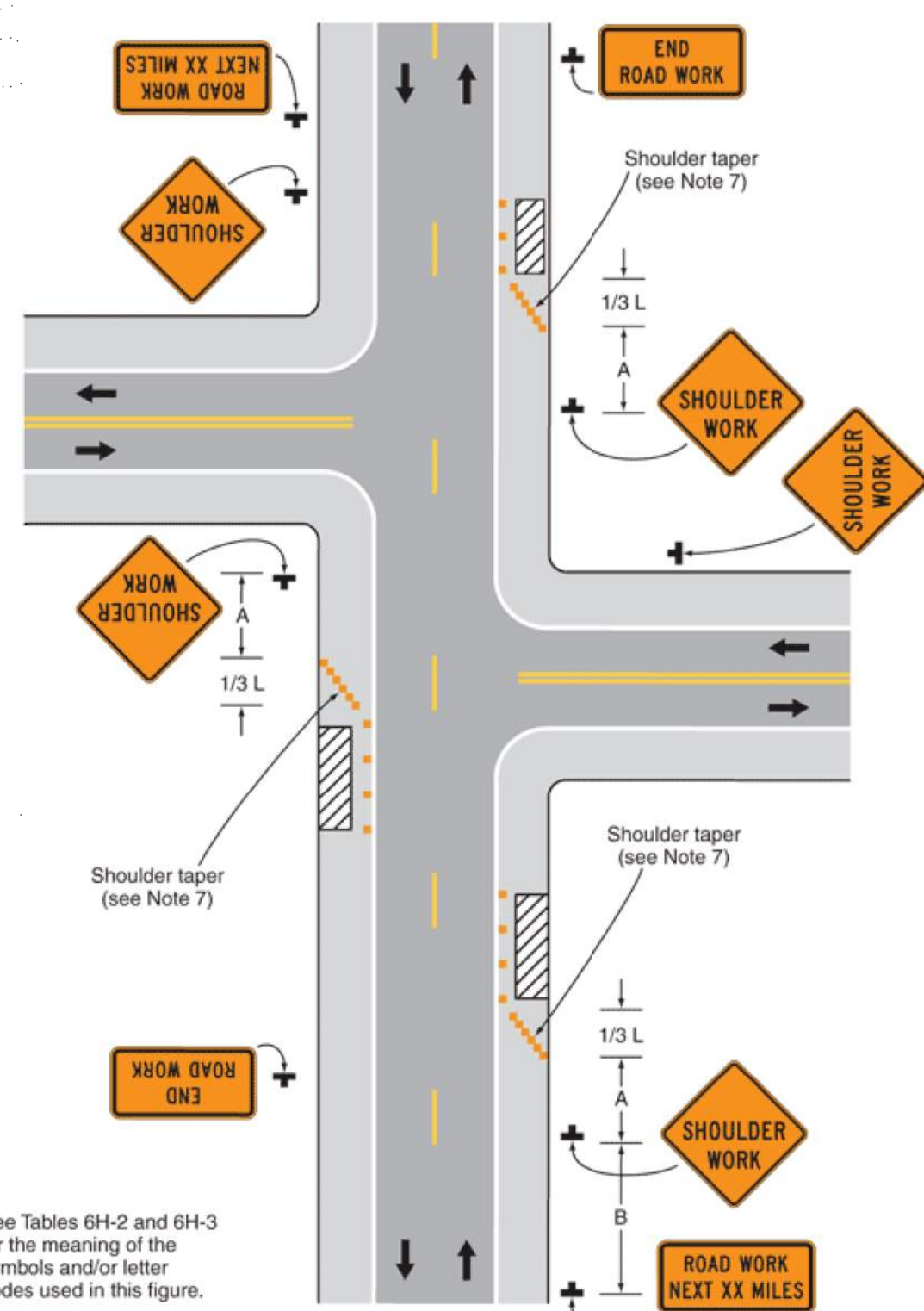


Figure 6H-1. Work Beyond the Shoulder (TA-1)



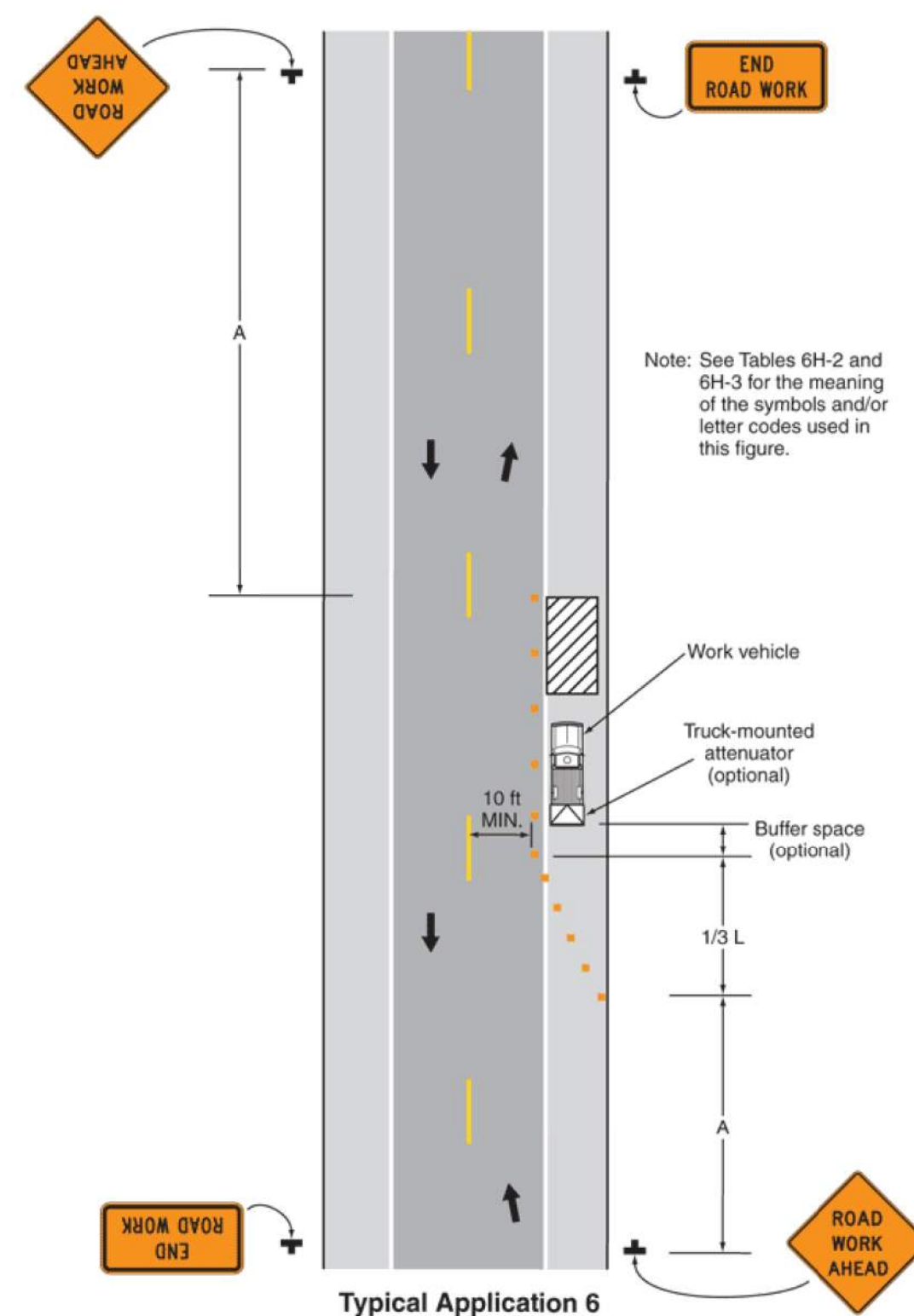
Typical Application 1

Figure 6H-3. Work on the Shoulders (TA-3)



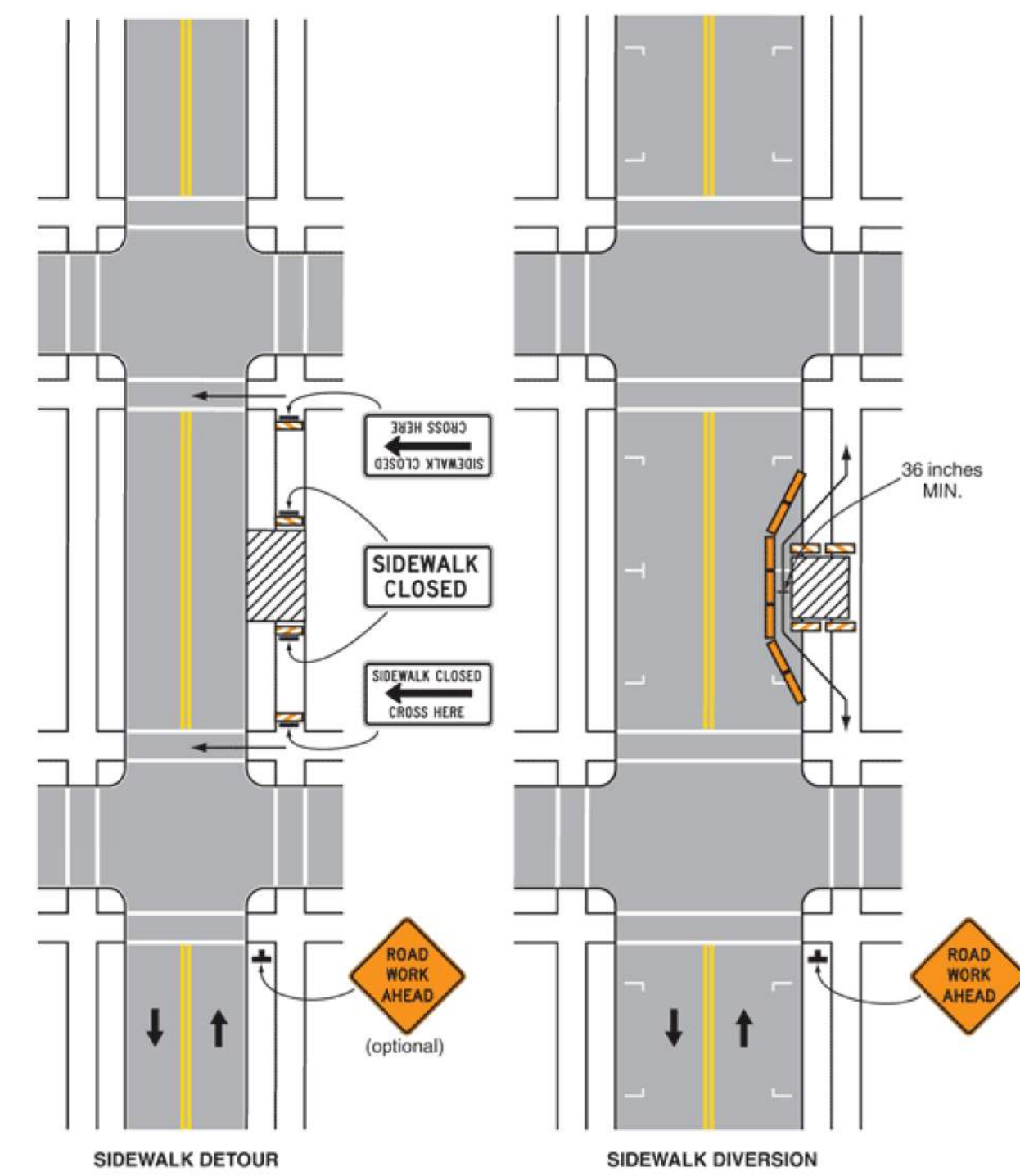
Typical Application 3

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



Typical Application 6

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

CONSTRUCTION SIGN TABLE					
SIGN DESIGNATION	MESSAGE	SIZE (IN x IN)	AREA (SF)	REQUIRED QUANTITY	TOTAL AREA (SF)
G20-2	END ROAD WORK	36" x 18"	4.5	6	27
R9-9	SIDEWALK CLOSED	24" x 12"	2.0	6	12
W20-1	ROAD WORK AHEAD	36" x 36"	9.0	6	54
W20-7	FLAGGER	36" x 36"	9.0	2	18
W21-5	SHOULDER WORK	36" x 36"	9.0	6	54
CONSTRUCTION SIGN TOTAL					138

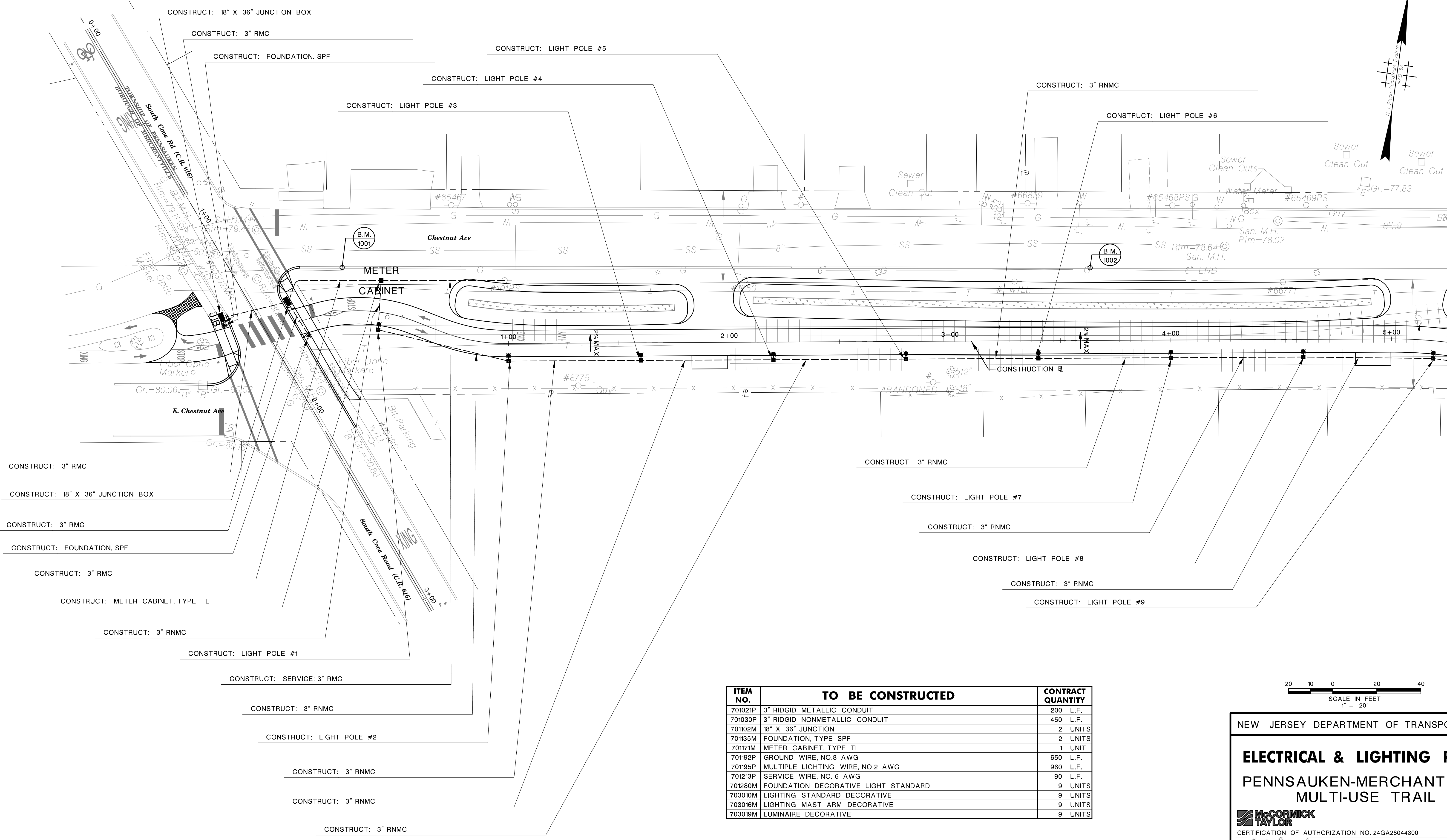
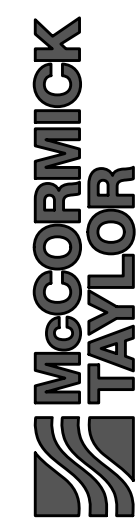
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL PLANS**  
 PENNSAUKEN-MERCHANTVILLE  
 MULTI-USE TRAIL

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

TC-2  
 TC-2

FILE NAME: \\h1\projects\68101\_NJ\_PennTwp\_MultiUseTrail\_CADD\Plan\_Series\Drawings\EL-1.dgn  
REV. DATE: 3/7/2022  
SCALE: 20,000 / 1 in.

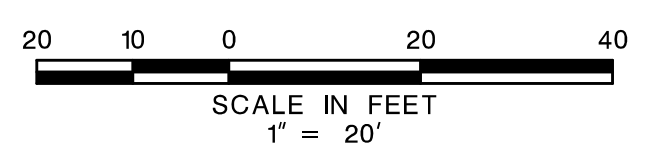


MATCH LINE @ STA. 5+25  
PLAN SHEET NO. EL-2

- CONSTRUCT: 3" RMC
- CONSTRUCT: 18" X 36" JUNCTION BOX
- CONSTRUCT: 3" RMC
- CONSTRUCT: FOUNDATION, SPF
- CONSTRUCT: 3" RMC
- CONSTRUCT: METER CABINET, TYPE TL
- CONSTRUCT: 3" RNM
- CONSTRUCT: LIGHT POLE #1
- CONSTRUCT: SERVICE: 3" RMC
- CONSTRUCT: 3" RNM
- CONSTRUCT: LIGHT POLE #2
- CONSTRUCT: 3" RNM
- CONSTRUCT: 3" RNM
- CONSTRUCT: 3" RNM

- CONSTRUCT: 3" RNM
- CONSTRUCT: LIGHT POLE #7
- CONSTRUCT: 3" RNM
- CONSTRUCT: LIGHT POLE #8
- CONSTRUCT: 3" RNM
- CONSTRUCT: LIGHT POLE #9

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
70102P	3" RIDGID METALLIC CONDUIT	200 L.F.
701030P	3" RIDGID NONMETALLIC CONDUIT	450 L.F.
701102M	18" X 36" JUNCTION	2 UNITS
701135M	FOUNDATION, TYPE SPF	2 UNITS
701171M	METER CABINET, TYPE TL	1 UNIT
701192P	GROUND WIRE, NO.8 AWG	650 L.F.
701195P	MULTIPLE LIGHTING WIRE, NO.2 AWG	960 L.F.
701213P	SERVICE WIRE, NO. 6 AWG	90 L.F.
701280M	FOUNDATION DECORATIVE LIGHT STANDARD	9 UNITS
703010M	LIGHTING STANDARD DECORATIVE	9 UNITS
703016M	LIGHTING MAST ARM DECORATIVE	9 UNITS
703019M	LUMINAIRE DECORATIVE	9 UNITS



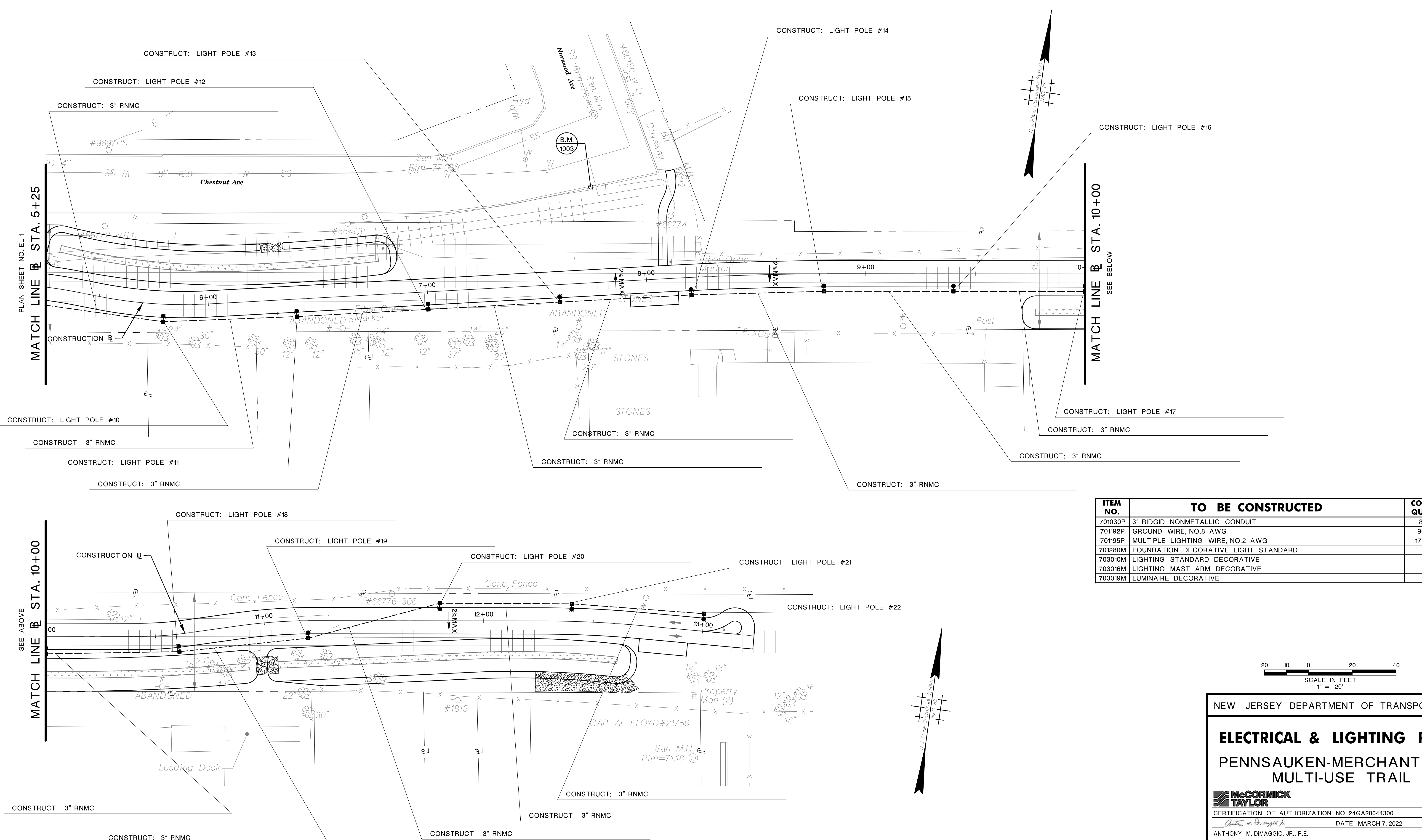
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**ELECTRICAL & LIGHTING PLANS**  
**PENNSAUKEN-MERCHANTVILLE**  
**MULTI-USE TRAIL**

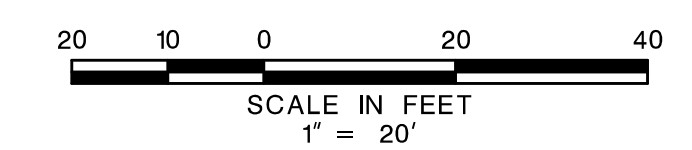


CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
DATE: MARCH 7, 2022  
ANTHONY M. DIMAGGIO, JR., P.E.  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

FILE NAME: \\h1\projects\6814\_NJ\_PennTwp\_MultiUse00\_CADD\Plan\_Series\Roadway\06-EL-2.dgn  
 FILE NAME: \\h1\projects\6814\_NJ\_PennTwp\_MultiUse00\_CADD\Plan\_Series\Roadway\06-EL-2.dgn  
 REV. DATE: 3/7/2022  
 SCALE: 20,000' / 1" = 1' = 20'



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
701030P	3" RIDGID NONMETALLIC CONDUIT	810 L.F.
701192P	GROUND WIRE, NO.8 AWG	900 L.F.
701195P	MULTIPLE LIGHTING WIRE, NO.2 AWG	1770 L.F.
701280M	FOUNDATION DECORATIVE LIGHT STANDARD	13 UNITS
703010M	LIGHTING STANDARD DECORATIVE	13 UNITS
703016M	LIGHTING MAST ARM DECORATIVE	13 UNITS
703019M	LUMINAIRE DECORATIVE	13 UNITS



NEW JERSEY DEPARTMENT OF TRANSPORTATION

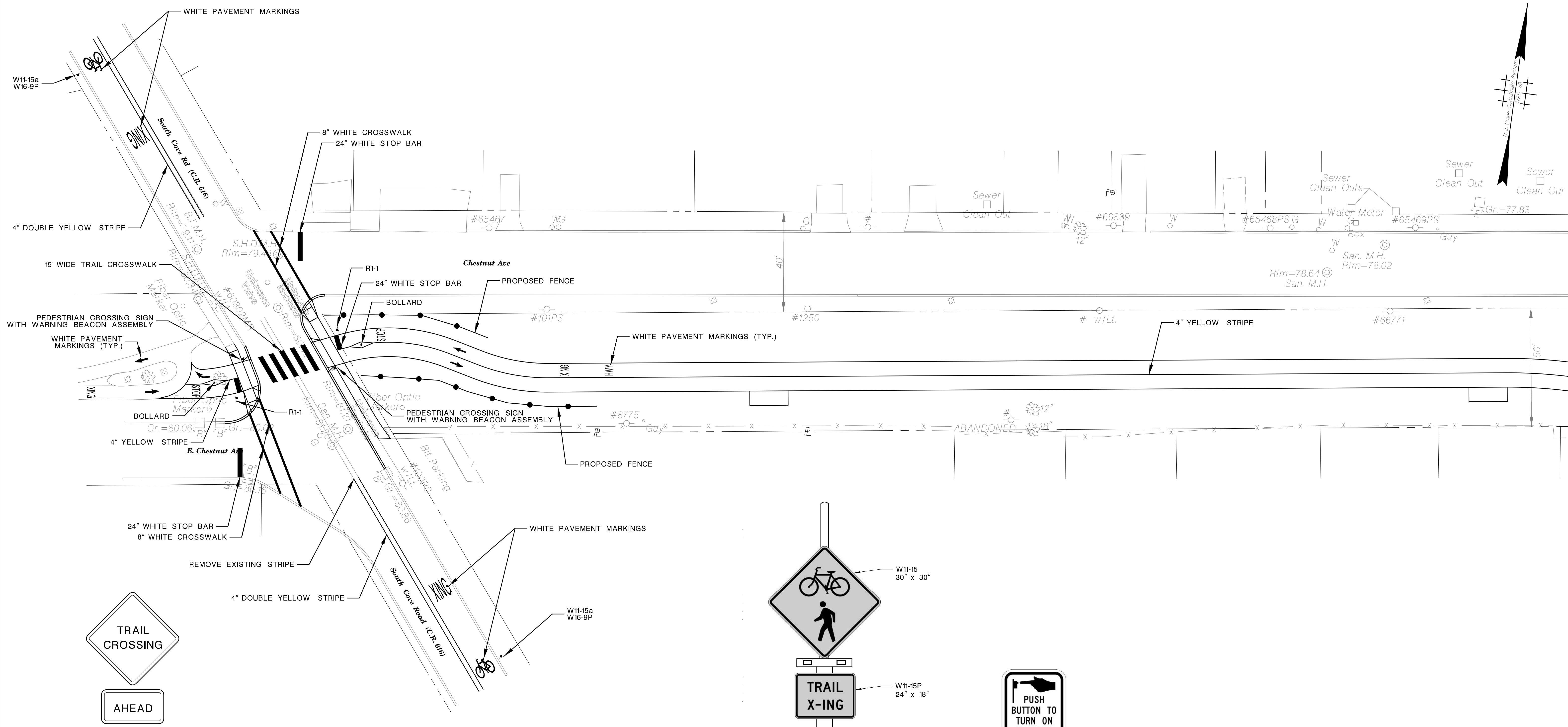
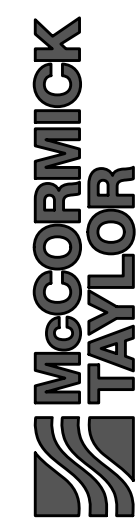
**ELECTRICAL & LIGHTING PLANS**

**PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200



FILE NAME: \\hobbs\projects\8014\_NJ\_PennTwp\_MultiUseTrail\_CADD\Plan\_Sign\Roadway\05-TSS-1.dwg  
REV. DATE: 3/7/2022  
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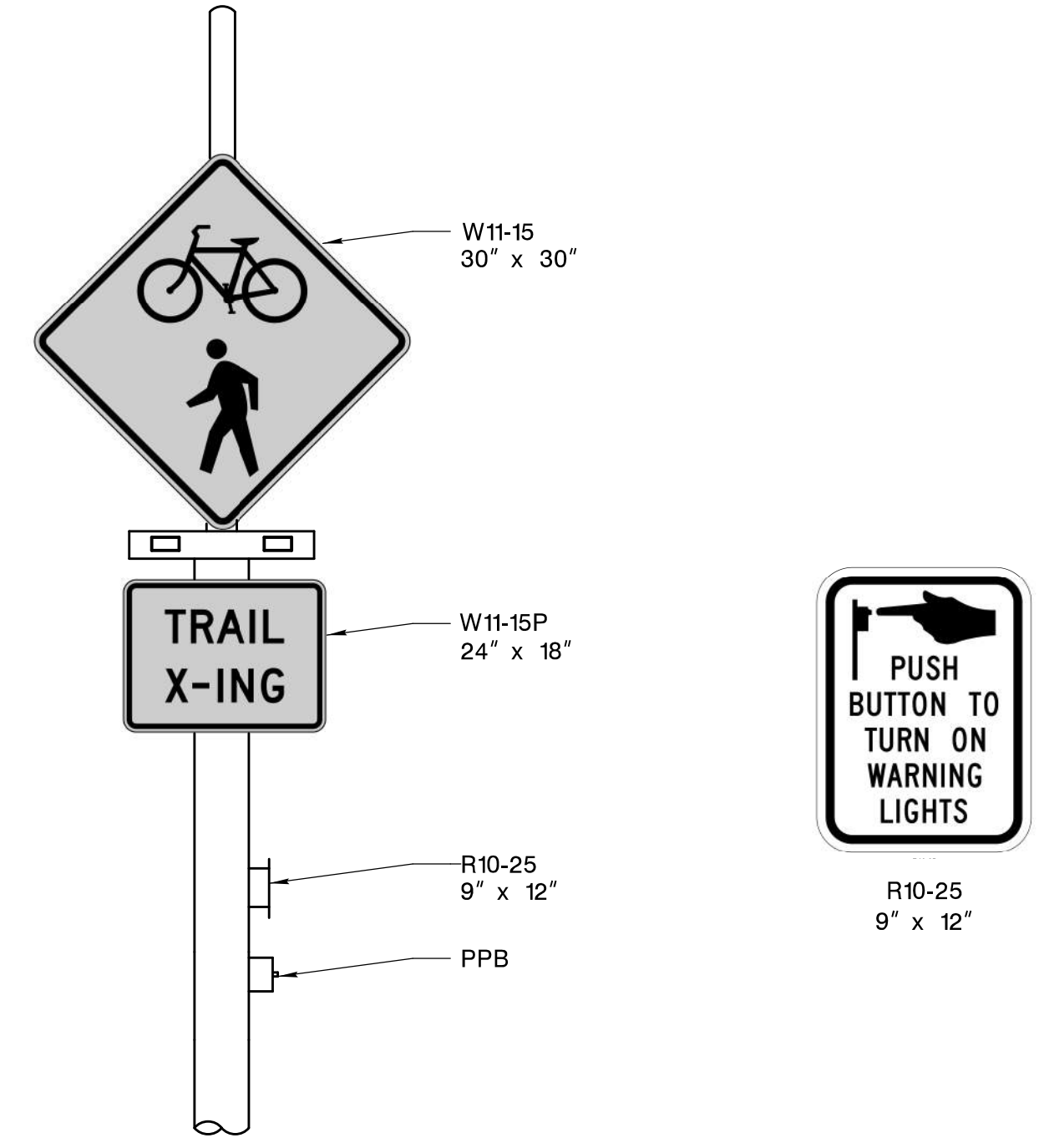


MATCH LINE @ STA. 5+25  
PLAN SHEET NO. TSS-2



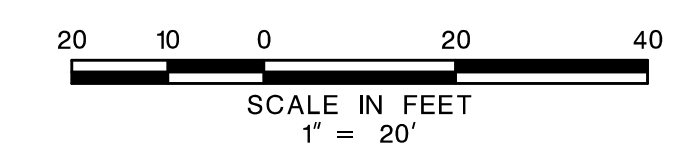
AHEAD

W11-15a, W16-9P  
TRAIL CROSSING, AHEAD  
N.T.S.



PEDESTRIAN CROSSING SIGN WITH WARNING BEACON ASSEMBLY  
N.T.S.

REGULATORY AND WARNING SIGN TABLE					
SIGN DESIGNATION	SHEET NUMBER	MESSAGE	SIZE (IN x IN)	AREA (SF)	TOTAL AREA (SF)
R1-1	TSS-1	STOP	30 x 30	6.25	12.50
W11-15a	TSS-1	TRAIL CROSSING	24 x 18	3.0	6.0
W16-9P	TSS-1	AHEAD (PLAQUE)	24 x 12	2.0	4.0
REGULATORY AND WARNING SIGN TOTAL					22.50

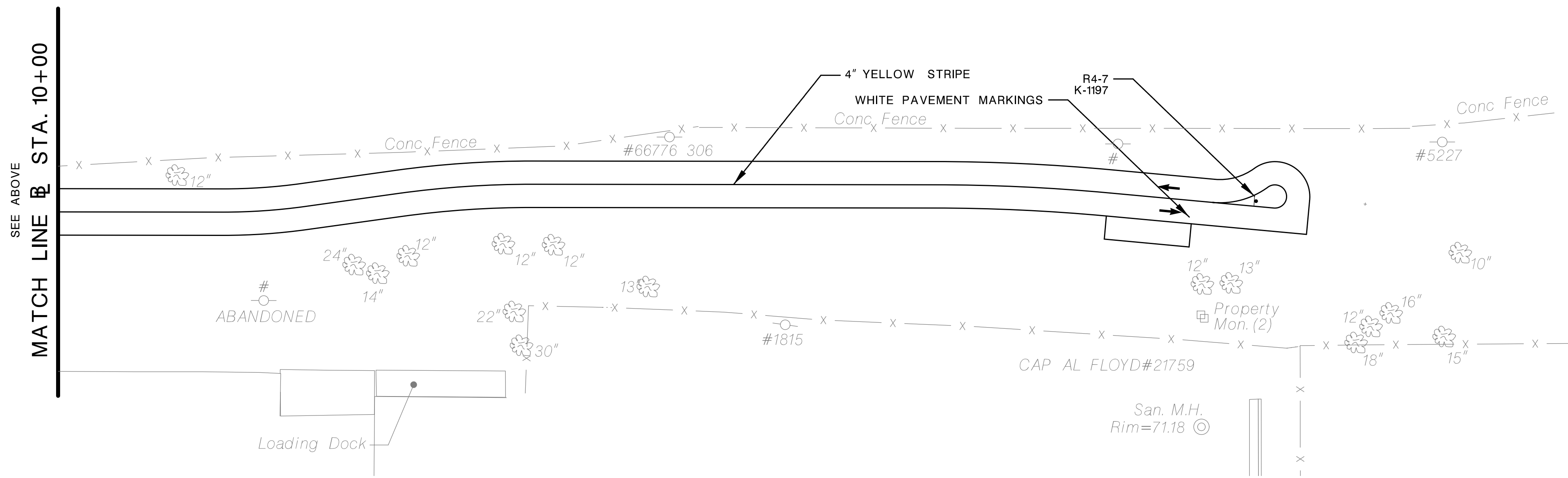
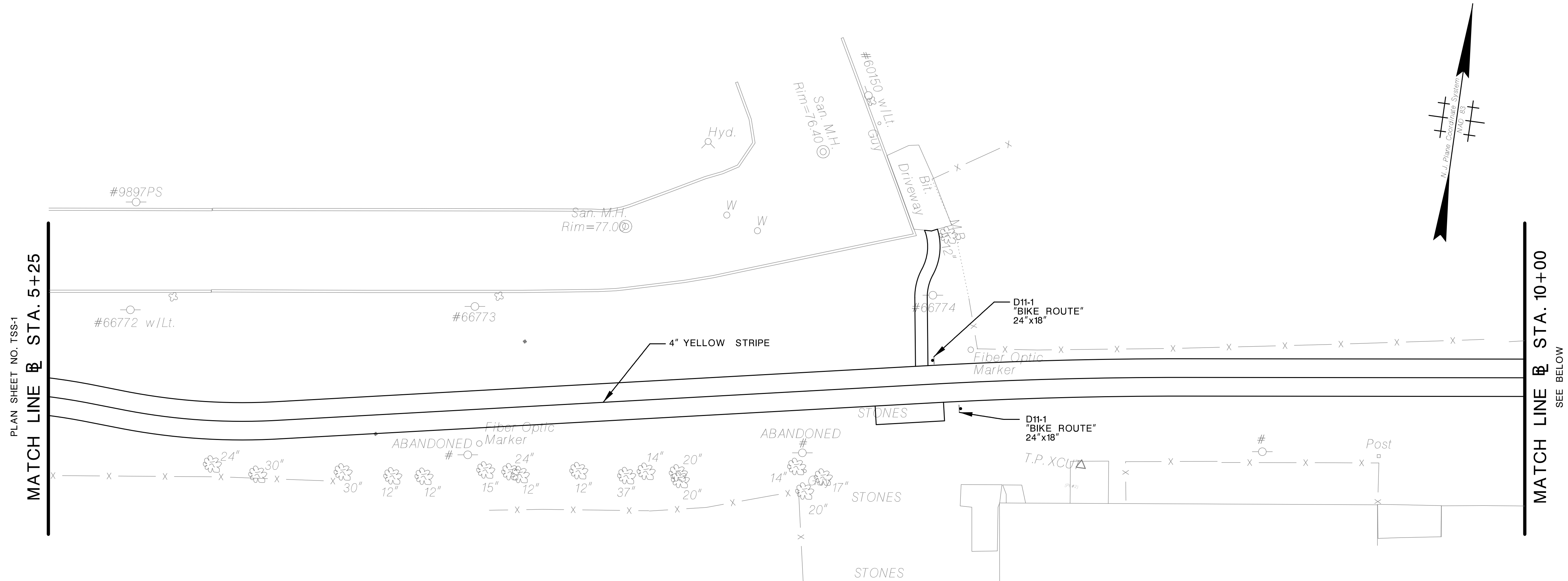


NEW JERSEY DEPARTMENT OF TRANSPORTATION

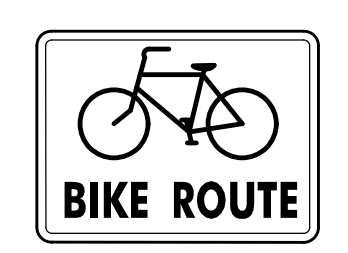
**TRAFFIC SIGNING AND STRIPING PLANS**  
PENNSAUKEN-MERCHANTVILLE  
MULTI-USE TRAIL

McCormick Taylor  
CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
DATE: MARCH 7, 2022  
ANTHONY M. DIMAGGIO, JR., P.E.  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

FILE NAME: \\hills\projects\8014\_NJ\_PennTwp\_MultiUseTrail\_CADD\Plans\_Sign\Roadway\05155-2.dwg  
 REV. NAME: WJW  
 REV. DATE: 3/7/2022  
 SCALE: 20,000 / 1 in.



SIGN DESIGNATION	SHEET NUMBER	MESSAGE	SIZE (IN x IN)	AREA (SF)	REQUIRED QUANTITY	TOTAL AREA (SF)
D11-1	TSS-2	BIKE ROUTE (GREEN BACKGROUND WHITE LETTERS)	24 x 18	3.00	2	6.00
R4-7	TSS-2	KEEP RIGHT	18 x 24	3.00	1	3.00
K-1197	TSS-2	CLEAN UP DOG WASTE	12 x 18	1.50	1	1.50
REGULATORY AND WARNING SIGN TOTAL						10.50



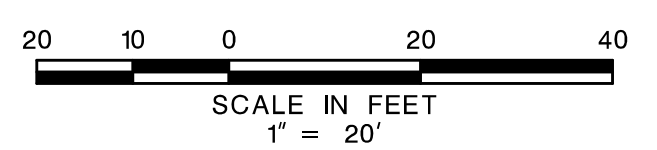
D11-1  
BIKE ROUTE SIGN  
N.T.S.



K-1197  
DOG WASTE SIGN  
N.T.S.



R4-7  
KEEP RIGHT (MIN. SIZE 18" x 24")  
N.T.S.



NEW JERSEY DEPARTMENT OF TRANSPORTATION

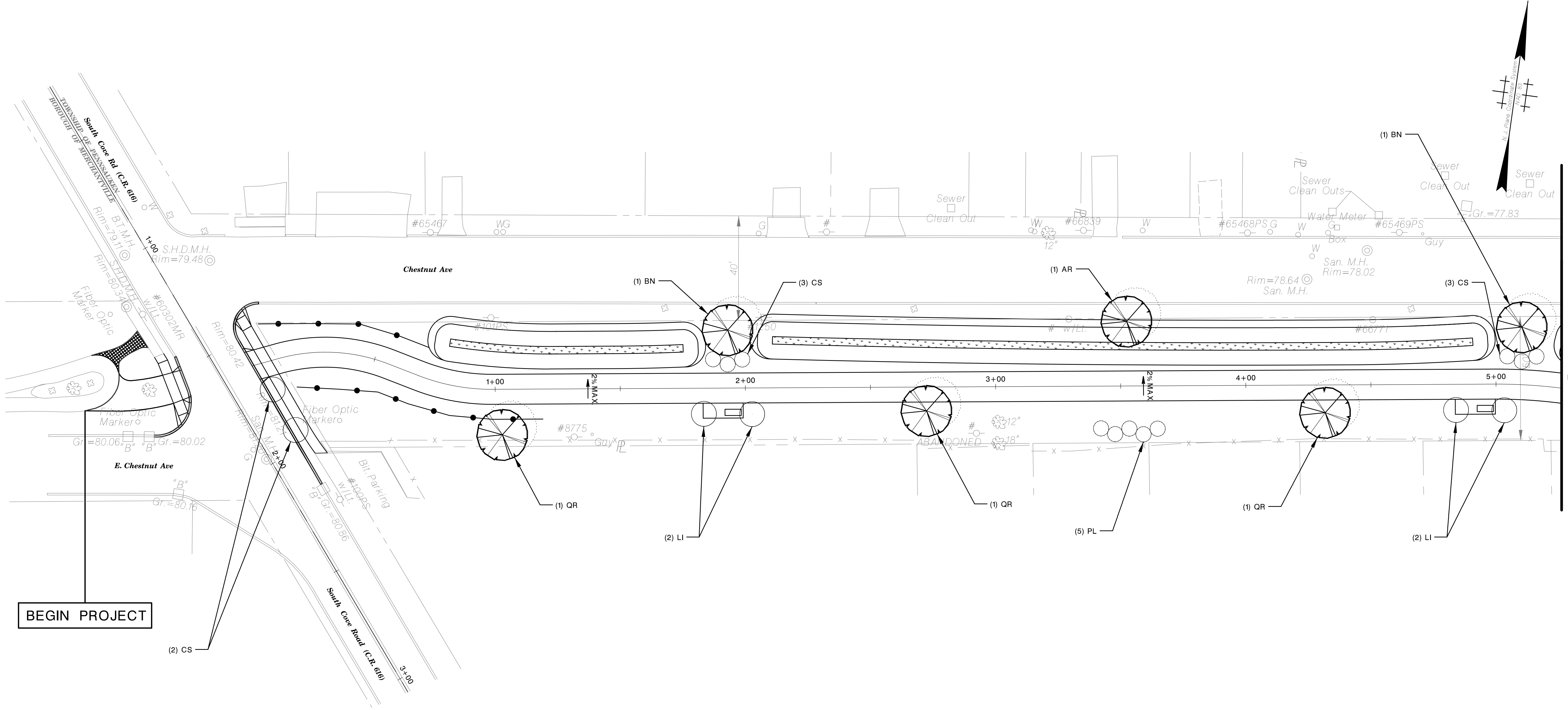
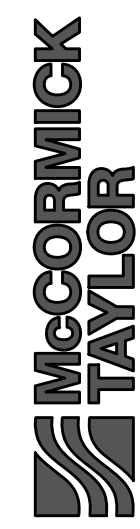
**TRAFFIC SIGNING AND STRIPING PLANS**

PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

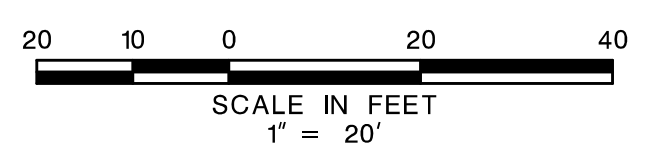
**McCormick Taylor**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

FILE NAME: \\hills\hills\68114\_NJ\_PennTwp\_MultiUse00\_CADD\Plan\_Series\Roadway\02-L-1.dgn  
 USER: WJW  
 REV. DATE: 3/7/2022  
 SCALE: 20,000 / 1 in.



MATCH LINE @ STA. 5+25  
 PLAN SHEET NO. L-2



L-1  
L-2

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**LANDSCAPE PLANS**  
**PENNSAUKEN-MERCHANTVILLE**  
**MULTI-USE TRAIL**



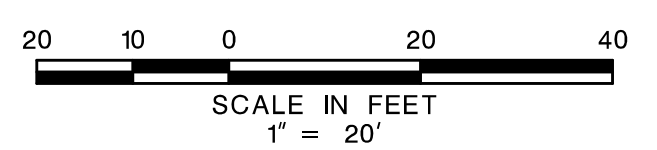
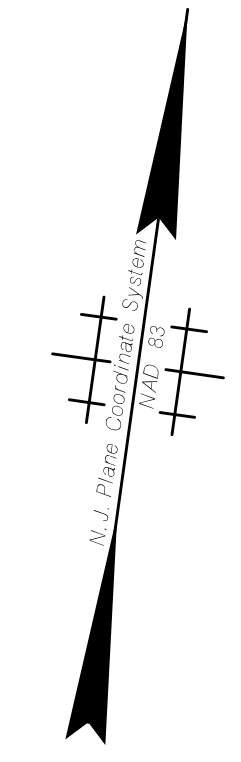
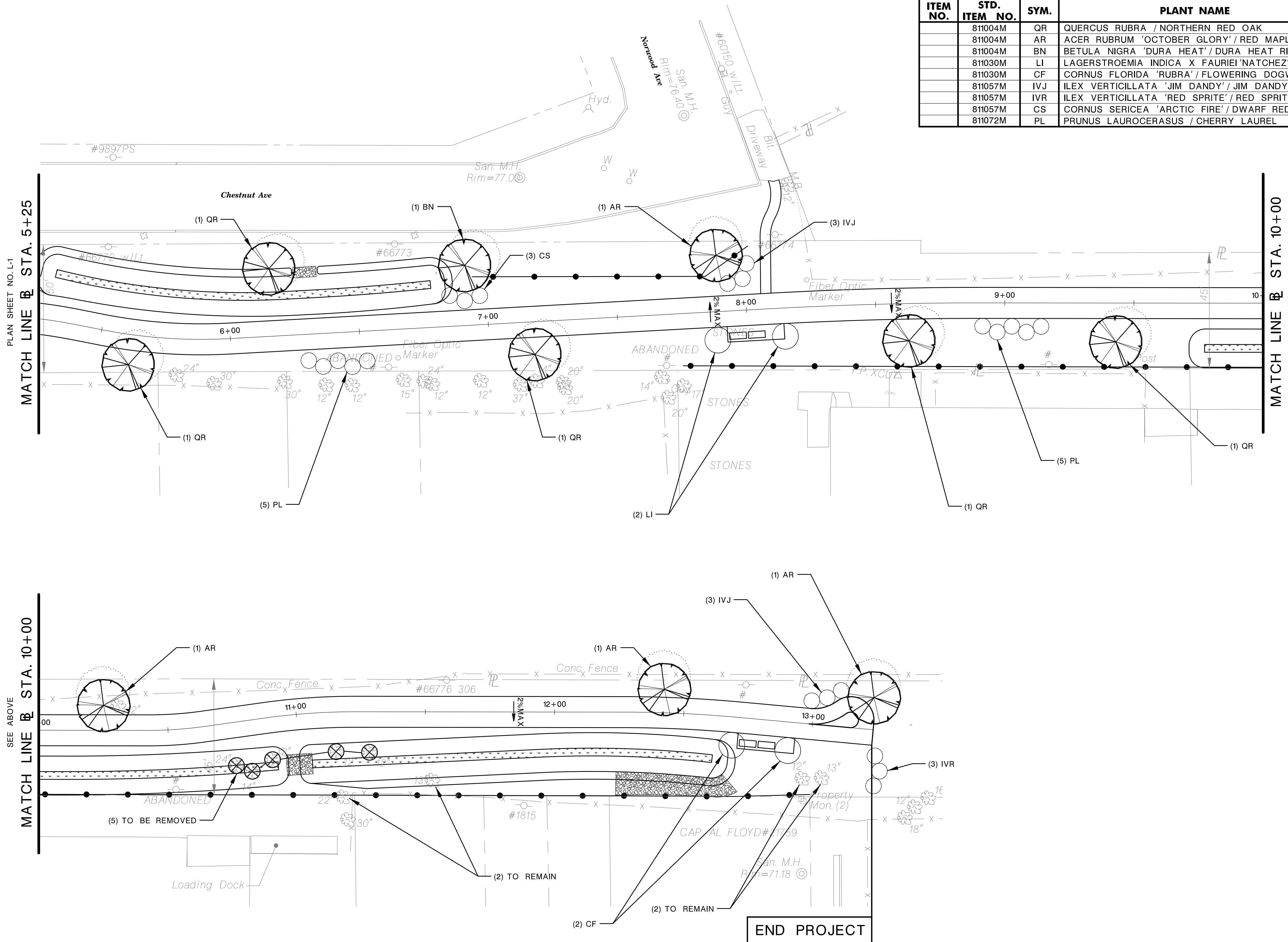
CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

18  
22

**TO BE PLANTED**

ITEM NO.	STD. ITEM NO.	SYM.	PLANT NAME	ROOT	CALIPER & HEIGHT	SPACING	CONTRACT QUANTITY
	811004M	QR	QUERCUS RUBRA / NORTHERN RED OAK	B&B	2.5-3" Cal		3 U
	811004M	AR	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE	B&B	2.5-3" Cal		1 U
	811004M	BN	BETULA NIGRA 'DURA HEAT' / DURA HEAT RIVER BIRCH	B&B	2.5" CAL		2 U
	811030M	LI	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' / CRAPE MYRTLE	B&B	1.5" CAL; 5-6' HT		4 U
	811057M	CS	CORNUS SERICEA 'ARCTIC FIRE' / DWARF RED TWIG DOGWOOD	CG	3-4' HT		8 U
	811072M	PL	PRUNUS LAUROCERASUS / CHERRY LAUREL	CG	30-36" HT		5 U

TO BE PLANTED						
ITEM NO.	STD. ITEM NO.	SYM.	PLANT NAME	ROOT	CALIPER & HEIGHT	CONTRACT QUANTITY
	811004M	QR	QUERCUS RUBRA / NORTHERN RED OAK	B&B	2.5-3" Cal	5 U
	811004M	AR	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE	B&B	2.5-3" Cal	4 U
	811004M	BN	BETULA NIGRA 'DURA HEAT' / DURA HEAT RIVER BIRCH	B&B	2.5" CAL	1 U
	811030M	LI	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' / CRAPE MYRTLE	B&B	1.5" CAL; 5-6' HT	2 U
	811030M	CF	CORNUS FLORIDA 'RUBRA' / FLOWERING DOGWOOD	B&B	1.5" CAL; 5-6' HT	2 U
	811057M	IVJ	ILEX VERTICILLATA 'JIM DANDY' / JIM DANDY WINTERBERRY	CG	3-4' HT	6 U
	811057M	IVR	ILEX VERTICILLATA 'RED SPRITE' / RED SPRITE WINTERBERRY	CG	3-4' HT	3 U
	811057M	CS	CORNUS SERICEA 'ARCTIC FIRE' / DWARF RED TWIG DOGWOOD	CG	3-4' HT	3 U
	811072M	PL	PRUNUS LAUROCERASUS / CHERRY LAUREL	CG	30-36" HT	10 U



NEW JERSEY DEPARTMENT OF TRANSPORTATION

**LANDSCAPE PLANS**

**PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL**

**McCormick Taylor**

CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
DATE: MARCH 7, 2022

ANTHONY M. DIMAGGIO, JR., P.E.  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

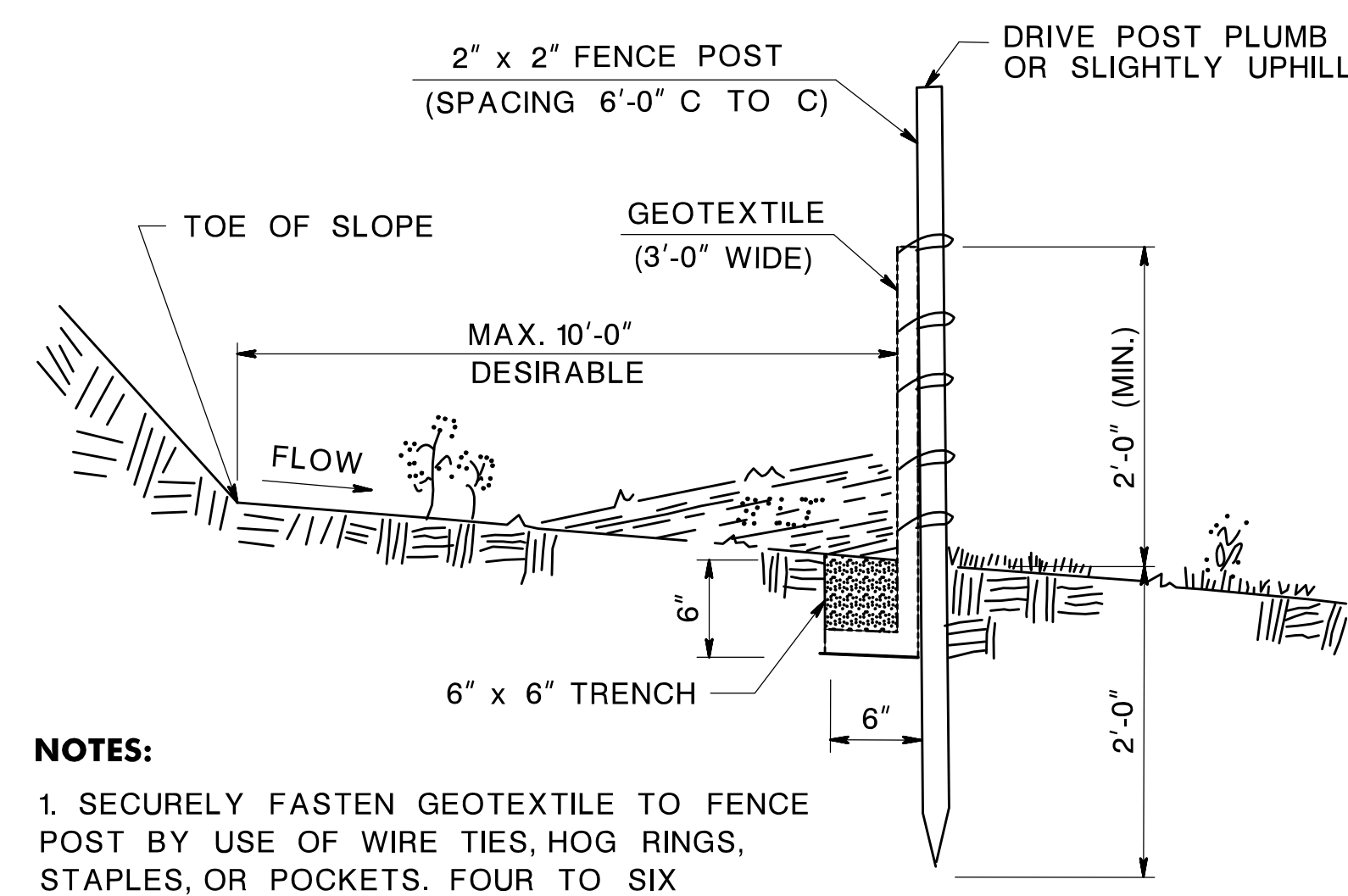
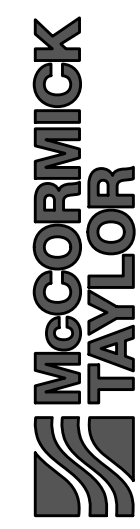
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REV. DATE: 3/7/2022  
SCALE: 20,000' / 1"



L-2

19  
22

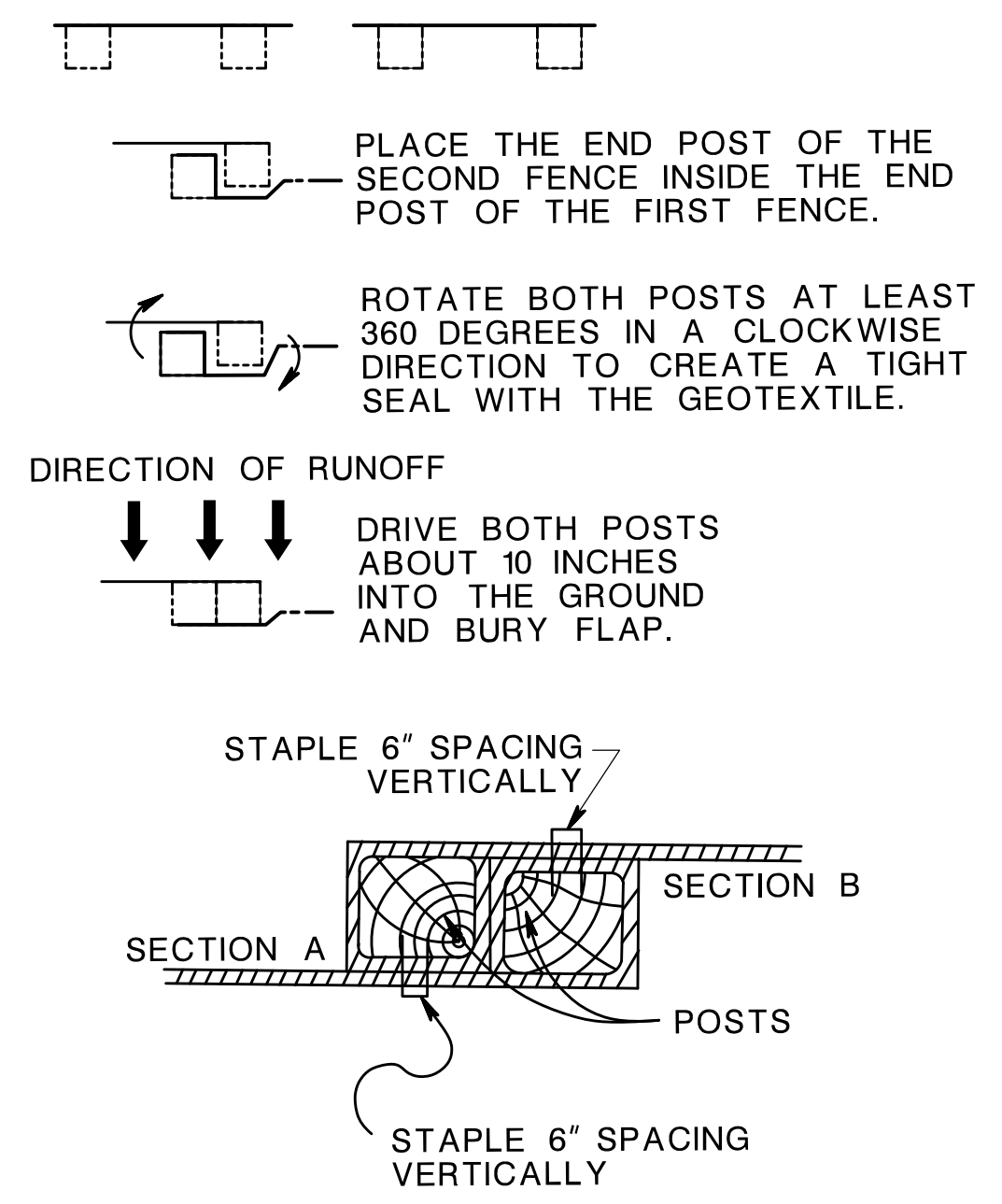
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 REV. NAME: WJTD  
 REV. DATE: 3/7/2022  
 SCALE: 30,000 / 1 in.



- NOTES:**
1. SECURELY FASTEN GEOTEXTILE TO FENCE POST BY USE OF WIRE TIES, HOG RINGS, STAPLES, OR POCKETS. FOUR TO SIX FASTENERS PER POST.
  2. BURY BOTTOM 1'-0" OF GEOTEXTILE AND TAMP IN PLACE.
  3. SECURELY FASTEN ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE TO A POST BY WRAPPING EACH END OF THE GEOTEXTILE AROUND THE POST TWICE AND ATTACHING AS SPECIFIED IN NOTE 1 ABOVE. DO NOT SPLICE INDIVIDUAL ROLLS AT LOW POINTS.
  4. SET SILT FENCE WITHIN PROJECT LIMITS. 10'-0" IS DESIRABLE.

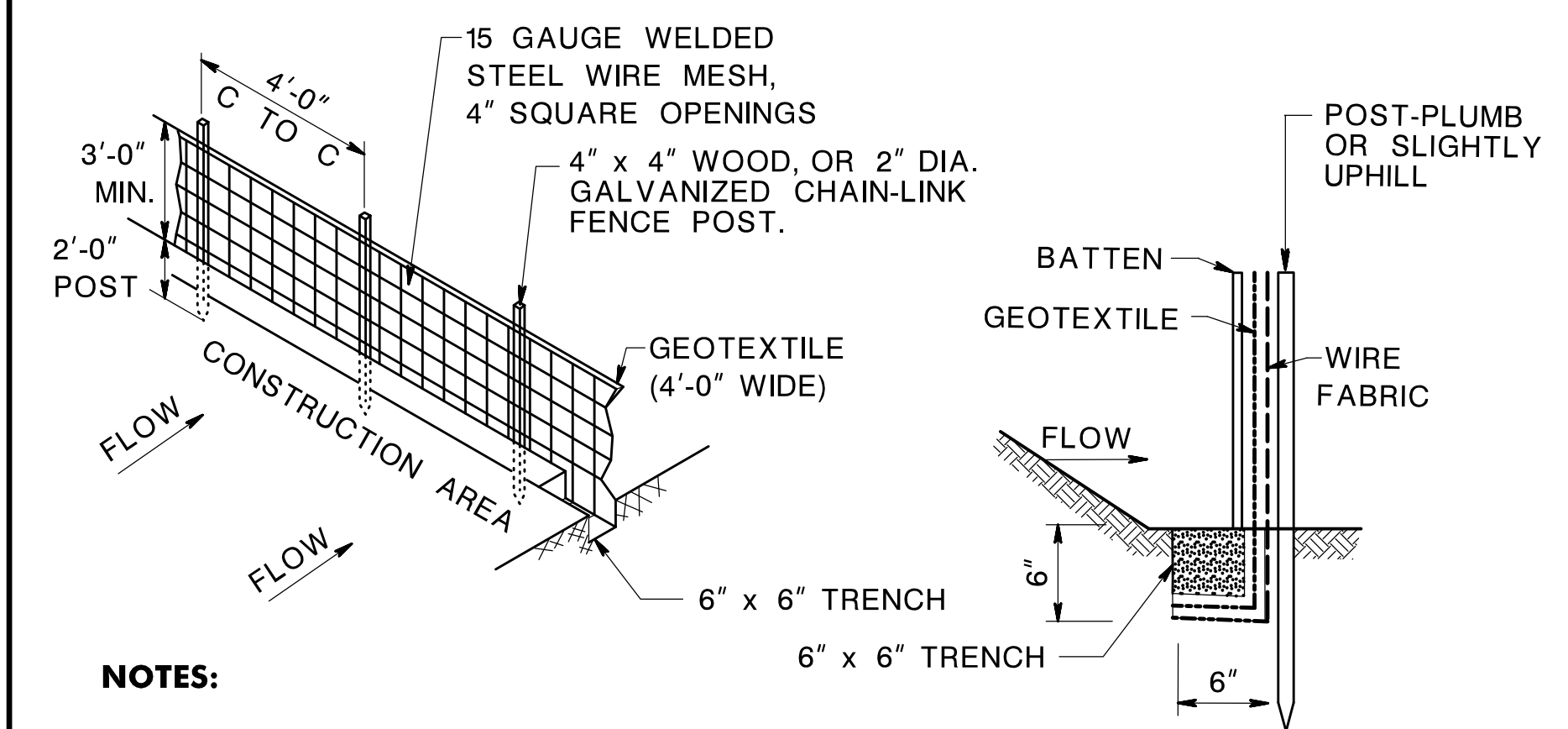
**SILT FENCE**

CD-158-1.1



**ATTACHING TWO SILT FENCES**

CD-158-1.2



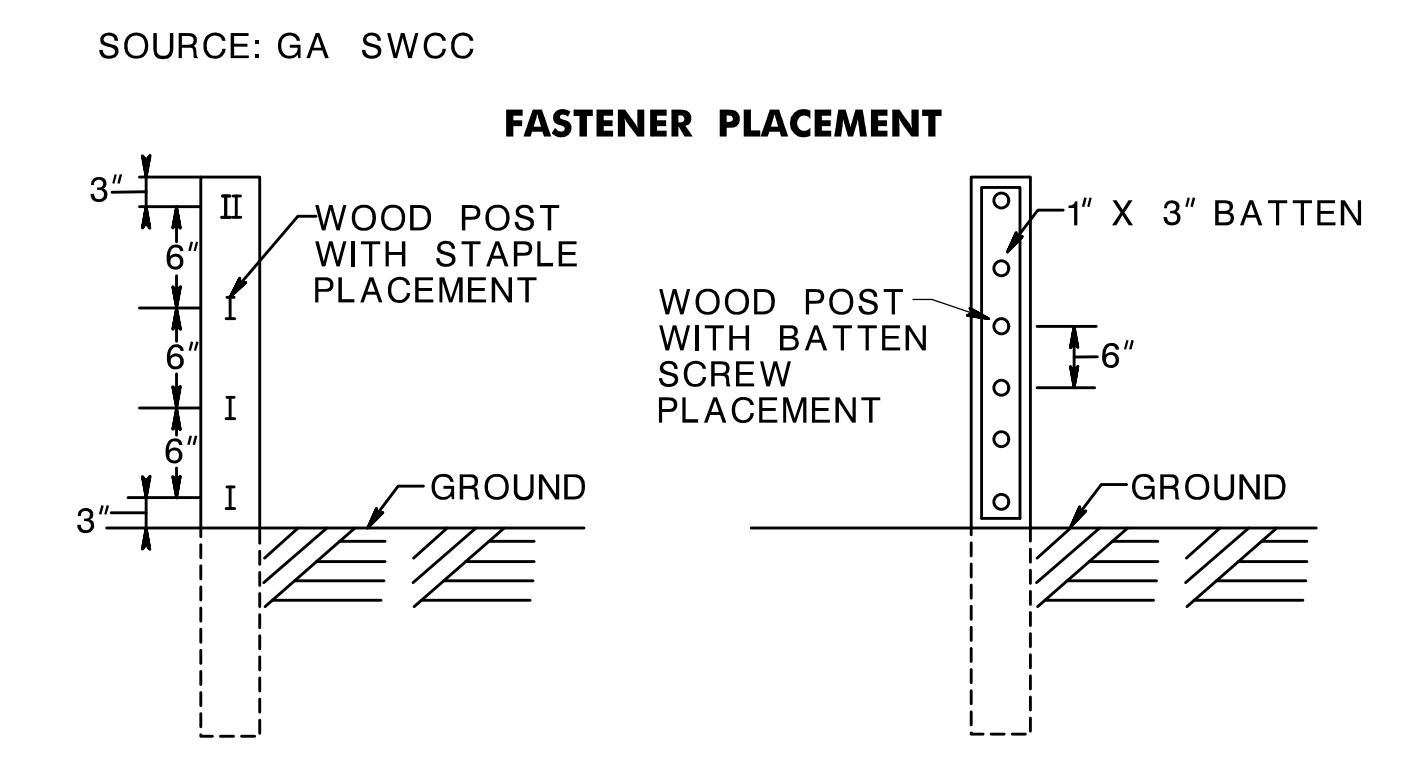
- NOTES:**
1. SECURELY FASTEN GEOTEXTILE TO WIRE FABRIC BY USE OF WIRE TIES OR HOG RINGS, THEN SANDWICH BETWEEN A 1" x 3" x 3" BATTEN AND THE POSTS PLACING SCREWS, OR APPROVED FASTENERS, AT 6 INCH INTERVALS STARTING 3 INCHES FROM TOP.
  2. BURY FENCE POST 2'-0" BELOW GROUND.
  3. BURY BOTTOM 1 FOOT OF GEOTEXTILE AS PER SILT FENCE AND TAMP IN PLACE.
  4. SECURELY FASTEN ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE TO A COMMON POST BY WRAPPING EACH END OF THE GEOTEXTILE AROUND A BATTEN TWICE AND ATTACHING THE BATTEN TO POST WITH SCREWS AT 6 INCH INTERVALS STARTING 3 INCHES FROM THE TOP. DO NOT SPLICE INDIVIDUAL ROLLS AT LOW POINTS.
  5. BURY 6" OF WIRE FABRIC IN TIDAL AREAS.

**HEAVY DUTY SILT FENCE**

CD-158-1.3

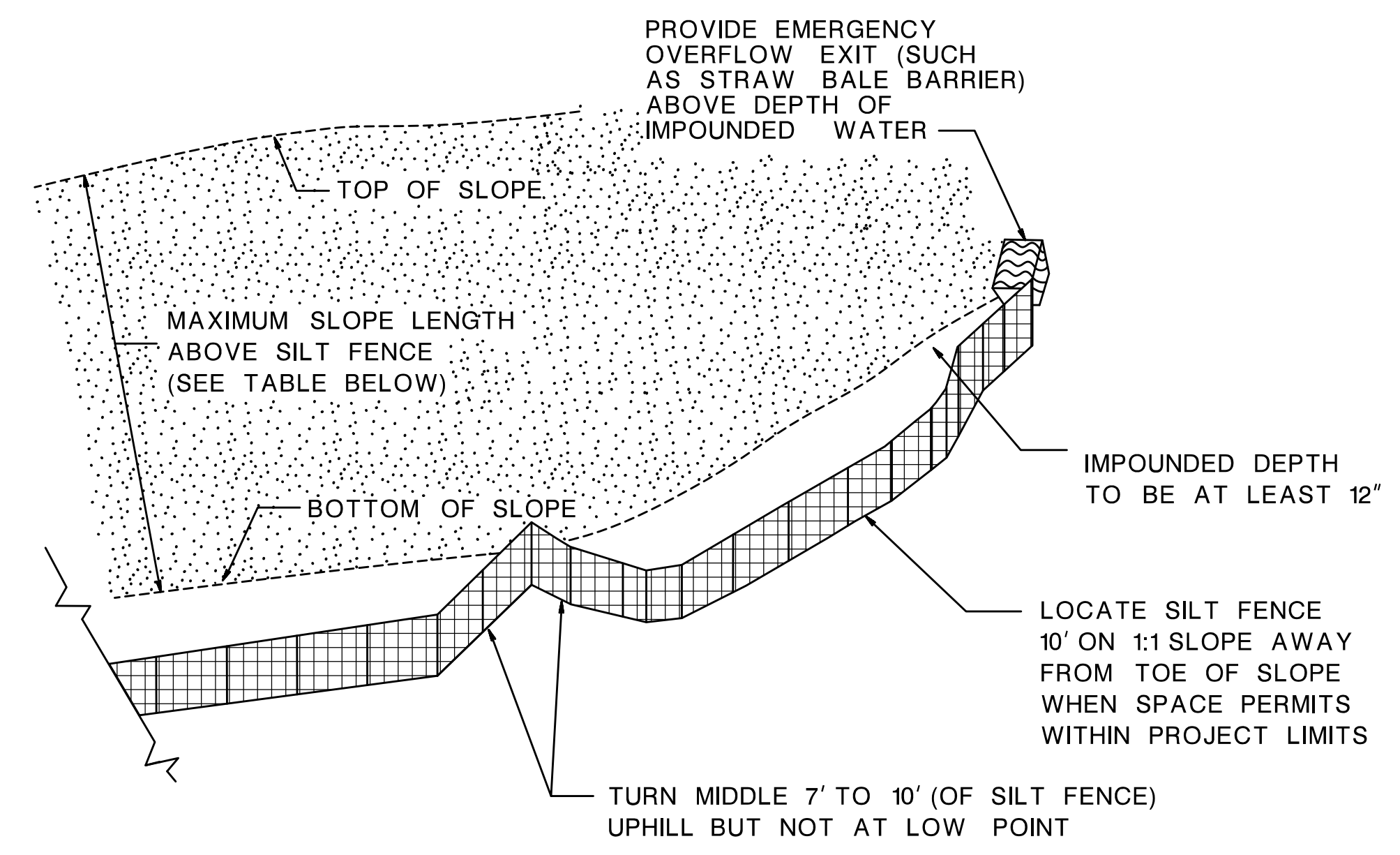
**FASTENERS FOR WOOD POSTS**

	GAUGE	CROWN	LEGS	STAPLES/POST
WIRE STAPLES	17 MIN.	3/4" WIDE	1/2" LONG	5 MIN.
SCREWS		LENGTH 2"	PHILLIPS HEADS 2"	SCREW/POST 6 MIN.



**SILT FENCE FASTENER REQUIREMENTS**

CD-158-1.4



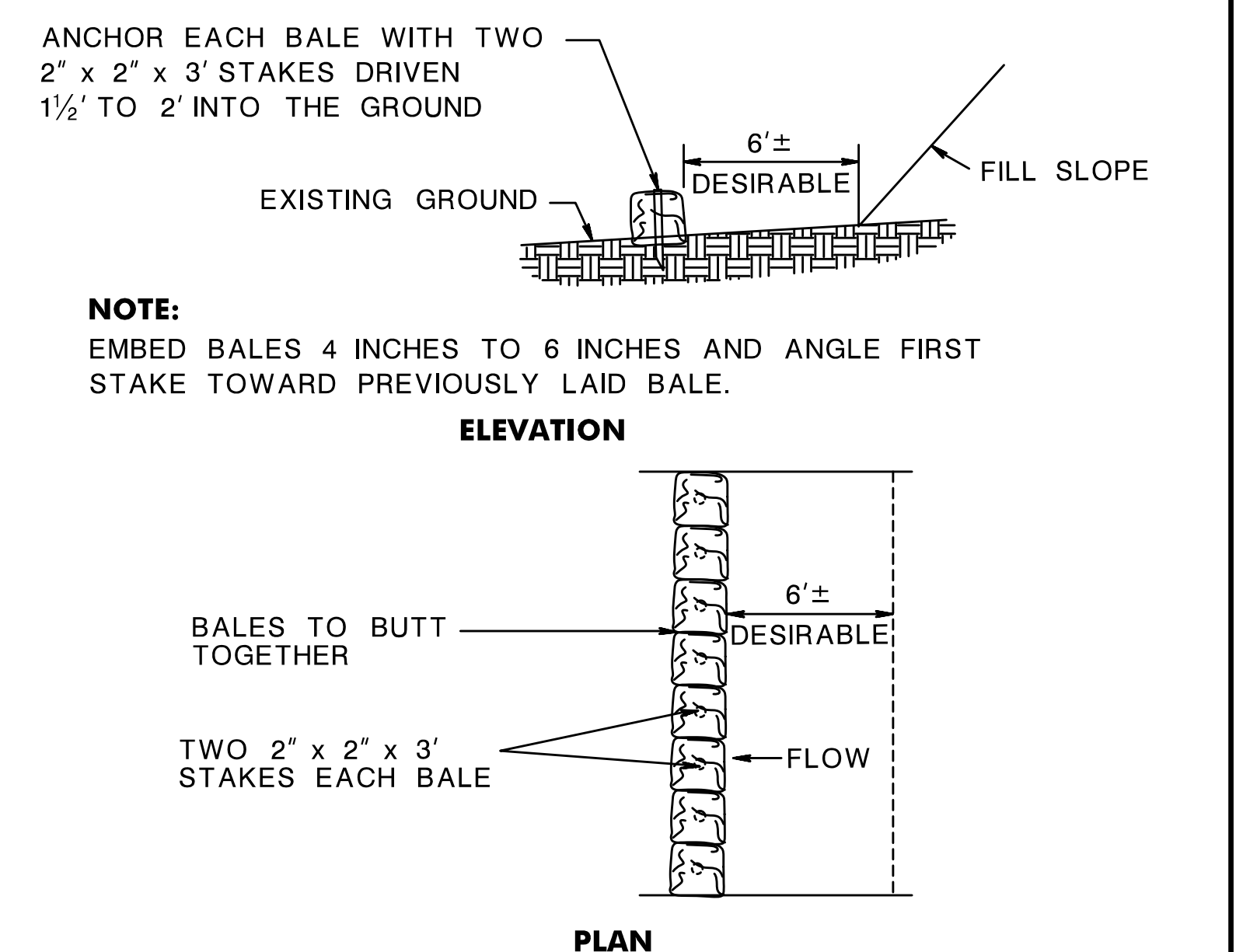
**CRITERIA FOR SILT FENCE PLACEMENT**

LAND SLOPE (PERCENT)	MAXIMUM SLOPE LENGTH ABOVE FENCE (FEET)
<2	100
2 TO 5	75
5 TO 10	50
10 TO 20	25
>20 *	15

\* IN AREAS WHERE THE SLOPE IS GREATER THAN 20%, PROVIDE A FLAT AREA LENGTH OF 10 FEET BETWEEN THE TOE OF THE SLOPE AND THE FENCE TO BE PROVIDED.

**SILT FENCE ON A STEP OR LONG GRADE**

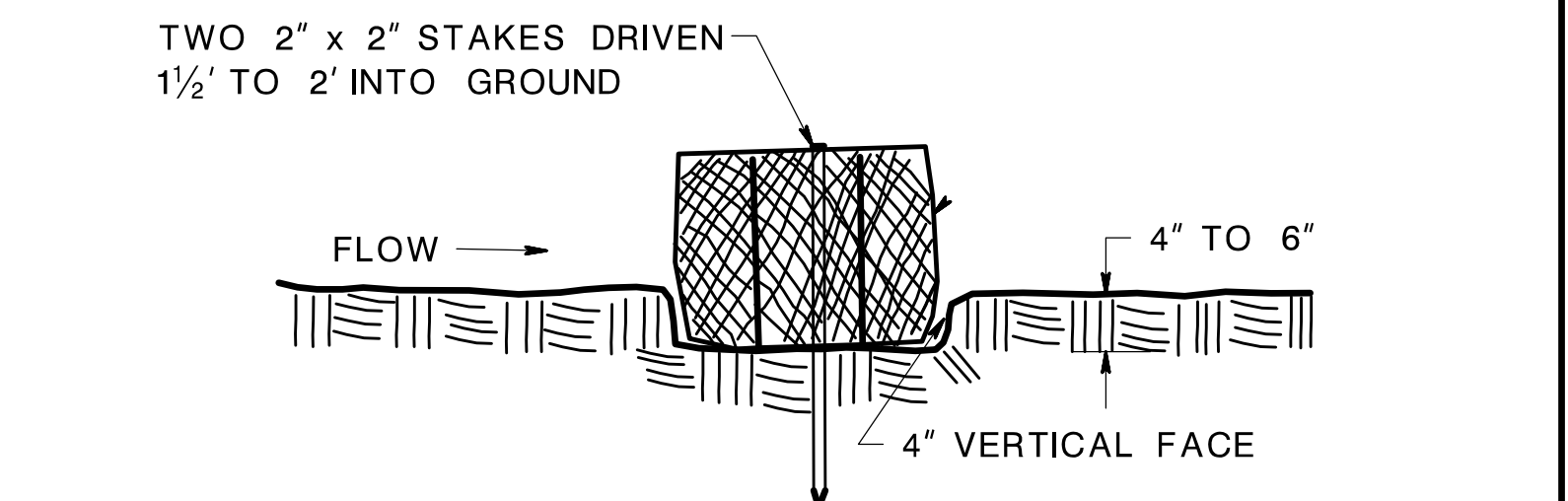
CD-158-1.5



- NOTE:** EMBED BALES 4 INCHES TO 6 INCHES AND ANGLE FIRST STAKE TOWARD PREVIOUSLY LAID BALE.

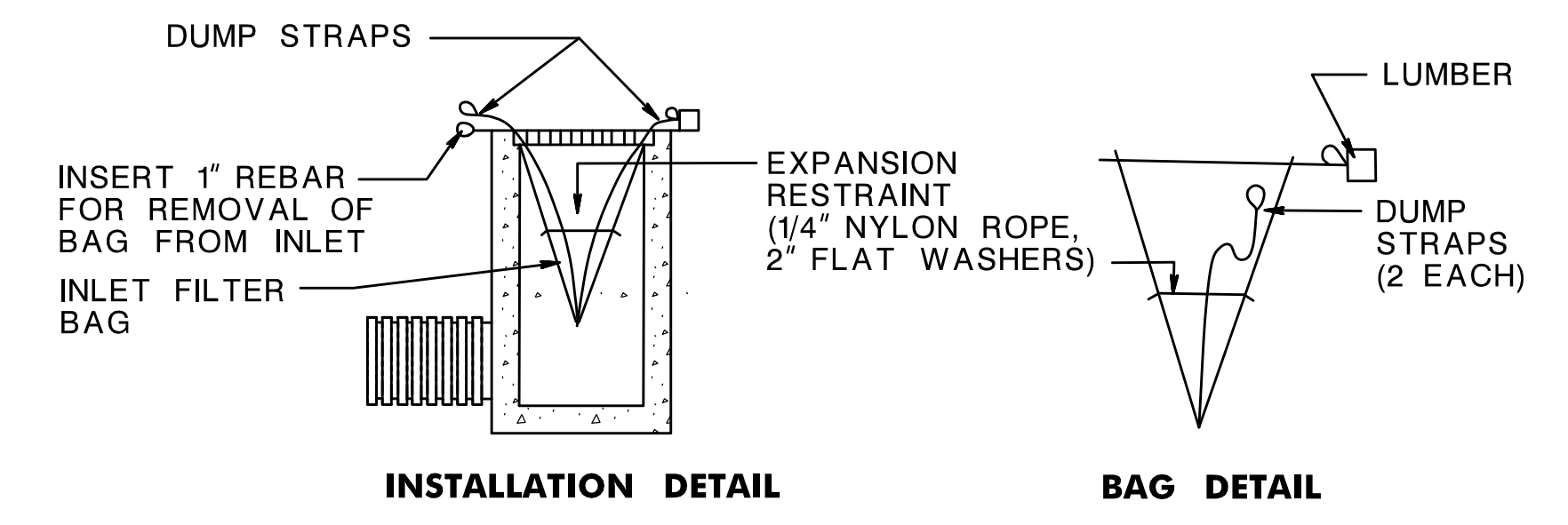
**HAYBALES**

CD-158-1.6



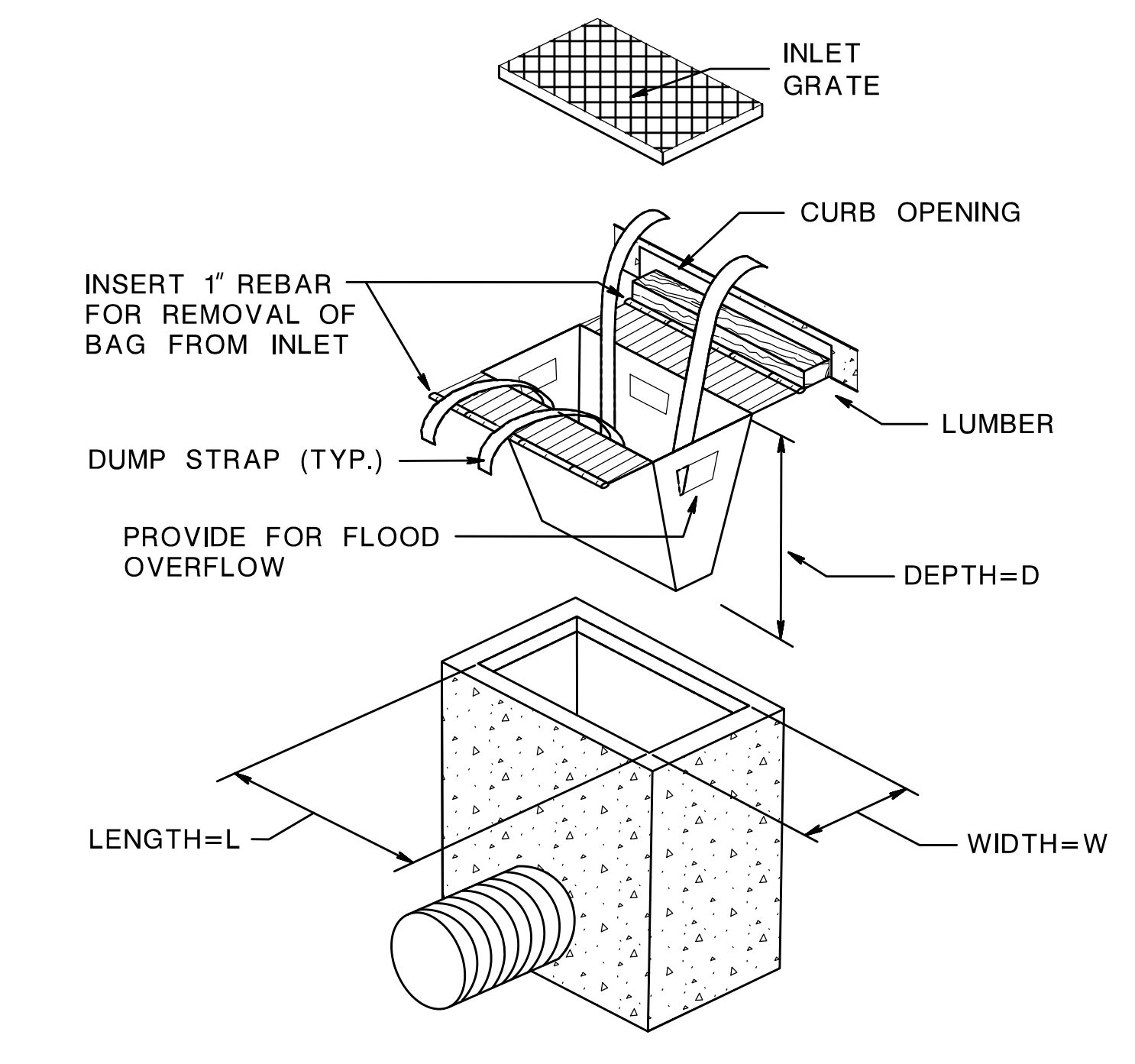
**EMBEDDING DETAIL**

CD-158-1.7



**INSTALLATION DETAIL**

**BAG DETAIL**



**INLET FILTERS, TYPE 2**

CD-158-2.5

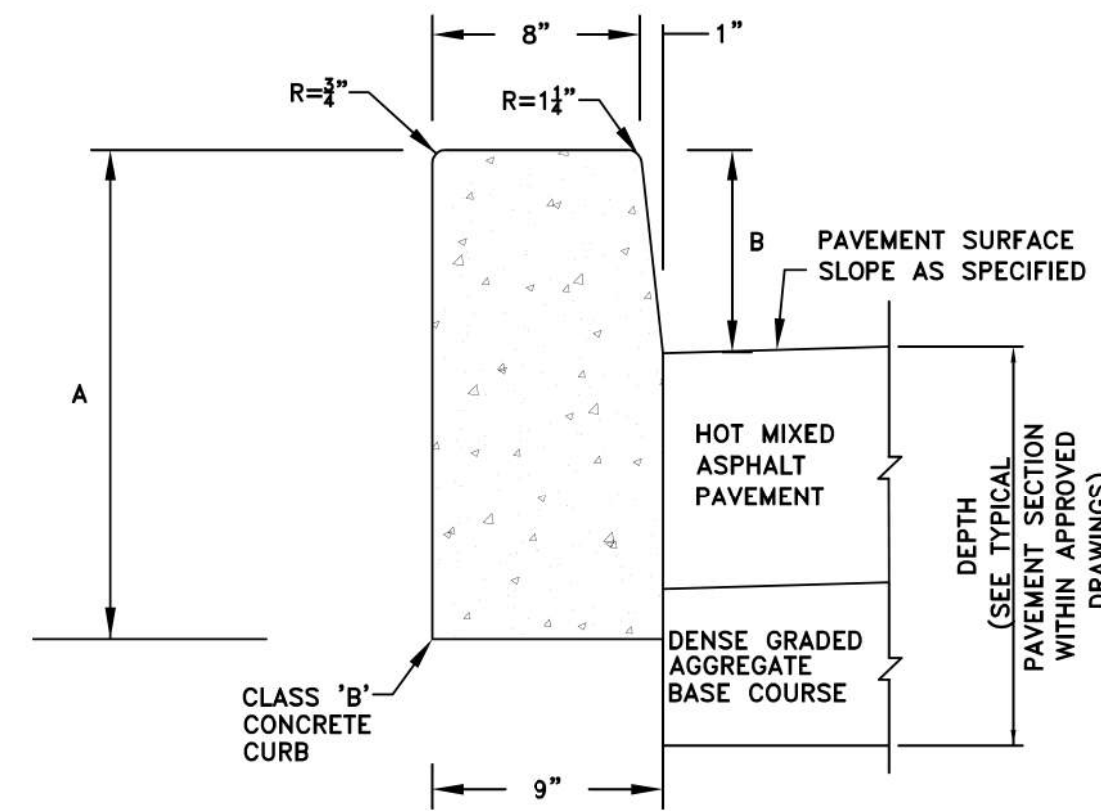
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

PENNSAUKEN-MERCHANTVILLE MULTI-USE TRAIL

McCormick Taylor  
 CERTIFICATION OF AUTHORIZATION NO. 24GA28044300  
 DATE: MARCH 7, 2022  
 ANTHONY M. DIMAGGIO, JR., P.E.  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04136200

DTL-1  
 DTL-3



CURB SIZE	DIM "A"	DIM "B"
9" x 18"	18"	4"
9" x 18"	18"	6"

- NOTES:**
- EXPANSION JOINTS 1/2" WIDE IN THE CURB SHALL BE PROVIDED AT APPROXIMATELY EQUAL DISTANCES OF NOT MORE THAN 20' BETWEEN THE JOINTS.
  - THE COST OF EXPANSION JOINTS IN THE CURB AND DENSE GRADED AGGREGATE BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE CURB.
  - CONCRETE SHALL BE CLASS B WITH 28 DAY COMPRESSIVE STRENGTH OF 4500 PSI, AND 6% ±1.5 AIR ENTRAINMENT.

**STANDARD CONCRETE VERTICAL CURB DETAIL**  
 N.T.S

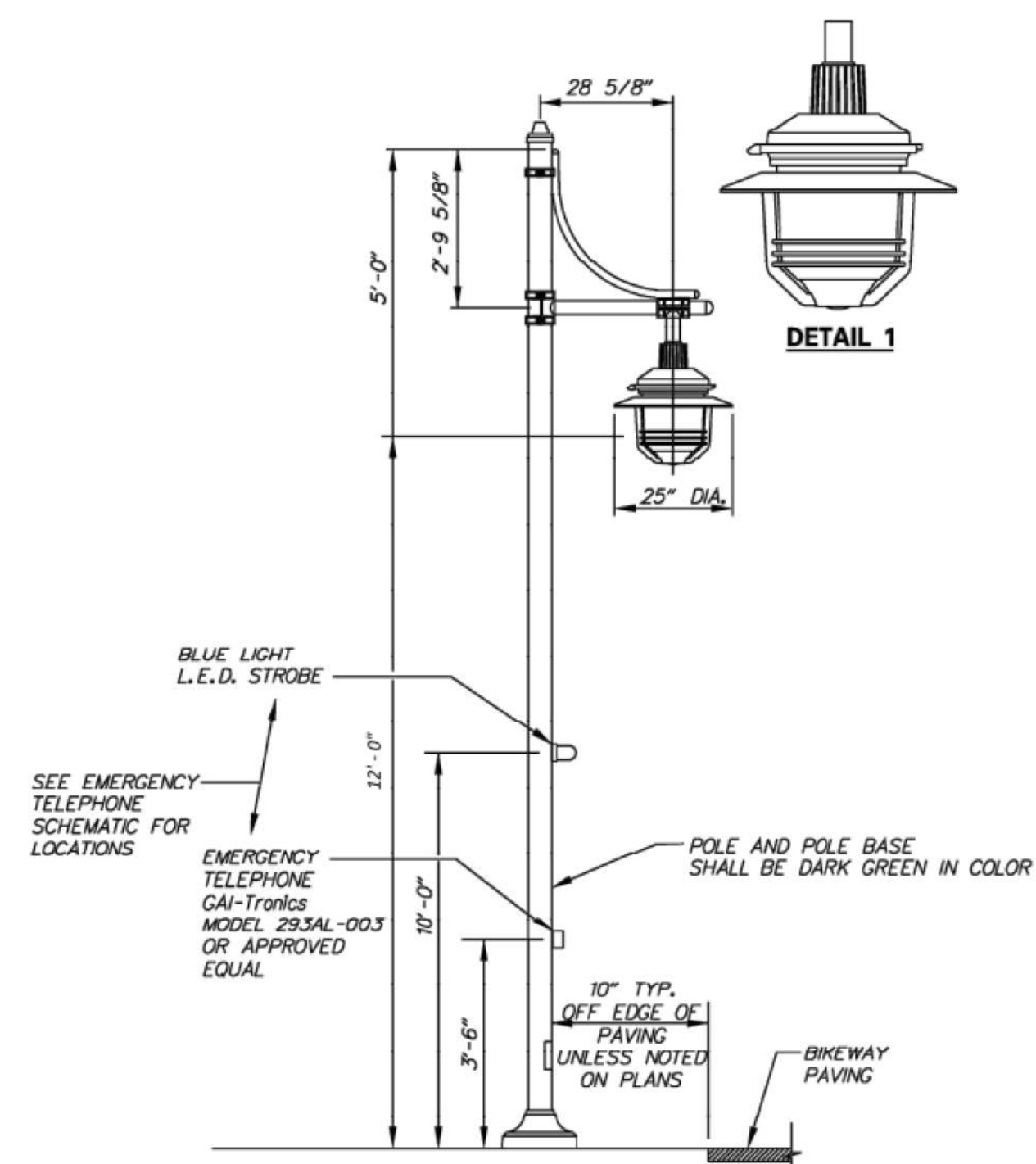
CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR APPROVAL BY THE ENGINEER.

**BASIS OF DESIGN**  
 SIGNIFY (LUMEC)  
 1-800-555-0050  
 POLE: SPR5  
 BASE: LBC1  
 ARM: M20G  
 LUMINAIRE: Z60A

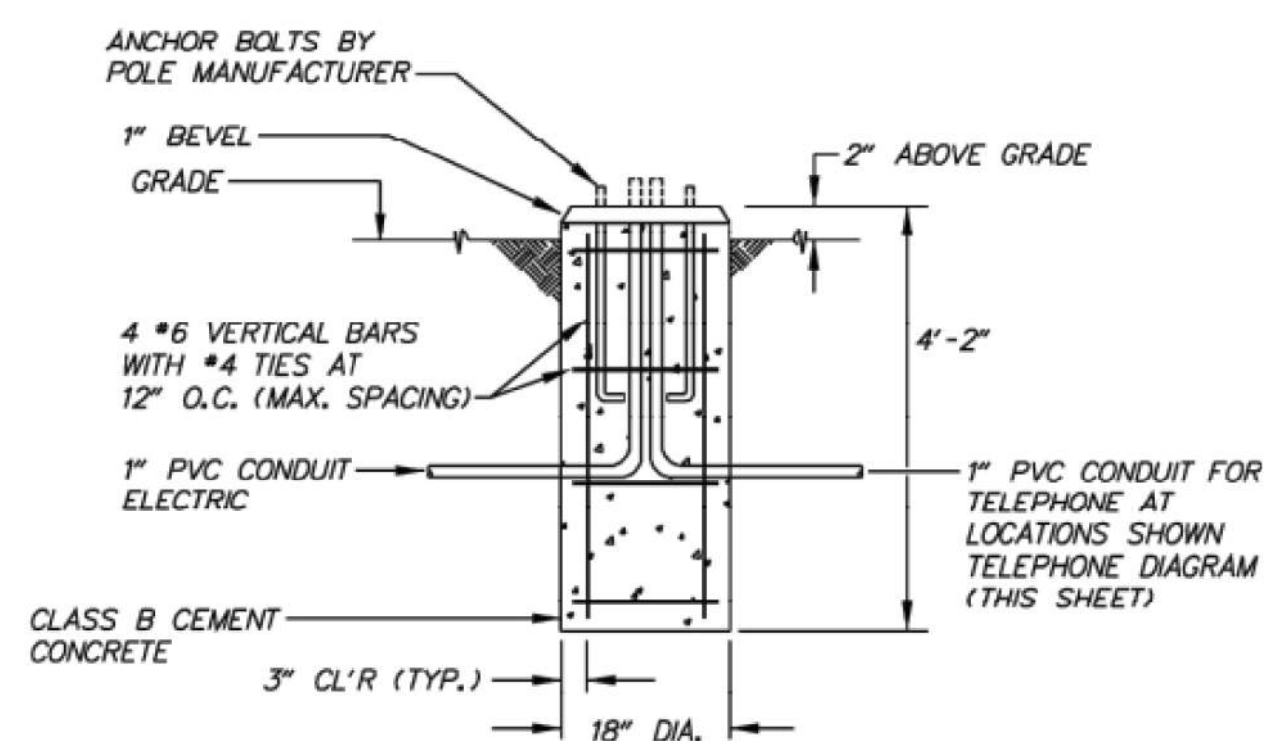
**ACUITY (HOLOPHANE)**  
 1-800-313-2557  
 POLE: HLBK  
 BASE: GWBA512  
 ARM: VLC  
 LUMINAIRE: HS-HALLBROOK

**US ARCHITECTURAL LIGHTING**  
 1-861-233-2000  
 POLE: 1050  
 BASE: 7500  
 ARM: XBC  
 LUMINAIRE: DSTRB

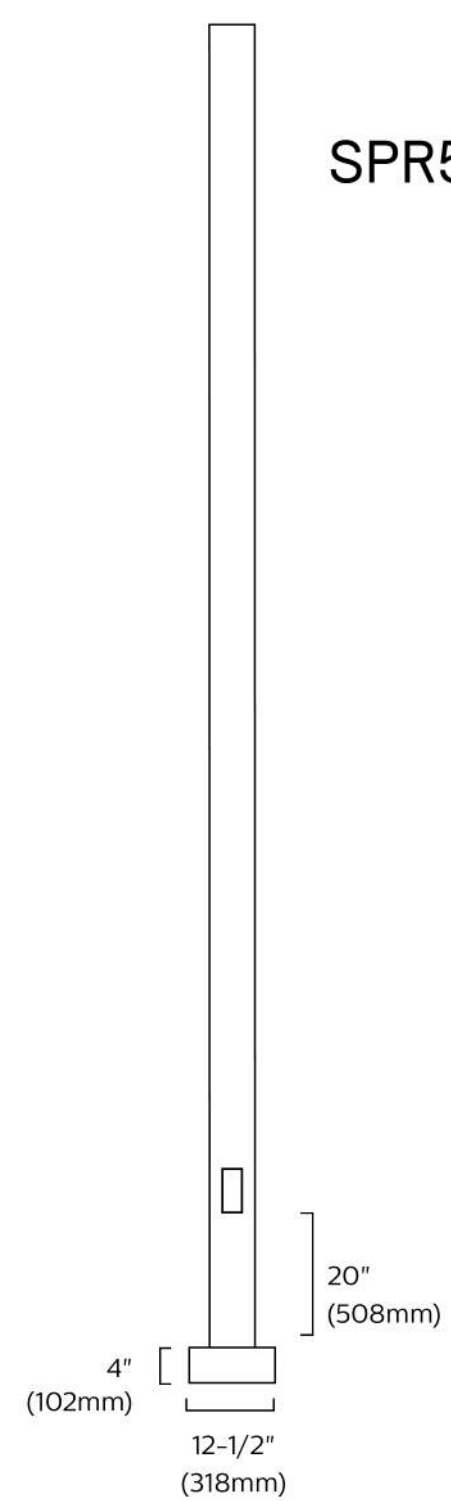
\*OR APPROVED EQUAL



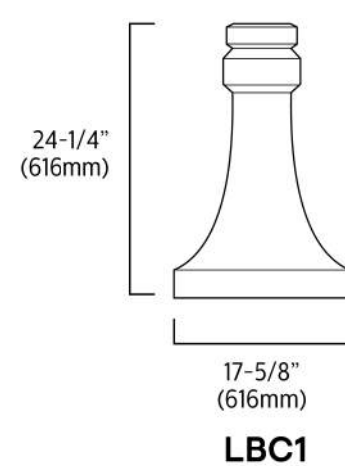
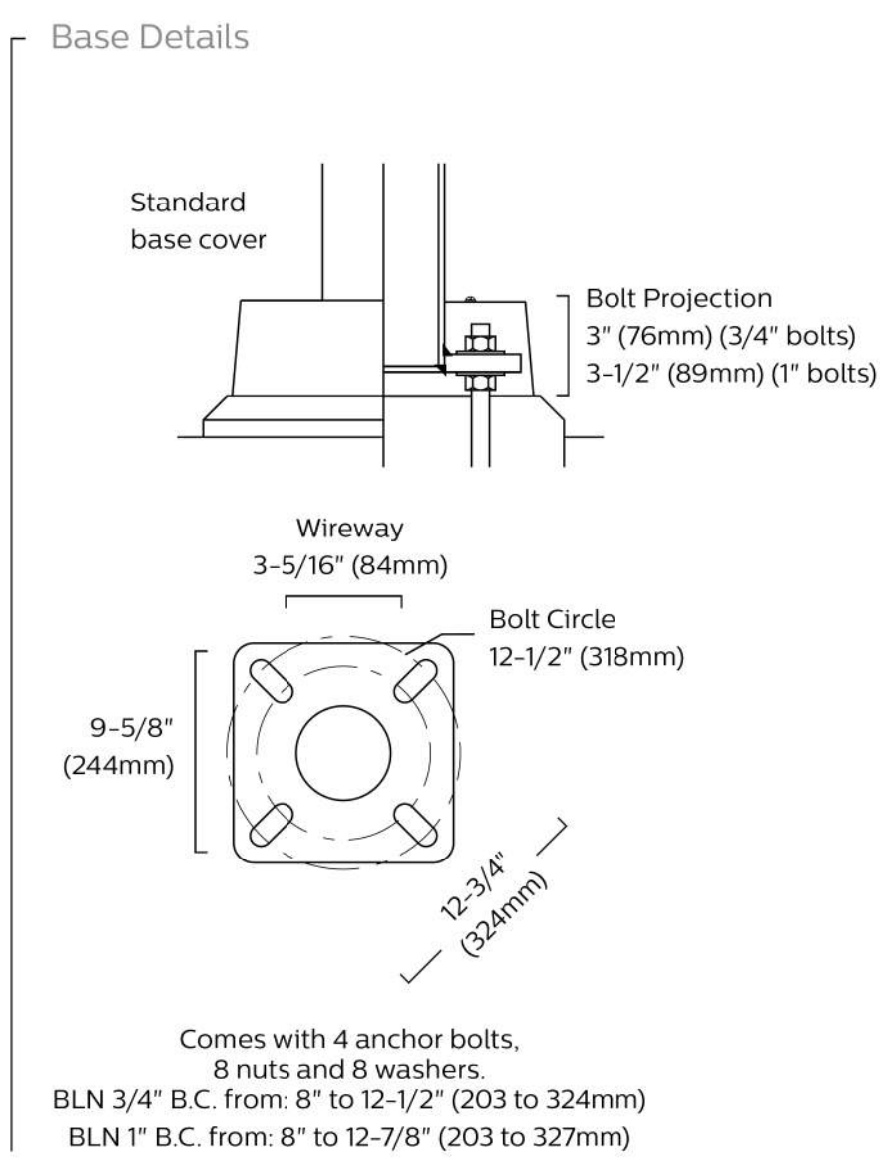
**LIGHT POLE DETAIL**



**LIGHT POLE FOUNDATION DETAIL**



**SPR5 - Round Steel Pole**



**LBC1**

**Z60A**

**Z60A**

**Z60A**

**Z60A**

**Z60A**

**Z60A**

**Z60A**

**Z60A**

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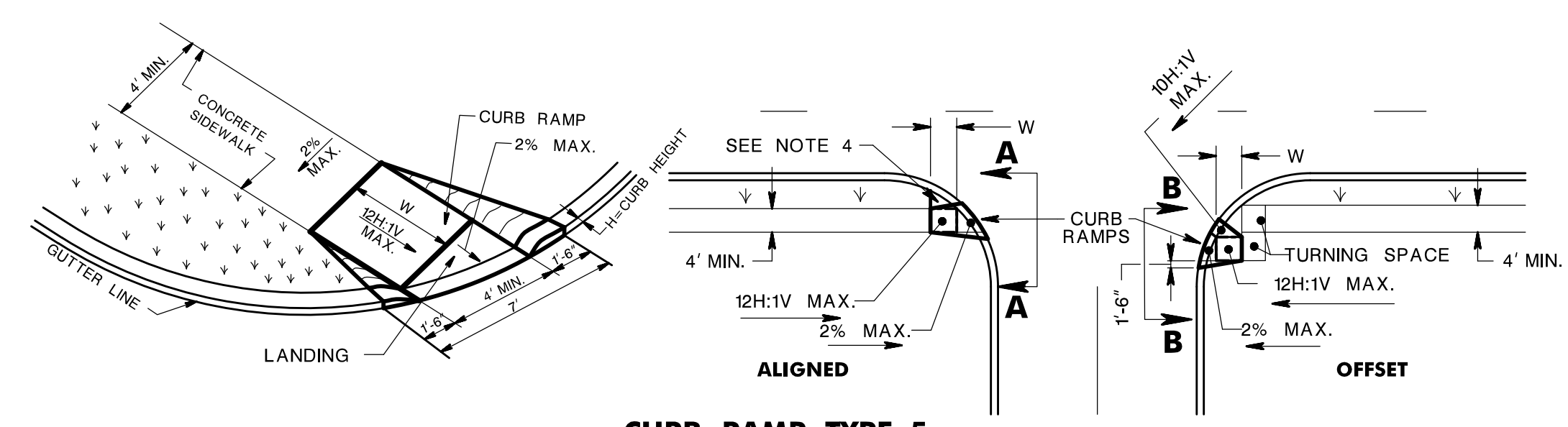
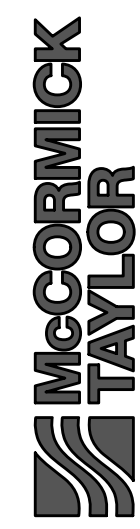
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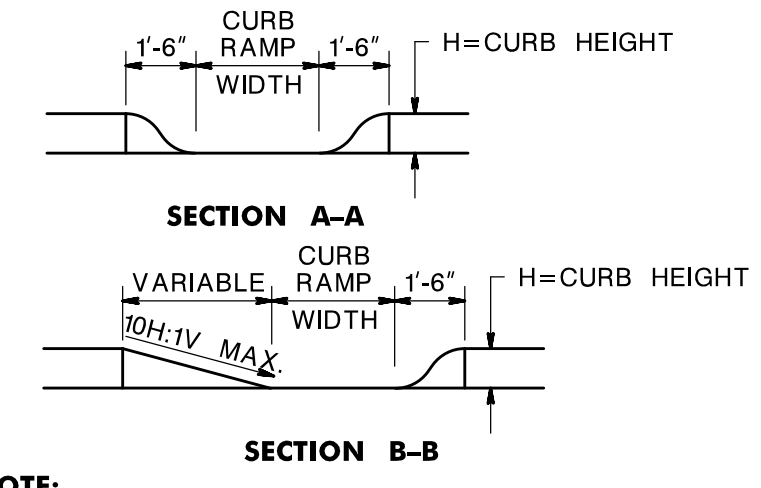
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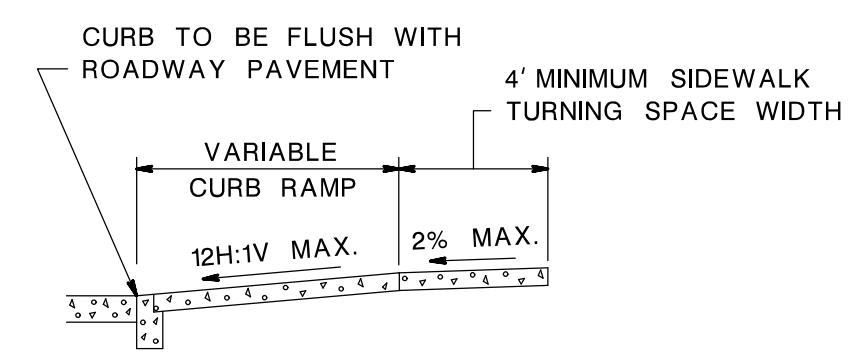
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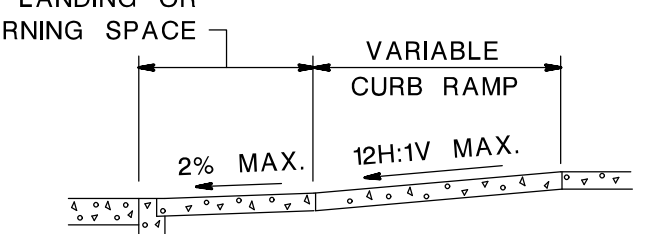
**CURB RAMP TYPE 5**



**NOTE:**  
 CURB RAMP OPENING TO BE FLUSH WITH ROADWAY PAVEMENT (CURB RAMP TYPES 5 & 6).



**SECTION THROUGH CURB RAMPS 1 THROUGH 4**

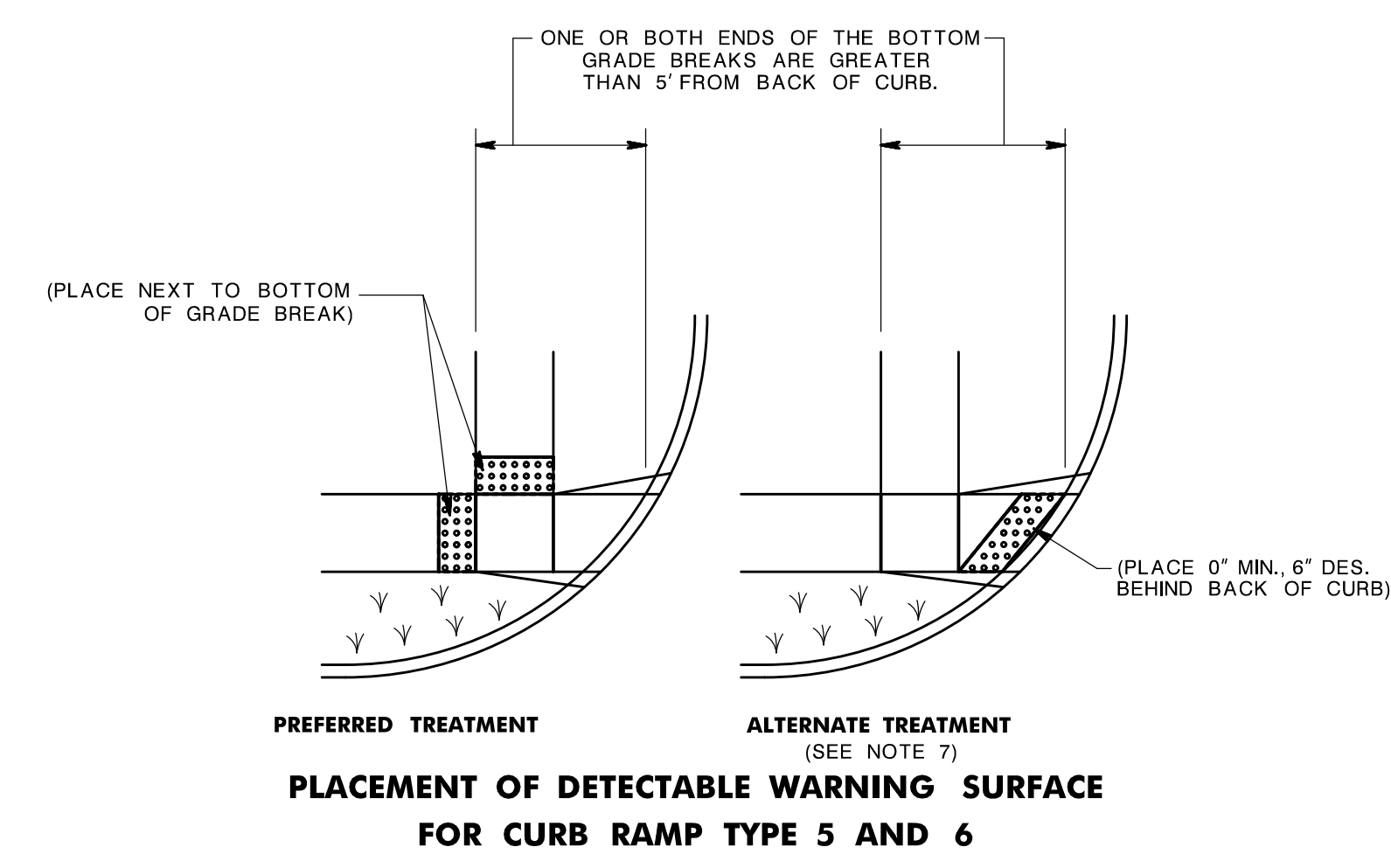


**SECTION THROUGH CURB RAMPS 5 AND 6**

**NOTES:**

- KEEP TURNING SPACE, APPROACH SIDEWALK TRANSITIONS, AND CURB RAMP CLEAR OF OBSTRUCTIONS THAT PROTRUDE ABOVE THE SURFACE.
- FOR DIMENSIONS SEE CD-606-3 AND CD-606-4
- CURB (DROPPED CURB) GUTTERLINE TO BE FLUSH WITH ROADWAY PAVEMENT THE ENTIRE WIDTH OF THE RAMP (4 FEET MIN.) AT ALL CURB RAMPS.
- FOR CURB RAMP TYPES 5 AND 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMP.
- SIDEWALK AND CURB RAMP WITHIN AREA ENCLOSED BY HEAVY LINES INDICATES THE PAY LIMIT FOR CONCRETE SIDEWALK OF THE APPROPRIATE ADJACENT THICKNESS.
- CURB AND HEADER WITHIN AREA ENCLOSED BY HEAVY LINES INDICATES THE PAY LIMIT FOR VERTICAL CURB OR SLOPING CURB OF THE APPROPRIATE ADJACENT SIZE AND KIND.
- WHERE THE DISTANCE FROM THE GUTTER LINE TO THE OUTSIDE EDGE OF SIDEWALK IS 6 FEET OR LESS, USE CURB RAMP TYPE 7, INSTEAD OF CURB RAMP TYPE 1 THROUGH 4.
- CROSSWALKS AND STOP LINES MAY BE MARKED OR UNMARKED, SEE PLANS.
- THE 12H:1V MAX SLOPE IS THE RUNNING SLOPE FOR CURB RAMPS, BUT ONLY THE 12H:1V SLOPE MEASURED AS X<sub>2</sub> IS THE RUNNING SLOPE FOR TYPE 3 AND TYPE 4 CURB RAMPS, ENSURE THE RUNNING SLOPE OF CURB RAMPS DOES NOT REQUIRE ITS LENGTH TO EXCEED 15 FEET. THE RUNNING SLOPE MAY EXCEED THE 12H:1V MAX SLOPE SO AS NOT TO EXCEED THE 15 FEET MAXIMUM LENGTH.
- CURB RAMP TYPE 1 THROUGH 7 ARE NORMALLY PLACED ON THE RADIUS RETURN AT THE INTERSECTION AND ON A TANGENT SECTION AS DRAWN.

BOTH ENDS OF THE BOTTOM GRADE BREAK ARE LESS THAN 5' FROM BACK OF CURB.



**PLACEMENT OF DETECTABLE WARNING SURFACE FOR CURB RAMP TYPE 5 AND 6**

**CURB RAMP TYPE 4**

**0.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			0.91	0.91	5.82
4			1.91	1.91	7.82
5	2.75	2.75	2.91	2.91	9.82
6			3.91	3.91	11.82
7			4.91	4.91	13.83
8			5.91	5.91	15.83
9			6.91	6.91	17.83
3			**	**	**
4			**	**	**
5	3.0	3.0	1.72	1.72	7.44
6			2.72	2.72	9.44
7			3.72	3.72	11.45
8			4.72	4.72	13.45
9			5.72	5.72	15.45
3			6.72	6.72	17.45
4			1.34	1.34	6.68
5			2.34	2.34	8.68
6	3.5	3.5	3.34	3.34	10.69
7			4.34	4.34	12.69
8			5.34	5.34	14.69
9			6.34	6.34	16.69
3			**	**	**
4			**	**	**
5	4.0	4.0	1.96	1.96	7.92
6			2.96	2.96	9.93
7			3.96	3.96	11.93
8			4.96	4.96	13.93
9			5.96	5.96	15.93

**1.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			1.04	0.81	5.85
4			2.17	1.71	7.88
5	2.75	2.75	3.31	2.60	9.91
6			4.45	3.49	11.94
7			5.58	4.39	13.97
8			6.72	5.28	16.00
9			7.86	6.17	18.03
3			0.82	0.64	5.46
4			1.96	1.54	7.49
5	3.0	3.0	3.09	2.43	9.52
6			4.23	3.32	11.55
7			5.37	4.22	13.58
8			6.50	5.11	15.61
9			7.64	6.00	17.64
3			0.39	0.30	4.69
4			1.53	1.20	6.72
5	3.5	3.5	2.66	2.09	8.75
6			3.80	2.98	10.78
7			4.94	3.88	12.81
8			6.07	4.77	14.84
9			7.21	5.66	16.87
3			**	**	**
4			**	**	**
5	4.0	4.0	1.09	0.86	5.95
6			2.23	1.75	7.98
7			3.37	2.65	10.01
8			4.50	3.54	12.04
9			5.64	4.43	14.07
3			6.78	5.32	16.10

**2.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			1.20	0.73	5.93
4			2.52	1.54	8.06
5	2.75	2.75	3.83	2.35	10.18
6			5.15	3.16	12.30
7			6.47	3.96	14.43
8			7.78	4.77	16.55
9			9.10	5.58	18.67
3			0.95	0.58	5.53
4			2.27	1.39	7.65
5	3.0	3.0	3.58	2.20	9.78
6			4.90	3.00	11.90
7			6.22	3.81	14.02
8			7.53	4.62	16.15
9			8.85	5.42	18.27
3			0.45	0.28	4.72
4			1.77	1.08	6.85
5	3.5	3.5	3.08	1.89	8.97
6			4.40	2.70	11.09
7			5.72	3.50	13.22
8			7.03	4.31	15.34
9			8.35	5.12	17.46
3			**	**	**
4			**	**	**
5	4.0	4.0	1.27	0.78	6.04
6			2.58	1.58	8.16
7			3.90	2.39	10.29
8			5.22	3.20	12.41
9			6.53	4.00	14.53
3			7.85	4.81	16.66

**3.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			1.42	0.67	6.09
4			2.99	1.41	8.39
5	2.75	2.75	4.55	2.14	10.69
6			6.11	2.88	12.99
7			7.68	3.61	15.29
8			9.24	4.35	17.59
9			10.81	5.08	19.89
3			1.13	0.53	5.66
4			2.69	1.27	7.96
5	3.0	3.0	4.25	2.00	10.26
6			5.82	2.74	12.55
7			7.38	3.47	14.85
8			8.94	4.21	17.15
9			10.51	4.94	19.45
3			0.53	0.25	4.78
4			2.10	0.99	7.08
5	3.5	3.5	3.66	1.72	9.38
6			5.22	2.46	11.68
7			6.79	3.19	13.98
8			8.35	3.93	16.28
9			9.91	4.66	18.58
3			**	**	**
4			**	**	**
5	4.0	4.0	1.50	0.71	6.21
6			3.07	1.44	8.51
7			4.63	2.18	10.81
8			6.19	2.91	13.11
9			7.76	3.65	15.41
3			9.32	4.38	17.71

**4.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			1.75	0.62	6.37
4			3.68	1.29	8.97
5	2.75	2.75	5.60	1.97	11.57
6			7.53	2.64	14.17
7			9.45	3.32	16.77
8			11.38	4.00	19.37
9			13.30	4.67	21.97
3			1.39	0.49	5.88
4			3.31	1.16	8.48
5	3.0	3.0	5.24	1.84	11.08
6			7.16	2.52	13.68
7			9.09	3.19	16.28
8			11.01	3.87	18.88
9			12.94	4.54	21.48
3			0.66	0.23	4.89
4			2.58	0.91	7.49
5	3.5	3.5	4.51	1.58	10.09
6			6.43	2.26	12.69
7			8.36	2.93	15.29
8			10.28	3.61	17.89
9			12.20	4.29	20.49
3			**	**	**
4			**	**	**
5	4.0	4.0	1.85	0.65	6.50
6			3.78	1.33	9.10
7			5.70	2.00	11.70
8			7.62	2.68	14.30
9			9.55	3.35	16.90
3			11.47	4.03	19.50

**5.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			2.28	0.57	6.85
4			4.78	1.19	9.98
5	2.75	2.75	7.29	1.82	13.10
6			9.79	2.45	16.23
7			12.29	3.07	19.36
8			14.79	3.70	22.49
9			17.29	4.32	25.62
3			1.80	0.45	6.26
4			4.31	1.08	9.38
5	3.0	3.0	6.81	1.70	12.51
6			9.31	2.33	15.64
7			11.81	2.95	18.77
8			14.32	3.58	21.89
9			16.83	4.20	25.02
3			0.85	0.21	5.07
4			3.36	0.84	8.20
5	3.5	3.5	5.86	1.46	11.32
6			8.36	2.09	14.45
7			10.86	2.71	17.58
8			13.37	3.34	20.71
9			15.88	3.96	23.84
3			**	**	**
4			**	**	**
5	4.0	4.0	2.41	0.60	7.01
6			4.91	1.23	10.14
7			7.41	1.85	13.26
8			9.91	2.48	16.39
9			12.42	3.10	19.52
3			14.92	3.73	22.65

**6.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			3.26	0.53	7.79
4			6.84	1.11	11.95
5	2.75	2.75	10.41	1.69	16.10
6			13.99	2.27	20.26
7			17.57	2.86	24.41
8			21.15	3.44	28.57
9			24.73	4.02	32.72
3			2.58	0.42	7.00
4			6.16	1.00	11.16
5	3.0	3.0	9.73	1.58	15.31
6			13.31	2.16	19.47
7			16.89	2.75	23.62
8			20.47	3.33	27.78
9			24.05	3.91	31.93
3			1.22	0.20	5.42
4			4.80	0.78	9.58
5	3.5	3.5	8.37	1.36	13.74
6			11.95	1.94	17.89
7			15.53	2.52	22.05
8			19.11	3.11	26.20
9			22.69	3.69	30.35
3			**	**	**
4			**	**	**
5	4.0	4.0	3.44	0.56	8.00
6			7.02	1.14	12.16
7			10.59	1.72	16.31
8			14.17	2.30	20.47
9			17.75	2.89	24.62
3			21.33	3.47	28.77

**7.0 % GUTTER LINE PROFILE**

H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3			5.71	0.50	10.20
4			11.97	1.04	17.01