

**SPECIFICATIONS**  
**FOR**  
**FIRST AID SQUAD ENTRY IMPROVEMENTS**  
**BOROUGH OF ROSELAND**  
**ESSEX COUNTY, NEW JERSEY**

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Jock H. Watkins, Borough Clerk  
Joni Noble McDonnell, Esq., Borough Attorney

This project is funded by an Essex  
County Community Development Grant  
and by the Borough of Roseland.

BOSWELL ENGINEERING  
330 Phillips Avenue  
South Hackensack, NJ 07606  
N.J. Certificate of Authorization No. 24GA27958000

RL-111

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Joseph A. Pomante, P.E.  
Professional Engineer  
New Jersey License No. 43137  
Borough Engineer  
May 12, 2021

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## DEFINITION OF TERMS

Owner	Borough of Roseland Essex County, New Jersey
Engineer	Stephen T. Boswell, Ph.D., P.E., SECB Boswell Engineering 330 Phillips Avenue South Hackensack, N.J. 07606
Contractor	Party to whom the contract is awarded acting directly or through authorized representatives or employees.
Plans & Specifications	All engineering plans and specifications prepared by Boswell Engineering, and as directed herein, shall govern in the execution of the work.
Owner's Attorney	Joni Noble McDonnell, Esq. Inglesino, Webster, Wyciskala & Taylor, LLC 600 Parsippany Road Parsippany, NJ, 07054

**NOTICE TO BIDDERS  
BOROUGH OF ROSELAND  
ESSEX COUNTY, NEW JERSEY**

Sealed bids will be received by the Borough of Roseland, 140 Eagle Rock Avenue, Roseland, New Jersey, 07068 in the County of Essex and State of New Jersey on Thursday, June 24, 2021 at 11:00 a.m. prevailing time, and then publicly opened and read aloud for:

**FIRST AID SQUAD ENTRY IMPROVEMENTS  
BOROUGH OF ROSELAND  
ESSEX COUNTY NEW JERSEY**

Due to the COVID-19 State of Emergency, bids shall be dropped off in the grey mailbox in front of the Borough's municipal building at 140 Eagle Rock Avenue and must be received by the Borough Clerk prior to the time of the bid opening. Any questions regarding this process may be addressed to the Borough Clerk, by calling 973-403-6029 or by e-mail at [jwatkins@roselandnj.org](mailto:jwatkins@roselandnj.org).

The work to be performed under this contract includes the modification of the existing masonry structure at the Borough's First Aid Squad building. An ADA accessible door entrance will be added along with its associated electrical for an automatic door opening system. Additionally, concrete curb and sidewalk in front of the building will be replaced.

Principal items of work in the project include:

L.S. Entry Improvements

The work contemplated under this Contract shall be completed by Friday, October 8, 2021.

Copies of plans, specifications, and Contract Documents have been prepared by Boswell Engineering and will be on file in the Borough of Roseland. Bidders will be furnished with a copy of the Contract Documents by request upon proper notice. Beginning on Wednesday, May 26, 2021 Contract Documents will be made available on the Borough's website at [www.roselandnj.org/bids](http://www.roselandnj.org/bids) or by contacting the Borough Clerk of the Borough of Roseland, either by calling 973-403-6029 or by email at [jwatkins@roselandnj.org](mailto:jwatkins@roselandnj.org). If necessary, prospective bidders can arrange to pick up the Contract Documents in person from the Borough provided they coordinate the same with the Borough Clerk. The pick-up of Contract Documents will be performed at the vestibule of the Borough's Department of Public Works building located at 300 Eagle Rock Avenue, Roseland, N.J. 07068.

Each bid must be made upon the prescribed forms, furnished with the Contract Drawings and Specifications, including the non-collusion affidavit and ownership statement compliance form and must be accompanied by a Consent of Surety and a certified check, cashier's check, or Bid Bond of not less than ten (10%) percent of the amount bid and, not to exceed \$20,000.00. Such checks and Bonds shall be made payable to the Owner and will be held as a Guarantee that in the event the Bid is accepted and a Contract awarded to the bidder, the Contract shall be duly executed and its performance properly secured. The successful bidder shall furnish and deliver to the Owner a performance and payment bond in the amount of 100 percent of the accepted bid amount as security for the faithful performance and payment of the Contract. Further, the successful bidder must furnish the policies or Certificates of Insurance required by the Contract. In default thereof, said checks and the amount represented thereby will be forfeited to the aforesaid Owner as liquidated damages. Bids



must be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding equal employment opportunity, as amended. All corporations and partnerships must comply with Chapter 33, of the P.L. of 1977, regarding disclosure of partners and stockholders. Each bid must be enclosed in a sealed envelope bearing the name and address of the bidder, addressed to the Owner and labeled for the FIRST AID SQUAD ENTRY IMPROVEMENTS.

The award of the Contract for this project will not be made until the necessary funds have been provided by the Owner in a lawful manner.

The contractor must be aware that amended payment processes and procedures affect this Contract and/or service as well as all delivered goods that the successful awarded contractor/vendor will be providing. The contractor/vendor bidding on this service or supply of specified materials must be aware of the conditions and statements herein as if affects the timing and release of payments to them of all completed work or supplies delivered. Payment processes and procedures will have a different time frame that may exceed that of the New Jersey State Prompt Payment Statute 2A:30A-2. Payments made to the awarded Bidder under this Contract may not be in compliance with said statute which states that payments are due within 30 days of approval of all submitted pay requests by the Architect/Engineer.

Payment requests for completed work or delivered supplies will be processed under the standard approval policies of the Borough of Roseland and are subject to two separate approvals by the Mayor and Council prior to the release of any payment to the awarded Bidder. All payment submittals are subject to cut-off dates which can change monthly. Payment requests submitted to the Borough after these deadline dates will be processed during the next payment cycle and can be subject to a thirty (30) day delay. In addition to the thirty (30) day delay, the cancellation of a scheduled meeting may result in an additional fifteen (15) to thirty (30) day delay.

By submitting a bid for this project or material delivery, the Bidder automatically agrees to comply with this Payment Policy. And Process and Procedures notice established by the Mayor and Council of the Borough of Roseland.

Proposals for this Contract will only be accepted from bidders who have properly qualified in accordance with the requirements of the Contract Documents.

The contract governing this work is funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis-Bacon Act is applicable to the contracted work. Accordingly, the contractor must abide by the provisions of the Federal Labor Standards, which are included as a part of the conditions of the contract.

**All bidders must submit their DUNS number (Data Universal Numbering System) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity). Prospective bidders without a DUNS and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards. It is noted that sub-contractors will not need to be registered with SAM.**

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of sixty (60) days.

The Owner reserves the right to reject any and all bids, to waive informalities or irregularities in the bids received and to accept the bid from the lowest responsible bidder.

BOROUGH OF ROSELAND

Jock H. Watkins  
Borough Clerk

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## **INFORMATION FOR BIDDERS**

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## **INFORMATION FOR BIDDERS**

### 1. Contract Documents

A copy of the Contract Documents will be supplied to prospective bidders upon payment of the amount that is specified in the advertisement, none of which is refundable, for each set, payable in cash or check, at Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey 07606.

The Owner, pursuant to N.J.S.A. 40A:11-25, may require from any person proposing to bid hereon a statement showing his financial ability and experience in performing public work before furnishing him with the Contract Documents and, if not satisfied with the sufficiency of the statement, may refuse to furnish the Contract Documents to him.

### 2. Proposal Form

The proposal form is a complementary part of the Contract Documents and shall be used by the bidder in his submission. All blank spaces for unit prices, extended totals, summation, and lump sums must be completed in ink or typewritten. All erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the Proposal shall be just cause for rejection.

### 3. Submission of Bid

Bidders must use the proposal forms provided. The Proposal shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name and address of the bidder as well as designation of the project.

Bids will be received by the Owner at the time and place designated in the Advertisement.

### 4. Bid Bond

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than ten percent (10%) of the amount of the bid but not more than \$20,000.00.

Such bid security shall be returned to all but the three lowest bidders within ten working days after the date of bid opening and the bid securities of the three lowest bidders will be returned within three (3) working days after the contract has been executed. If no Contract has been executed within sixty (60) days after the date of the bid opening, the Owner agrees to return the bid securities upon demand. No interest will be allowed upon any bid security.

### 5. Consent of Surety

In addition to the bid security, each bidder must file with his bid a letter from a surety company which states, in the event said bidder is awarded the Contract, that the surety company will furnish a performance bond and payment bond in the amount of one hundred percent (100%) of the amount of the Contract.

6. Performance Bond

The successful bidder shall furnish and deliver to the Owner, along with the executed contract, a bond in the amount of one hundred percent (100%) of the contract price as security for the faithful performance of the contract, and guaranteeing 100 percent of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Owner with a rating of "A" or better as determined by Best Rating System and authorized to transact business in the State of New Jersey. The performance bond shall be in accordance with N.J.S.A. 2A:44-143 to 147. This bond may be in the form of a single performance and payment bond in the total amount of one hundred percent (100%) of the amount of the contract price.

7. Payment Bond

The Contractor or Contractors to whom the Contract is awarded shall give a bond for one hundred percent (100%) of the full amount of the contract price in satisfactory legal form of a surety company or companies with a rating of "A" or better as determined by Best Rating System authorized to do business by and operating in accordance with the laws of the State of New Jersey and to be approved by the said Owner for the protection of all persons furnishing materials or labor for the construction of this contract to the Contractor or any subcontractors, said material and labor bond to be in the form required by Chapter 2A:44-143 to 147, N.J.S.A. and amendments thereto and supplements thereto, said bond not be returned and cancelled until all liability to any and all persons protected by the condition of said bond shall have been met by the Contractor or persons primarily liable for the payment thereof, or by the surety on said bond. This bond may be in the form of a single performance and payment bond in the total amount of one hundred percent (100%) of the amount of the contract price.

The surety company issuing the payment bond shall have the minimum surplus and capital stock or net cash assets required by N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is appropriate, at the time the invitation to bid is issued. Furthermore, the surety company, with respect to the issuance of the payment bond, must expressly comply with all of the provisions contained in N.J.S.A. 2A:44-143(b), with respect to the requirements concerning the holding of a current Certificate of Authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. Sec. 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570.

Moreover, with respect to the issuance of the payment bond, the surety company must submit the statutorily required Surety Disclosure Statement and Certification, required by N.J.S.A. 2A:44-143(d.), a copy of which document is included in these specifications, and furthermore, must meet all of the requirements of the Commissioner of Insurance of the State of New Jersey with respect to issuance of payment bonds for construction projects involving public funds.

8. Errors in Bid

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Engineer shall be accepted as the amount bid.

In the event there is a discrepancy between the item unit bid prices written in numbers and the item unit bid prices written in words, the item unit bid prices written in words shall govern, except as otherwise provided by law.

9. Estimated Quantities

The quantities as listed in the proposal are approximate only, and are given as a basis for the comparison of bids. The Owner reserves the right to increase or decrease any item to any amount.

Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is increased or reduced by more than twenty-five percent (25%).

10. Condition of Job Site

Each bidder shall make a careful investigation of the job site and inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve the successful bidder of his obligation to perform the work as set forth in the Contract Documents.

Bidders are hereby notified that it will be their responsibility to obtain information which they may require as to subsurface conditions and the location of underground utilities.

Each bidder by submission of his bid represents that he has apprised himself of all conditions, and the kind, quality, and quantity of work to be performed.

11. Addenda and Interpretations

No interpretations of the meaning of the Contract Documents will be made orally by the Engineer to any prospective bidder.

Notice of revisions or addenda to advertisement or bid documents relating to bids shall be no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids be published in a legal newspaper and be made available by notification in writing by certified mail to any person who has submitted a bid or who received a bid package.

12. Failure to Enter Into Contract

Should the successful bidder fail to execute and deliver the Contract, Certificate of Insurance, Payment and Performance Bonds within ten working days after the receipt of written notification by the Owner that the Contract is ready for execution, the bidder forfeits to the Owner as liquidated damages the security deposited with his bid.

13. Rejection of Bids

The Owner reserves the right to reject any or all bids and to waive any informality if deemed in the best interests of the Owner.

14. Pay Item Amounts

The amount bid for each pay Item in the bid shall reflect the actual cost the bidder reasonable anticipates that performance of that pay Item will entail, together with a proportional share of the cost to perform Work for which no separate pay Item is provided and a proportional share of the bidder's anticipated overhead and profit. Bids that are, in the sole discretion of the Owner, materially unbalanced, will be considered unresponsive. Materially unbalanced means that the bid is structured on the basis of nominal prices for some items and inflated prices for other items creating, in the sole judgment of the Owner, reasonably exercised, the possibility that: 1) progress payments for items completed early may result in the unpaid project balance being insufficient to complete the Work and/or 2) award to the bidder will not result in the lowest ultimate cost to the Owner, taking into consideration the reasonable potential for adjustment of quantities.

15. Utilities

Bidders are hereby notified that it will be the Contractor's responsibility to notify respective utility companies of any damages caused by the Contractor to their lines and see that the same will be repaired immediately at no cost to the Owner.

16. Work Scheduling

Prior to beginning of construction, the Contractor is required to submit in writing work schedules, which shall have the approval of the Engineer. The Contractor is also required to submit in writing prior to beginning of construction the methods of construction to be used in performance of this project.

17. The Bids

On a bid for any contract, the Owner reserves the right to hold a hearing to determine who is the most qualified bidder based on experience, ability to perform the work, financial ability, and work previously performed by the bidder in the particular area for which he has bid. All bidders agree that the decision of the Owner shall be final and not appealable unless such decision is made in bad faith. The Owner reserves the right to determine between two (2) tie bidders who shall receive the contract by drawing lots. In the event that the Owner makes such a decision, the names of each of the tie bidders shall be placed in a suitable receptacle and deposited in a closed container which shall be vigorously shook and a representative of the Owner or the Engineer shall draw the name of the successful bidder from the receptacle. All contractors, by submitting a bid, agree to the foregoing terms in determining a tie between two (2) bidders.

18. Discrimination, Affirmative Action Program and Equal Employment Opportunity (EEO)

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and with all regulations promulgated thereunder. The Contractor also agrees to submit a copy of the Monthly Project Work Form AA-202 once a month thereafter for the duration of the contract to the Division of Public Contract's Equal Employment Opportunity, compliance of the Department of Treasury of the State of New Jersey and to the Owner's compliance officer.

19. Beneficial Ownership In Bidder

Pursuant to Chapter 33, P.L. 1977, all bidders shall set forth, in an appropriate statement, the names and addresses of all stockholders in the corporation, partners in a partnership or other persons in a business entity who have a ten (10%) percent or more interest or any individual who has a ten (10%) percent or more interest in the business entity which may bid on the aforesaid contract.

20. Certification of Non-Debarment for Federal Government Contracts

All bidders must provide written certification through the form provided, attesting to their non-debarment from contracting with federal government agencies. Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership interest in that entity.

21. Payment of Wages

Bidders on this contract will be required to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the Secretary of Labor in accordance with the Davis/Bacon Act, as amended, or the New Jersey Prevailing Wage Law of 1963, Chapter 150 (N.J.S.A. 34:11 - 56.25 et. seq.), whichever rates are higher.

The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid.

The state wage rates in effect at the time of award are made a part of this contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et. seq.).

In the event it is found that any employee of the Contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the Owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the local government for any excess costs occasioned thereby.

22. Requirements Before Contract

The Owner requires the submission of the Performance Bond and Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201) before contracts are issued.



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## **GENERAL CONDITIONS OF THE CONTRACT**

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## **GENERAL CONDITIONS OF THE CONTRACT**

### **ART. 1 DEFINITIONS**

Certain terms are used from time to time in the Contract Documents and shall be construed as follows:

Contract Documents - consist of the Advertisement, Information for Bidders, Proposal, Agreement, General Specifications, Supplemental Specifications, Plans, and Addenda, if any. These form the Contracts.

Owner - shall mean the specific body as indicated in the Agreement.

Engineer - shall mean the individual or his agent so designated by the Owner.

Contractor - shall mean the successful bidder who is the party of the second part of the Agreement. For convenience throughout the Contract Documents, the Contractor shall be referred to as an individual.

Subcontractor - shall mean those having a direct contract with the Contractor to furnish materials worked to a special design according to the Contract Documents of this work.

Work - shall mean all labor, materials, supplies, tools and equipment, insurance, bonds, and other facilities necessary to complete the Contract.

Surety - shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

Drawings - shall mean all sketches, blueprints, plans, and reproductions of drawings pertaining to the construction of the structures and appurtenances.

Specifications - shall mean the directions, provisions and requirements, contained herein, together with all written agreements made to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

Extra work - shall mean any work required by the Owner, which in the judgment of the Engineer, involves changes in or additions to that work required by the Contract Documents.

Written Notice - shall mean notice which has been duly served when delivered to or at last known business address of the person, firm or corporation for whom intended or when enclosed in a prepaid postage wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States mail box. All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken as called for in the Contract Documents.

## **ART. 2 INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are complementary, and what is required or called for by any one of them shall be as binding as if mentioned by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work in a good and workmanlike manner. In the performance of the work, the Contractor shall also bear all costs of insurance; obtain and pay for any necessary permits; royalties; conform to all federal, state, county, and municipal legislation pertinent to this project; and protect the work during construction. The Contractor shall also provide to the Owner any and all equipment warranties which are standard and transferable.

## **ART. 3 ORDER OF COMPLETION**

The Contractor shall submit a schedule which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The order of work shall be approved by the Engineer.

## **ART. 4 OWNERSHIP OF DRAWINGS**

All furnished Drawings, with the exception of the Contract set, are the property of the Engineer, and shall be returned to him at the completion of work.

## **ART. 5 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work; the character, quality and quantity of the necessary material; the character of equipment and facilities needed to perform the work; the general and local surface and subsurface conditions; all federal, state, county and municipal ordinances which may affect the work to be performed under this Contract.

## **ART. 6 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for all parts of the work, temporary and permanent, until the project is accepted by the Owner. The Contractor shall also bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining contract and shall save the Owner harmless from all claims of any kind arising from the performance of this Contract.

The Contractor shall be responsible for any and all damage caused by or due to flooding during construction, which damages either personal and/or real property, and it will be his responsibility to take adequate steps during the course of construction to prevent such damage.

The Contractor is solely responsible for compliance with all applicable safety regulations regarding safety and confined space entry including, but not limited to, those of the Occupational Safety and Health Administration (OSHA), National Safety Council, State of New Jersey, Department of Labor and Industry, etc.

## **ART. 7 OWNER'S RESPONSIBILITY**

The Owner shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The Owner shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, he will secure written permission from the owner and shall file a duplicate copy of such permission with the Owner.

## **ART. 8 SUBCONTRACTORS**

The Contractor, prior to engaging any subcontractor, shall furnish the Engineer, in writing, with the name and address of the subcontractor; and the nature and extent of the work to be performed. A list of five completed similar projects by the subcontractor and the name, address and phone number of the Engineer in-charge shall also be furnished. The Contractor shall not award any subcontract until the proposed subcontractor has been approved by the Engineer and evidence has been presented to the Owner that the employees of the subcontractor are protected by compensation insurance. The Contractor shall require the Subcontractors to comply with any and all rules, regulations, laws, statutes and contract requirements set forth herein that apply to the Contractor.

The Contractor agrees that he is fully responsible to the Owner for acts or omissions of his subcontractor and of persons either directly or indirectly employed by them.

The Owner reserves the right to require the Contractor to construct, with his own employees, not less than forty percent of the total value of the Contract; such percentage to be calculated on the basis of the original bid proposal.

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

## **ART. 9 SUPERINTENDENTS**

The Contractor shall keep on the work site at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor.

The Contractor shall also furnish to the Owner the telephone numbers of his superintendent and assistants for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the Owner cannot contact the Contractor or his agents, or the Contractor or his agent does not arrive on the job site within two hours of such notification, the Owner reserves the right to correct the situation. Any costs incurred by the Owner shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the Owner is in receipt of payment for such emergency work.

## **ART. 10 PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work, the Owner's property and operations, existing utility facilities, and adjacent property from injury or loss arising in connection with this Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Owner.

In the event of emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Owner, and he shall act, without appeal, if instructed by the Owner. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

In the event of a discharge of sewage to surface or ground, the Contractor shall be responsible for following all applicable Federal, State and local rules and regulations relative to reporting and clean-up operations.

The Contractor shall provide clear video tapes taken before and after construction of those areas where contemplated construction activities are in close proximity to the private and other properties within the easements duly existing or obtained.

The cost of taking, developing and furnishing copies of these video tapes shall be borne by the Contractor.

The before construction video tapes must be submitted to the Engineer for his review prior to commencement of the actual construction work.

## **ART. 11 INSPECTION OF WORK**

The Owner shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. The Contractor shall notify the Engineer of any work requiring inspection 72 hours prior to commencing work. Unless otherwise authorized, work shall be done only in the presence of the Engineer or an authorized representative. Any work done without proper inspection will be subject to rejections and not approved for payment. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

No work shall be closed or covered until it has been duly inspected and approved. Should un-approved work be covered, the Contractor shall, if requested by the Engineer, uncover all work for inspection. The cost of uncovering the work and replacement shall be borne by the Contractor.

The cost of inspection shall be borne by the Owner during the normal work week. The wages and overhead for inspection services on Saturdays, Sundays, legal holidays, or on week days outside the hours of 8:00 A.M. to 4:30 P.M. inclusive shall be borne by the Contractor.

## **ART. 12 CHANGES IN THE WORK**

The Owner may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be executed under

the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, no extra work or change shall be made unless said order is written, except in an emergency endangering life and property. (See ART. 10) Prior to the execution of any written change order the value of such extra work shall be determined in writing in one of the following ways.

(A) By estimate or acceptance in a lump sum.

(B) By unit prices named in the Contract or subsequently agreed upon.

(C) By cost and percentage or by cost and a fixed fee.

It is understood that the Owner reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to be paid for such extra work cannot be promptly reached between the Owner and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others.

Any extra work done by the Contractor shall be included in the monthly estimates.

#### **ART. 13 TIME OF COMPLETION**

The work contemplated under this Contract shall be completed by Friday, October 8, 2021. The Contractor shall commence the work not later than 20 calendar days after the execution of the Contract. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this contract and all else necessary and incidental in connection with the performance of this Contract.

If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Owner as liquidated damages for the sum of \$1,500.00 per day (Saturdays, Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

#### **ART. 14 MONTHLY ESTIMATES**

Upon receipt of an invoice from the Contractor with supporting documentation as required, the Engineer shall prepare a monthly estimate for partial payment to the Contractor not later than the third day of each month. No later than the last day of the month, the Owner will attempt to make partial payment to the Contractor on the basis of the Engineer's estimate. All such payments shall be considered tentative only, subject to correction in any subsequent estimate, and need not be based on accurate measurement. These payments are to be made purely to allow the Contractor to meet his current bills and for no other purpose. The Owner will retain ten percent of the amount of each partial payment for contracts up to \$100,000 and two percent for contracts in excess of \$100,000, until substantial completion.

In the preparation of the monthly estimates, no allowance will be made for materials until said materials have been incorporated in the work.

## **ART. 15 WITHHOLDING OF PAYMENT**

The Owner may withhold payment for the following:

- (A) Defective work not corrected.
- (B) Claims filed or responsible evidence indicating probability of filing claims.
- (C) Failure of the Contractor to make proper payments to subcontractor or for material or labor.
- (D) Unpaid damages by the Contractor to subcontractors, the Owner or any other agency or person.
- (E) Failure of the Contractor to submit certified payroll records.

## **ART. 16 FINAL ESTIMATE AND FINAL PAYMENT**

Upon completion of all work, except maintenance, the Engineer shall file with the Owner a final estimate stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor. Final payment will not be released until the maintenance bond or cash is submitted and approved by the Owner and the Contractor agrees to the final estimate and affixes his signature thereto. The Owner reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate. The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Owner.

The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Owner. This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

## **ART. 17 MAINTENANCE**

Before final payment is made, the Contractor shall furnish a Surety Corporation Maintenance Bond to the Owner in a sum equal to 15 percent of the final contract amount and such Bond shall remain in full force and effect for a period of two years from the date of acceptance of the work. The Bond shall provide that the Contractor guarantees to replace, during the two year period, any defective material or damage of the work to the satisfaction of the Engineer without cost to the Owner.

If during the two year period, any work should be found to be defective, the Owner shall order, in writing, the repair of such work. The repairs shall be undertaken within twenty four hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repair the Owner may cause such work to be corrected and the cost thereof shall be paid by the Contractor or his Surety before the Bond will be released.

The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Engineer, has resulted from abuse of the work by parties other than the Contractor.



If the Owner puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

#### **ART. 18 DEFECTIVE WORK**

The Contractor, without compensation, shall promptly remove from the site, all materials condemned by the Engineer, and shall promptly replace and re-execute any work found to be defective by the Engineer prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials have been previously inspected or estimated for monthly payment.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten working days after written notice, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Owner shall be submitted to the Contractor with the next monthly payment.

The Contractor is responsible to correct all defective work regardless of whether payment has been made and/or accepted by the Engineer.

#### **ART. 19 CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions, be they drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Engineer within forty-eight hours after the receipt of such instructions. In any event, before proceeding to execute the work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim as provided in ART. 12, Changes in the Work.

If the Contractor claims compensation for any alleged damages sustained by reason of acts of the Owner, or its agents, the Contractor shall immediately notify the Engineer so that a proper appraisal can be made. Within five days thereafter, the Contractor shall submit to the Engineer a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be valid or entitled to payment unless as hereinbefore specified.

Work under this contract shall not be terminated or delayed during any discussions or negotiations related to claims for extra cost.

#### **ART. 20 LINE AND GRADE**

Unless otherwise stated in the specifications, the Contractor shall stake out such lines and grades as necessary in order to perform the work. The Contractor shall transfer the line and grade far enough in advance of the immediate work area to detect any errors or omissions that may exist. It shall remain the Contractor's responsibility to detect and report such errors or omissions to the Engineer immediately.

**ART. 21 PUBLIC UTILITIES**

Special utility provisions as well as a list of all corporations, companies, agencies or municipalities owning or controlling the utilities in the vicinity of the project site is given in Appendix C.

The Contractor shall contact in writing, all agencies which may have utilities located in the area of work prior to commencement of construction and a copy of such notification shall be forwarded to the Engineer. A meeting of all utility company officials with the Contractor and Engineer shall be arranged by the Engineer to eliminate any possible misunderstandings or confusion during construction.

Upon completion of the work, the Contractor shall obtain a written statement from the various utility companies stating that all manholes or valve boxes within any newly paved area under this contract are free of any foreign matter and can be readily opened.

**ART. 22 CHATTEL MORTGAGES**

No materials, equipment, or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies used by him in the work.

**ART. 23 INSURANCES**

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Owner. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Owner prior to commencement of work.

A) Policy and Limit Guidelines as follows:

- 1) Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
- b) Independent Contractors

- c) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
  - d) Broad form property damage liability including completed operations.
  - e) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
  - f) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
  - g) Products and completed operations for a period of two (2) years from substantial completion.
  - h) Limited Pollution Cleanup at a limit of \$100,000 for construction projects over \$500,000.
  - i) Environmental Liability at a limit of \$1,000,000.
- 3) Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
  - 4) Owners Protective Liability policy (OCP) with minimum limits of \$1 million. The policy "Named Insured" would be the municipality as Owner. The policy would also show the Contractor as "Designated Contractor". This policy will protect the Named Insured (the Owner) for the negligent acts of the Designated Contractor (Contractor).
  - 5) Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution. The OCP policy as required in Item #4 should be an underlying policy.

<u>Project Cost</u>	<u>Umbrella Limit</u>
\$50,000 And Below	\$1,000,000
Over \$50,000 to \$500,000	\$3,000,000
Over \$500,000 to \$1,000,000	\$5,000,000
Over \$1,000,000	\$10,000,000

B) Policy and Limit Guidelines as follows:

- 1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Owner shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change or cancellation unless 30 days prior written via certified mail/return receipt shall have been given to the Owner by the

Contractor's Insurer. These must be received 30 days prior to commencement of work.

- 2) The Contractor agrees that it will defend, indemnify and save harmless the Owner, its officers, agents, employees and engineer from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- 3) All insurance purchased and maintained by the Contractor shall designate the Owner, their officers, officials, agents, employees, Engineers, consultants as additional insureds.
- 4) Except as modified by the Owner in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
- 5) The Owner shall maintain Property insurance upon the entire work at the site. The insurance shall insure against the perils as provided by its general insurance carrier and its excess insurer.
- 6) The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-Subcontractors agents and employees each of the other, and (2) the architect and separate Contractors, if any, and their Subcontractors, Sub-Subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Paragraph 5 or any other property insurance applicable to the work except such rights as they may have to the proceeds or such insurance held by the Owner. The Owner or the Contractor, as appropriate, shall require the architect, separate Contractors, Subcontractors, and Sub-Subcontractors by appropriate agreements, written where legal required for validity, similar waivers, each in favor of all parties enumerated in the Subparagraph 6.
- 7) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.
- 8) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Owner will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Owner. Standard exclusions will be allowed of any additional exclusions. This will be at the discretion of the Owner. Regardless of the allowance of exclusions or deductions by the Owner, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this

contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Owner is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is cancelled, terminated or modified so that the insurances do not meet the requirements of this subsection, the Owner may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Owner may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

#### **ART. 24 WORK BY OTHERS**

The Owner reserves the right to do any work which may connect with, become part of or be adjacent to the work embraced in this contract, at any time, by contract or otherwise.

The Contractor shall not interfere in any way with such other Contractor or person or persons which the Owner may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor.

#### **ART. 25 RIGHT OF OWNER TO DECLARE CONTRACTOR IN DEFAULT**

The Owner has the right to declare the Contractor in default under the following circumstances:

- (A) If the Contractor fails to begin the work within the required time.
- (B) If the work to be done under this Contract is abandoned.
- (C) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (D) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Owner or Engineer with respect to the work.
- (E) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- (F) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- (G) If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.

- (H) If the Contractor fails to make prompt payment to person supplying labor or materials for the work.
- (I) If the Contractor assigns or sublets the work otherwise than as specified.
- (J) If the Engineer is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the orders of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.
- (K) Failure of the Contractor or Subcontractor to pay required wage rates.

The Owner shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The Owner may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by and/or direct employment of labor complete the work; or the Owner may cause the work to be completed by other persons by contract without advertising; or the Owner may re-advertise and re-let the uncompleted portions of the work and all expenses or financial loss to the Owner by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due to Contractor under this Contract.

In case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Owner.

Should such expense be less than the amount payable under this Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein before or hereinafter specified.

All the work undertaken by the Owner, by contract or otherwise, shall be certified by the Engineer as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or liens.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

## **ART. 26 REMOVAL OF EQUIPMENT**

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If such removal is not completed within five working days after written notification by the Owner, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **ART. 27 CONTRACTOR'S RIGHT TO TERMINATE WORK**

If the work shall be stopped by order of the court or any other public authority for a period of three months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon ten days notice to the Owner, discontinue performance of the work and/or terminate the Contract, in which event the liability of the Owner to the Contractor shall be determined as provided hereinbefore except that the Contractor shall not be obliged to pay to the Owner an excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor.

## **ART. 28 SUSPENSION OF WORK**

The Owner, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the work suspended, and thereupon, the Contractor shall neatly pile up all materials, provide and maintain walks and crossings and take other means to properly protect the work. In case of stoppage of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor in such manner, but the Contractor shall be entitled to no claims for damages. Under no circumstances shall the materials be used which have been affected by the weather.

## **ART. 29 POWERS OF THE ENGINEER**

The Engineer or its designee shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract. The Engineer or its designee shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and construction thereof.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Engineer shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Engineer shall decide any difference or conflicts which may arise between the Contractor and other contractors of the Owner in regard to their work.

Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall within ten calendar days after receiving notification of such decision, file with the Owner a written notice appeal together with a full statement of facts as he believes them to be true. A copy of said notice and statement of facts shall be furnished to the Engineer.

## **ART. 30 DISPUTES**

In accordance with N.J.S.A. 40A:11-50 (PL 1997 c371) no disputes, as defined in the said statute shall be submitted to a Court for adjudication unless the dispute has first been submitted to non-binding mediation. This provision shall not apply to disputes concerning the bid solicitation or award process, or to the formation or subcontracts to be entered into pursuant to PL 1971 c198 (C40A:11-1 et seq.) nor shall this provision prevent the contracting unit from seeking injunctive or declaratory relief in Court at anytime.

### **ART. 31 UNAUTHORIZED WORK**

Work done without lines and grade being given, work done beyond the lines and grades shown on the drawings or as given, or any extra work done without a written authorization will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Owner. Work so done, may be ordered removed and/or replaced by the Engineer at the Contractor's expense.

### **ART. 32 MAINTENANCE OF TRAFFIC**

The Contractor shall provide for and maintain local vehicular traffic during construction operations wherever feasible. At no time shall he close off any street by barricading or other methods without the prior consent of the Owner. If and when it becomes necessary to close the street to the normal flow of traffic, the Contractor shall notify the Police Department, Fire Department and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments.

All traffic control measures must conform with the latest edition of the Manual of Uniform Traffic Control Devices.

Detour routes, if approved by the Engineer, must be adequately and fully marked by the Contractor for the entire length of the detour.

### **ART. 33 EROSION AND SEDIMENTATION CONTROL**

The Contractor shall schedule and conduct the work exercising such precautions as necessary to prevent and/or reasonably minimize the pollution or contamination of stream and other waters with sediment or other harmful materials. Wherever construction exposes work which is subject to erosion, the extent of such exposures in advance of subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.

Construction of drainage facilities as well as performance of other contract work which will contribute to the control of siltation shall be carried out in conjunction with earthwork operations, including borrow pit operations, or as soon thereafter as is practicable.

During construction, the Contractor shall shape the top of earthwork so as to effect the drainage of rainwater and to prevent the flow of runoff over the slopes except at locations selected or approved by the Engineer. If and where the Engineer so directs, temporary slope drains shall be constructed to carry the runoff.

The erosion control measures described herein shall be continued until the grass on seeded slopes is sufficiently established to be an effective erosion deterrent.

Unless otherwise approved in writing by the Engineer, construction operations in rivers, streams and impoundments should be restricted to those areas where channel changes are shown on the plans and to those areas which must be entered for the construction of temporary or permanent structures. Rivers, streams and impoundments shall be promptly cleared of all falsework, piling, debris, or other obstructions placed therein or caused by the construction operations.



Excavation from the roadway, channel changes, cofferdams, etc., shall not be deposited in or so near to rivers, streams or impoundments so that it will be washed away by high water or runoff.

Each 5,000 square feet of cut face of earth excavation and/or fill for roadway slopes will be treated to establish a temporary vegetative cover as described in the "Standards for Soil Erosion and Sedimentation Control in New Jersey" immediately after the completion of excavation and/or embankment operations in the same area. All work must also be in accordance with the local Soil Conservation District. The Contractor shall notify the District in writing at least 48 hours in advance of any land disturbance activity.

Unless otherwise stated in the technical specifications, no separate payment will be made to the Contractor for soil erosion and sedimentation control measures and the cost for soil erosion and sediment control measures will be included in the bid price of various items in the Proposal.

#### **ART. 34 FINAL CLEAN UP**

Before final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish; shall leave the ground and adjacent property in a neat and satisfactory condition; shall remove all obstructions from waterways caused by his operations; and shall clean all new and existing storm water drains within and adjacent to the work which have been obstructed by the Contractor.

#### **ART. 35 LIENS**

The Contractor agrees that he will furnish the Owner with satisfactory evidence that all persons who have done work or furnished materials under this agreement and are entitled to a lien, therefore, have been fully paid off and are no longer entitled to such lien. The Owner may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed.

#### **ART. 36 COMPLIANCE WITH LABOR STATUTES AND RULES**

The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor in matters of non-discrimination agrees that:

- (A) In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason or race, creed, color, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- (B) No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employees 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 Contract on account of race, creed, color, national origin, or ancestry.

- (C) There may be deducted from the amount payable to the Contractor by the contracting public agency, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provision of the Contract.
- (D) This Contract may be cancelled 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 of the Contractor from the contracting public agency of any prior violation of the section of the Contract.
- (E) The Contractor agrees to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the Contractor to forfeiture of the contract or other penalties imposed by law.
- (F) Contractors are responsible for subcontractor compliance.
- (G) The Contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The Contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the Contract work and discover that safety precautions mandated by the agencies have been violated.
- (H) In the case of projects with contracts exceeding \$50,000 that are part of the project, the Contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be required by the Affirmative Action Office shall be completed by the Contractor and furnished to the Owner and the Affirmative Action Office no later than three (3) days after the Contractor signs the Contract.

#### **ART. 37 AMERICAN GOODS AND PRODUCTS**

The Contractor shall comply with any and all "Buy American" requirements of Federal and State law, including N.J.S.A. 40A:11-18 which provides that only manufactured products of the United States, wherever available, be used.

#### **ART. 38 EQUIPMENT**

All microprocessor based equipment on this project shall be date-sensitive, date-compliant and Year 2000 compliant.

#### **ART. 39 COMMUNITY DEVELOPMENT REQUIREMENTS**

##### *Exhibit 5*

#### **Federal Requirements and Special Conditions**

This Agreement is financed in whole or in part with funds received from the United States Department of Housing and Urban Development (hereinafter "HUD"). When multiple HUD program sources are used, the regulations of the source funding by funded activity will govern the applicability of specific requirements. Pursuant to the provisions applicable to such HUD financial assistance, Subrecipient, and all contracts entered into by Subrecipient as a result of or in connection with this Agreement, shall comply with the following:

## **1. FAIR HOUSING AND EQUAL OPPORTUNITY.**

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving Federal (hereinafter "HUD") financial assistance, and that the Subrecipient of said financial assistance shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of HUD financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of a transfer of such real property or structure, any transferee, for the period during which said financial assistance is extended.
- (b) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, popularly known as the Fair Housing Act, which prohibits discrimination in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate related transactions, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.
- (c) Executive Order 11063, as amended by Executive Order 12259, and the regulations at 24 CFR Part 107, which prohibit discrimination on the basis of race, color, religion, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are financed in whole or in part with HUD funds.
- (d) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq) as amended, and the regulations at 24 CFR Part 146, which prohibits discrimination on the basis of age in programs or activities receiving HUD financial assistance.
- (e) Section 282 of Title II of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), and the regulations at 24 CFR 92.350, which provides that no person in the United States shall on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Investment Partnership funds (hereinafter "HOME Funds").

## **2. EMPLOYMENT AND CONTRACTING OPPORTUNITIES.**

- (a) Executive Order 11246, as amended by Executive Order 12066 (41 CFR Chapter 60), and the regulations at 24 CFR Part 130, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of HUD assisted construction contracts. Participating contractors and subcontractors must take affirmative action to ensure fair treatment in employment, upgrading, demotion, transfer, recruitment and recruitment advertising; layoff and termination; rates of pay and compensation; and selection for training and apprenticeship. This provision shall apply to all construction contracts of \$10,000.00 or more entered into by Subrecipient as a result of or in connection with this Loan Agreement.
- (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), (24 CFR Part 135) which requires that, to the greatest extent feasible, opportunities for training and employment arising in connection with any project assisted with HUD funds be given to lower income persons residing within the project, project area, unit of local government, or metropolitan area. Contracts awarded in connection with said HUD financial assistance, must, to the greatest extent feasible, be awarded to eligible business concerns which are located in, or are owned in substantial part by persons residing in the same metropolitan area as the project.
- (c) Executive Orders 11625, 12432 and 12138 which require that efforts be made to encourage the use of minority and women's business enterprises in connection with construction contracts or subcontracts of \$25,000.00 or more, financed in whole or in part with HUD financial assistance.

### **3. LABOR STANDARDS.**

The following provisions are applicable to all construction contracts involving rehabilitation or new construction projects containing twelve (12) or more dwelling units.

- (a) The Davis-Bacon Act (40 U.S.C. 276a-276a-7), as amended, and the regulations at 29 CFR Part 5, which require that all laborers and mechanics employed on said construction contracts be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.
- (b) The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and the regulations at 29 CFR Part 5), which require overtime pay for all labor is and mechanics employed on said construction contracts.
- (c) The Copeland "Anti-Kickback" Act (40 U.S.C. 276c), and the regulations at 29 CFR Part 3, which provide that no deduction or rebate or any account will be taken from an employees' pay on said construction contracts, except

deductions permitted by law, and unless this deduction is authorized in writing by the employee.

- (d) The applicable provisions of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

#### **4. HANDICAPPED ACCESSIBILITY.**

- (a) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and the regulations at 24 CFR Part 8, which require that no individual shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving HUD financial assistance, and establishes design and construction standards for certain new or altered multifamily residential and nonresidential buildings, incorporating Sections 3-8 of the Uniform Federal Accessibility Standards (UFAS).
- (b) The Fair Housing Amendments Act of 1988 (Pub. L. 101-430), amending Title VIII of the Civil Rights Act of 1968, and the regulations at 54 FR 3232, January 23, 1989, which prohibits discrimination in the sale, rental or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate related transactions, included otherwise making unavailable or denying a dwelling to any person, because of handicap or familial status, and establishes design and construction standards for certain covered multifamily dwellings containing four (4) or more dwelling units, for first occupancy on or after March 13, 1991, incorporating the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (ANSI A117.1-1986).
- (c) The American with Disabilities Act (42 U.S.C. 12131; U.S.C. 155, 201, 218 and 225) states that discrimination includes the failure to design and construct facilities (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The Act also requires the removal of architectural and communications barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

#### **5. NATIONAL FLOOD INSURANCE PROGRAM.**

All applicable standards, orders or requirements issued pursuant to Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), and the HUD regulations at 24 CFR 570.605, which prohibit Federal financial assistance for acquisition or construction purposes in any area that has been identified by the Federal Emergency Management Agency (FEMA) as an area having special flood hazards, unless the community in which such

area is situated is participating in the National Flood Insurance Program in accordance with the provisions of 44 CFR Parts 59-79, and unless flood insurance is obtained.

## **6. LEAD-BASED PAINT.**

All applicable standards, orders or requirements issued pursuant to Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention act (42 U.S.C. 4822 et seq.), the HUD regulations at 24 CFR Part 35 and 24 CFR 982.401(j), which prohibits use of lead-based paint in residential structures constructed or rehabilitated with HUD financial assistance, and establishes procedures to eliminate as far as practicable the hazards due to the presence of paint which may contain lead and to which children under seven years of age may be exposed in existing housing which is rehabilitated with said financial assistance.

## **7. ASBESTOS.**

The EPA standards for Hazardous Air Pollutants (NESHAPS) at 40 CFR Part 61, Subpart M (asbestos), which apply to the HUD financed renovation or demolition of residential properties of five (5) or more units, and the Occupational Health and Safety *Administration* (OSHA) asbestos regulations at 29 CFR Part 1910.1001, which apply to all private sector work places where there is an employee/employer relationship and where asbestos is present.

## **8. CONFLICT OF INTEREST**

The regulations at 24 CFR Part 85.36 and 24 CFR Part 92.356 (applicable to CDBG Funds), and the provisions of OMB Circular A-110, which specify that no person who is an employee, agent, consultant, officer, or elected official or appointed official of an authorized Subrecipient of HUD funds, or of any designated public agencies, or subrecipients which are receiving such HUD funds, who exercise or have exercised any functions or responsibilities with respect to HUD activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HUD assisted activity, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

## **9. LOBBYING.**

- (a) No Federal funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of 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 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 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.

## **10. CONTRACTOR ELIGIBILITY.**

The HUD regulations at 24 CFR Part 24 and 24 CFR Part 85.35, which prohibit the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status.

## **11. MISCELLANEOUS CONTRACT PROVISIONS.**

All contracts entered into by Subrecipient as a result of or in connection with this Agreement shall contain the following provisions, as applicable:

- (a) Provisions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties\_ as may be appropriate.
- (b) For all contracts in excess of \$10,000.00 provisions for termination by Subrecipient for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition such contracts will describe conditions under which the contract may be terminated for default, or terminated because of circumstances beyond the control of the contractor.
- (c) Provisions granting access to the local HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor or Subrecipient which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- (d) Provisions requiring Subrecipient and the contractor to maintain all required records for five (5) years after Subrecipient makes final payment and all other pending matters are closed.

## **12. [LOCAL STATUTES]**

## **13. OTHER FEDERAL REQUIREMENTS**

- (a) 24 CFR 5.105(a), Nondiscrimination and equal opportunity.

- (b) 14.24 CFR 92.351 Affirmative marketing; minority outreach program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds. The Subrecipient shall develop an affirmative marketing program which shall be submitted to the [Locality] for approval.
- (c) Minority Outreach. 24 CFR 85.36(e) describes actions to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
- (d) National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- (e) 24 CFR 92.353 Displacement, relocation, and acquisition minimizing displacement. Take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building complex upon completion of the project.
- (f) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24.
- (g) 92.357 Executive Order 12372. General. Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52.
- (h) Acquisition of Real Property 49 CFR Part 24, Subpart B.
- (i) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations"
- (j) 24 CFR part 84, Uniform Administrative Requirements, 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60, 84.62,84.72,and 84.73.
- (k) 24 CFR Part 92.257, Religious Organizations, HOME funds may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. The completed project must be used for secular purposes, available to all persons regardless of religion.
- (l) 24 CFR Part 58, Environmental Reviews, funds cannot be committed to this project until a Release of Funds has been received from HUD.



Copies of the above referenced documents, regulations, OMB circulars applicable Code citations, and administrative requirements have heretofore been provided to the Subrecipient by the Municipality, the receipt of which is hereby acknowledged.

All contracts, subcontractors, and any lower-tier subcontracts and bid documents, must comply with the Federal Labor Standards Provisions including the following:

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 I(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 I(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** 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 29 CFR Part 3;

**(3)** 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.

**(c)** 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 subparagraph A.3.(ii)(b).

**(d)** 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.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.**

**(i) Apprentices.** 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

journeymen 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. 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 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## ART. 40 CONTRACT CLAUSES

Grantees or subgrantees recipients entering into contracts for construction, alterations, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

Restrictions on Public Buildings and Public Works Projects.

(A) Definitions.

"Component," as used in this clause, means those articles, materials and supplies incorporated directly into the project." Contractor or subcontractor of a foreign country or is controlled directly by citizens or nationals of a foreign county. A Contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled indirectly by citizens or nationals of a foreign country.

- 1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country:
- 2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country:
- 3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country:
- 4) In the case of a partnership, if any general partner is a citizen of the foreign country:
- 5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any numbers of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof: or
- 6) In the case of a Contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs:
  - (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials - i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product [insert name of grantee] will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions.

The Contractor shall not (1) knowingly enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List

The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with Section 109(c) of Pub. L 100-202.

(d) Certification

The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Contractor for use on the Federal public work project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontractors

The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

#### **ART. 41 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The Contractor shall comply with the requirements of the Public Works Contractor and Registration Act for the State of New Jersey known as the P.L. 1999.c238 (NJSA 34:11-56.48). In accordance with the requirements of this Act, the Contractor shall submit with the bid a copy of its Public Works Contractor Registration Certificate as well as a copy of the certificates for its named subcontractors.

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## **SCOPE OF WORK**

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**SCOPE OF WORK  
FIRST AID SQUAD ENTRY IMPROVEMENTS  
BOROUGH OF ROSELAND  
ESSEX COUNTY, NEW JERSEY**

The work to be performed under this contract includes the modification of the existing masonry structure at the Borough's First Aid Squad building. An ADA accessible door entrance will be added along with its associated electrical for an automatic door opening system. Additionally, concrete curb and sidewalk in front of the building will be replaced.

Principal items of work in the project include:

- L.S. Entry Improvements

The work contemplated under this Contract shall be completed by Friday, October 8, 2021.

Unless otherwise specifically noted, all work is to be in compliance with the New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction 2019 U.S. Customary English Units, as amended.

All work is to be inspected, by a representative of the Engineer. Quantity tickets will be collected by a representative of the Engineer, at the time of delivery of the specific load only. No tickets will be accepted, for any quantities of materials at any other time. Volume items will be measured within the prescribed pay limits indicated on the Contract Drawings.

Milled material, if directed, shall be designated for recycling and transported to an approved recycling center. Tonnage of milled material shall be certified to the Owner and the Owner's recycling coordinator.

The Contractor shall be responsible for the construction stakeout/layout. **The construction stakeout/layout shall be performed by a qualified New Jersey licensed professional land surveyor.**

The Contractor shall construct all sidewalks, handicap ramps and pedestrian facilities within the public right-of-way or easements in full compliance with the "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public "Right-of-Way" located at <http://www.access-board.gov/prowac/nprm.htm> as published in the Federal Register on July 26, 2011 and the Manual on Uniform Traffic Control Devices (MUTCD). Workmanship and materials shall be in conformance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended and supplemented by County and/or Municipal requirements. The Contractor is notified that the improperly constructed ramps and facilities, as determined by the Municipality and/or County, will require replacement with compliant ramps and facilities at the sole cost and expense of the Contractor.

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# **AGREEMENT**

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## FIRST AID SQUAD ENTRY IMPROVEMENTS AGREEMENT

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between the Borough of Roseland in the County of Essex, in the State of New Jersey, party of the first part, hereinafter called the Owner and \_\_\_\_\_ party of the second part, hereinafter called the Contractor.

Witnesseth: That the Contractor, for and in consideration of the sum or sums hereinafter mentioned to be paid, as hereinafter expressed by the Owner, does hereby covenant, promise and agree, and for the Contractor's heirs, personal representative, successors, and assigns does promise and agree, to and with the Owner as follows:

1. That the Contractor will agree to furnish and deliver all materials to do and perform all the work and labor required in and about said project as indicated in the accompanying proposal, all in accordance with the Contract Documents, specifications, and affirmative action requirements which are annexed hereto and deemed to a part of this Agreement and further, that the Contractor will perform said work as and then ordered by the engineer and prosecute the same diligently to conclusion and complete the same within the time specified in the General Conditions of the Contract. The Contractor will commence the work not later than 20 calendar days after the execution of the contract.
2. And it is further agreed by and between the parties hereto, that if the Contractor shall omit, fail, neglect or refuse to commence, prosecute or to complete said work as aforesaid, or in case further time be granted for the commencement and completion of said work, and the said Contractor shall omit, fail, neglect or refuse to commence, prosecute or complete said work within the time granted, or if the Contractor shall cease operations under this Contract at any time, for the space of ten (10) calendar days without the approval of the Engineer, that then, in any such event, the Governing Body of the Owner, or the Engineer in its behalf, shall have the full privilege, authority and power, if the Governing Body shall so elect, to cause the said work to be done and completed without interference, opposition, or hindrance of or by the Contractor; provided, the Governing Body shall give to the Contractor or its sureties notice in writing of the intention to do so, by mailing such notice in an envelope, with postage prepaid, addressed to the Contractor, under, in and by this Contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder; and the Contractor and/or its sureties shall be liable for any and all sums of money which the Owner shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive, had the Contractor completed and maintained the work under the Contract according to its terms and conditions, and all loss or damage may result to the Owner by reason of the omission, failure, or refusal of said Contractor to commence, prosecute and maintain said work as aforesaid.
3. And it is further agreed by and between the parties hereto, that whenever damages are imposed by the terms of this Contract for failure, neglect or default of the Contractor in the performance of this contract, this amount thereof when incurred by the Owner, may be deducted and withheld from any money to become due upon this Contract, and when so deducted and withheld shall be deemed and taken as payment by the Contractor to that extent.
4. And it is further agreed by and between the parties hereto, that the time is of the essence of this contract, and that if the contract work is not fully completed within the time limit for its completion in accordance with ART. 13 of the General Conditions of the Contract, the Contractor shall pay to the Owner for each day, Saturdays, Sundays

and Holidays excepted and such time as the prosecution of the work is stopped by written direction of the Governing Body or its authorized agent that shall or may elapse after the time so limited for its completion, until its final and full completion and acceptance by the Owner the sum of \$1,500.00 per day, Saturdays, Sundays and Holidays excepted, as liquidated damages.

5. The Contractor agrees to carry adequate policy or policies of insurance in accordance with ART. 23 of the General Conditions of the Contract, as will indemnify him and the Owner and the Engineer from any liability imposed by law as a result of any act or omission of the Contractor, his agents, servants or employees from the time of the commencement of the work hereunder; such policy or policies of insurance shall be subject to inspection by the properly authorized agent, servant or employee of the Owner.
6. The Contractor further agrees that prior to the payment to him by the Owner of the Contract Sum hereinafter set forth, the Contractor will furnish to the properly authorized agent, servant or employee of the Owner satisfactory evidence of the payment by the Contractor of all obligations incurred by the Contractor, resulting from the order or purchase of materials by the Contractor, charges for labor or obligations upon any subcontractor or contract which the Contractor may list.

The Contractor agrees to indemnify and save harmless the Owner from any claims, demands, actions, or causes of action which may be presented to or asserted against the Owner as a result of any act or omission by the Contractor in the performance of the work hereunder, or in violation by the Contractor of any duty imposed upon the Contractor by law.

It is hereby mutually agreed that the Owner is to pay and the Contractor is to receive as full compensation for furnishing all materials and labor in building, constructing and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the various unit prices stipulated in the Proposal hereto annexed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day and year as first above written.

BOROUGH OF ROSELAND

By \_\_\_\_\_

(SEAL)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor

ATTEST/WITNESS:

By \_\_\_\_\_

By \_\_\_\_\_

Bond No \_\_\_\_\_

**PERFORMANCE/LABOR MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS THAT we, the undersigned as Principal, and the \_\_\_\_\_, a corporation organized and existing under the laws of the State of New Jersey and duly authorized to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee in the penal sum \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with \_\_\_\_\_ which contract is made part of this bond the same as though set forth herein:

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated;

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract; or in or to the plans or specifications therefore, shall in any way affect the obligation of said Surety on its bond.

This bond is given in compliance with the requirement of the statutes of the State of New Jersey in respect to bonds or contracts on public works. Revised Statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness: \_\_\_\_\_  
(If Individual)

\_\_\_\_\_  
(Principal)

Attest: \_\_\_\_\_  
(If Corporation)

\_\_\_\_\_

Attest: \_\_\_\_\_

By \_\_\_\_\_

**STATE OF NEW JERSEY**  
**DIVISION OF CONTRACT COMPLIANCE**  
**EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS**

**Official Use Only**

Assignment

Code

FORM AA-201

Revised 10/03

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
 PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR		CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD	
(Name)		6. NAME AND ADDRESS OF PROJECT	
(Street Address)		7. PROJECT NUMBER	
(City)                      (State)                      (Zip Code)		COUNTY	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

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

10. (Please Print Your Name) \_\_\_\_\_ (Title)

(Area Code)      (Telephone Number)      (Ext.)      (Date)

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

**SECTION A – COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY	STATE	ZIP CODE
<b>Official Use Only</b>	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

**SECTION B – EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C – SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO.   DAY   YEAR		
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

WHITE – DIV. OF CONTRACT COMPLIANCE; CANARY – DIV. OF CONTRACT COMPLIANCE DP;  
PINK – PUBLIC AGENCY; GOLD - VENDOR





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## **PROPOSAL FORMS**

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## BID DOCUMENT SUBMISSION CHECKLIST

All forms/certifications must be completed in full and initialed by the prospective bidder indicating inclusion of completed form with the bid documents. Failure to include any of the following will be a basis for disqualification of the bid.

**Initial**

Bid Document Submission Checklist .....	_____
Bid Proposal Form .....	_____
Schedule of Prices .....	_____
Consent of Surety .....	_____
Acknowledgement of Receipt of Addenda .....	_____
Affirmative Action Compliance Notice .....	_____
Acknowledgement of Mandatory Equal Employment Opportunity Language and Mandatory Americans With Disabilities Act of 1990 .....	_____
Stockholder Disclosure Certification .....	_____
Certification of Non-Debarment for Federal Government Contracts .....	_____
Business Registration Certificates .....	_____
Request for Prevailing Wage Determination .....	_____
Public Works Contractor Registration (including named Sub-Contractors) (Copy of Public Works Contractor Registration Certificates) .....	_____
Non-Collusion Affidavit .....	_____
Equipment Certification .....	_____
Bidder's Affidavit .....	_____
Bid Bond .....	_____
Bidder's Safety Acknowledgement .....	_____
Bidder's Qualification Form .....	_____
Plant and Equipment Questionnaire (4 pages) .....	_____
Iran Disclosure Form (P.L. 2012, Chapter 25) .....	_____
Naming of Subcontractors Form .....	_____
Contractor Reported DUNS and SAM Number .....	_____
Mandatory CDBG Forms .....	_____
HUD Forms .....	_____

**BID PROPOSAL FORM**

TO: Borough of Roseland

FOR: First Aid Squad Entry Improvements

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Owner is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendents, Labor, Material, Tools and Equipment, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Owner reserves the right to increase or decrease the items specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and it will control in the awarding of the Contract, and that payments will be made for the actual measurements of the authorized work as constructed in accordance with the unit price stated hereafter in the Schedule of Prices.

Accompanying this Proposal is a Consent of Surety and a certified check, cashier's check, or bid bond for a minimum of ten (10%) percent of the amount bid but not greater than \$20,000 payable to the Owner, which is agreed by the undersigned to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the work within the stipulated time. Otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D.# or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type of Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address



**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Borough of Roseland  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

FIRST AID SQUAD ENTRY IMPROVEMENTS  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to Borough of Roseland a performance  
bond in (Owner)  
the full amount of awarded contract, which shall meet any and all requirements under  
N.J.S.A. 2A:44-143 through N.J.S.A. 2A:44-147, in the event that said contractor is awarded  
a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

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

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

**CONSENT OF SURETY MUST BE SIGNED AND SEALED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR  
COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

BOROUGH OF ROSELAND

FIRST AID SQUAD ENTRY IMPROVEMENTS

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. If no addendum was received, please initial in the "NONE RECEIVED" space below.

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

**Acknowledge by bidder:**

**NONE RECEIVED:** \_\_\_\_\_

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

By Authorized Representative: \_\_\_\_\_

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

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the bidder is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the bidder in accordance with N.J.A.C. 17:27-4.

The successful bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful bidder(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the bidder copy is retained by the bidder.

The undersigned bidder certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned bidder further understands that his/her bid shall be rejected as non-responsive if said bidder fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The undersigned agrees to comply with all laws relating to Affirmative Action, whether state, local or federal, for the entire period of the contract.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**ACKNOWLEDGEMENT OF MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE AND MANDATORY AMERICANS WITH DISABILITIES ACT OF 1990**

I Hereby Certify That \_\_\_\_\_  
Name of Bidder

Has Submitted a Bid For \_\_\_\_\_  
Project Name

On This \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_, And

In Compliance with Public Law 1975, Chapter 127 (NJAC 17:27), As  
Described in Exhibit A and B within these bid specifications.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Subscribed and Sworn Before Me  
On \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)



## Exhibit A

### *(Known as Exhibit B in Goods and Services Bid Specifications: A Guide for New Jersey Local Public Agencies – Section C)*

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27

##### CONSTRUCTION CONTRACTS

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor 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.S.A. 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 the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with **N.J.S.A. 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 subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to **N.J.S.A. 10:531** et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to 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 Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3**, of its workforce needs, and request referral of minority and women workers;
  
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(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:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or 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 Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) 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 Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the Contractor, in accordance with **N.J.A.C. 17:27-7**. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

- (D) The Contractor and its 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 (NJAC 17:27)**.

## **Exhibit B**

### ***(Known as Appendix A in Goods and Services Bid Specifications: A Guide for New Jersey Local Public Agencies – Section C)***

#### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Roseland, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**STOCKHOLDER DISCLOSURE CERTIFICATION**

NEW JERSEY PUBLIC LAW 1977, CHAPTER 33 REQUIRES EACH CORPORATION OR PARTNERSHIP SUBMITTING A BID TO ANY GOVERNMENTAL AGENCY TO ACCOMPANY THAT BID WITH A STATEMENT OF OWNERSHIP LISTING THE NAME AND ADDRESS AND PERCENTAGE OWNERSHIP OF EACH INDIVIDUAL OWNING TEN PERCENT (10%) OR MORE OF THE CORPORATION OR PARTNERSHIP. THIS FORM OR AN APPROPRIATE LISTING ON THE BIDDERS LETTERHEAD CONTAINING SIMILAR INFORMATION, MUST BE INCLUDED IN THE BIDDERS PROPOSAL WHEN THE BID IS ORIGINALLY SUBMITTED.

OWNERSHIP STATEMENT – PER PL 1977 CHAPTER 33

\_\_\_\_\_  
(NAME OF CORPORATION OR PARTNERSHIP) PRINT

\_\_\_\_\_  
(ADDRESS OF RECORD) PRINT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF ONE OR MORE SUCH STOCKHOLDER OR PARTNER IS ITSELF A CORPORATION OR IS A PARTNERSHIP, THE STOCKHOLDERS HOLDING TEN PERCENT (10%) OR MORE OF THAT CORPORATION'S STOCK OR THE INDIVIDUAL PARTNERS OWNING TEN PERCENT (10%) OR GREATER INTEREST IN THAT PARTNERSHIP MUST BE LISTED ON A SUPPLEMENTAL SHEET ON THE BIDDER'S LETTERHEAD.

THE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

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

CONTRACTOR'S LEGAL STATUS: \_\_\_\_\_

(CORPORATION LIMITED LIABILITY CORPORATION, SUBCHAPTERS COOPERATIVE, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE, OR INDIVIDUAL OPERATING UNDER A TRADENAME.)

I CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT.

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

**CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
                 
  Limited Partnership                   
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Roseland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Owner to notify the Owner in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

<b>Name of Individual or Organization</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
--------------------------	---

<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--



**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Roseland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award Owner to notify the Owner in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity**

**Business Address**

Name of Business Entity	Business Address

**\*\*Add additional sheets if necessary\*\***

**OR**



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Roseland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Owner to notify the Owner in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

## **BUSINESS REGISTRATION CERTIFICATE**

A contractor shall provide proof of its own business registration and proofs of business registration for any named subcontractors. The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. The proof of business registration shall be provided prior to the time the bid or proposal is awarded or authorized by the contracting agency.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**REQUEST FOR PREVAILING WAGE DETERMINATION**

I, the undersigned, being the duly authorized and acting legal representative of the Bidder, do hereby certify as follows:

There shall be paid each laborer or mechanic of the successful Bidder or subcontractor engaged in work on the project under this bid in the trade or occupation required in these specifications, not less than the hourly wage rate established by the State Commissioner of Labor & Industry under N.J.S. 34:15-25 regulation pertaining to prevailing wage rates.

The Owner will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of minimum wages shall be adjusted by the Bidder.

\_\_\_\_\_  
WITNESS OR ATTESTED BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
PRINT NAME AND TITLE OF  
PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

## PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$15,444 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc. The municipality reserves the right to maintain the application of prevailing wage rates for projects under the threshold.

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 PWCRA defines “public works projects” as contracts for “public works” as defined in the Prevailing Wage Act [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 hereby 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.

**NON - COLLUSION AFFIDAVIT**

State of New Jersey:  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in  
(name of affiant)

\_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of  
(name of municipality)

full age, being duly sworn according to the law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled FIRST AID SQUAD ENTRY IMPROVEMENTS, and that I executed the

(title of bid proposal)

said proposal with full authority to do so that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Roseland relies upon the truth of the statements contained in said

(name of contracting unit)

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 or bond fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

\_\_\_\_\_  
Signature of Affiant

before me this day

\_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Notary Public of

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

(Seal)

## EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

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

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

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

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

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

**BIDDER'S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he resides at \_\_\_\_\_

and that he is the \_\_\_\_\_  
(Give Title)

of \_\_\_\_\_  
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign, that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_ (Seal)  
(Notary Public)

\_\_\_\_\_  
(Commission expiration date)



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Borough of Roseland in the penal sum of not less than ten percent of the bid amount to a maximum of \$20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of \_\_\_\_\_ a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for \_\_\_\_\_

NOW THEREFORE,

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

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

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

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

Principal: \_\_\_\_\_ (L.S.)

Surety: \_\_\_\_\_

By: \_\_\_\_\_

**BIDDER'S SAFETY ACKNOWLEDGMENT**

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

\_\_\_\_\_  
WITNESS OR ATTESTED BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
PRINT NAME AND TITLE OF  
PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

**BIDDER'S QUALIFICATION FORM**  
(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and contract amount:

1. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_  
\_\_\_\_\_

Engineer Name, Address, & Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

2. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_  
\_\_\_\_\_

Engineer Name, Address, & Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

3. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_  
\_\_\_\_\_

Engineer Name, Address, & Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

4. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_  
\_\_\_\_\_

Engineer Name, Address, & Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

5. Name of Job: \_\_\_\_\_  
Major Construction Items: \_\_\_\_\_  
\_\_\_\_\_

Engineer Name, Address, & Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

**PLANT AND EQUIPMENT QUESTIONNAIRE**

Submitted to \_\_\_\_\_

By \_\_\_\_\_  
A Corporation  
A Co-partnership  
An Individual

Principal Office \_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.

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

2. Explain your plan or layout for performing the proposed work.

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

3. The work, if awarded to you, will have the personal supervision of whom?

\_\_\_\_\_

4. Do you intend to do the proposed work with your own forces? \_\_\_\_\_

**STATUS OF CONTRACTS ON HAND**

5. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance To Be Completed	Estimated Date of Completion
<b>Totals</b>							

6. What equipment do you own that is available for and intended to be used on the proposed project?

**TABLE 1**

Quantity	Item	Description, Size Capacity, Etc.	Condition	Years of Service	Present Location

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

**TABLE 2**

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease

8. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

\_\_\_\_\_Yes \_\_\_\_\_No

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by \_\_\_\_\_, and are available for and intended to be used on the Project, if \_\_\_\_\_ is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title or Person Signing

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, Being duly sworn, deposes and says that he is \_\_\_\_\_ of the above \_\_\_\_\_

Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY**  
**Borough of Roseland**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bid Name:** \_\_\_\_\_

**Bid Due Date:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> Bidders **must** review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: **OR****
- I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	

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

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

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: January 4, 2021**

**NAMING OF SUBCONTRACTORS FORM**

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized “sub-prime” categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

If \_\_\_\_\_ is successfully awarded this  
 (Name of Firm)  
 project, I, \_\_\_\_\_,  
 (Authorized Representative)  
 of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and State  
 of \_\_\_\_\_, certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the  
 following subcontractors if this Bid is successfully awarded to my firm.

<u>NAME OF SUBCONTRACTOR</u>	<u>SCOPE OF WORK</u>

(Use additional sheet of paper if more space required)

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Name and Title (Print or Type)

SWORN TO AND SUBSCRIBED  
 BEFORE ME THIS \_\_\_\_ DAY  
 OF \_\_\_\_\_ 20\_\_.

HUD FORMS

Form 3  
Participation Goal



(Must be submitted in the contractor's sealed bid)

General Contractor: \_\_\_\_\_

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

Name of Project: \_\_\_\_\_

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

The project has a goal of ten to twenty percent (10-20%) MBE/DBE/WBE participation. Provide a brief summary of how this goal will be achieved. Failure to submit this form may result in a bid being rejected for non-responsiveness.

My goal for this project is \_\_\_\_\_ %.

I plan on achieving this goal by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Form 4  
Contractors Submitting Bids**



**(Must be submitted in the contractor's sealed bid)**

General Contractor: \_\_\_\_\_

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

Name of Project: \_\_\_\_\_

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

All MBE/DBE/WBE Firms Submitting Bids

Scope of Work

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

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

**Form 5  
Unavailability Certification**



**(Must be submitted with contractor's sealed bid identifying if an MBE/DBE/WBE)**

I, \_\_\_\_\_ (Name/Title),  
of \_\_\_\_\_ (Company) certify  
that on \_\_\_\_\_ (Date) I contacted the following Minority/Disadvantaged Business Enterprise to  
obtain proposals/bids for the following work items:

<u>MDE/DBE/WBE Firm</u>	<u>Work Items Sought</u>	<u>Form of Proposal Sought</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Minority/Disadvantaged Business Enterprises were  
unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name of MBE/DBE/WBE) was offered an  
opportunity to submit a proposal on the above identified work on \_\_\_\_\_ (Date) by \_\_\_\_\_  
\_\_\_\_\_ (Company Name).

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

\_\_\_\_\_ (Signature of MBE/DBE/WBE)

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

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

*(This form to be completed by each MBE/DBE/WBE listed, which was contacted, but did not submit a bid/proposal)*

(Use additional pages if necessary)

Form 6  
Project Closeout Report



(To be submitted upon completion of project / final drawdown by contractor w/certified payrolls)

General Contractor: \_\_\_\_\_

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

Name of Project: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_

Final Contract Amount: \$ \_\_\_\_\_

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

All MBE/DBE/WBE firms verified

Original subcontract amount

Final subcontract amount

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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## **SPECIAL PROVISIONS**

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**SPECIAL PROVISIONS**  
**FOR**  
**FIRST AID SQUAD ENTRY IMPROVEMENTS**  
**IN THE BOROUGH OF ROSELAND**  
**COUNTY OF ESSEX**  
**AUTHORIZATION OF CONTRACT**

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

**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:

Page 1 of 16 inclusive.

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

MANDATORY CDBG LANGUAGE, DOCUMENTATION AND FORMS .....	APPENDIX A
PREVAILING WAGE RATES .....	APPENDIX B
PUBLIC UTILITIES.....	APPENDIX C
STANDARD CONSTRUCTION DETAILS.....	APPENDIX D

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.



## GENERAL

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 non-approved 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.

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, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

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.

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.

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

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.

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

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.03 TERMS

THE FOLLOWING TERMS ARE 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.

**Parcel.** Property to be acquired for transportation purposes, described by metes and bounds.

REVISE THE FOLLOWING TERM:

actual cost: The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

#### 101.04 INQUIRIES REGARDING THE PROJECT

THE FOLLOWING PARAGRAPHS ARE REVISED IN THIS SUBSECTION:

- 1. Before Award of Contract.** Submit inquiries regarding the various types of work to the following representatives of the Department:

Mr. Christopher J. Nash, P.E.  
Boswell Engineering  
330 Phillips Avenue  
South Hackensack, New Jersey 07606  
Phone (201) 373-8904  
Fax (201) 641-1831

Include the following with each inquiry:

1. Name of the Bidder.
2. Telephone number, fax number, email address, and contact person.
3. Specifics of the inquiry, including anticipated results.

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

The Department will investigate the information provided in the inquiry and, if the Department determines that a change or response is necessary, the Department will issue an addendum.

Requests for postponement of bids will not receive a response. The Department will issue an addendum postponing bids if warranted.

## 2. After Award of Contract.

Mr. Christopher J. Nash, P.E.  
Boswell Engineering  
330 Phillips Avenue  
South Hackensack, New Jersey 07606  
Phone (201) 373-8904  
Fax (201) 641-1831

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

#### **102.07 PREPARATION OF THE BID**

THE FOLLOWING IS OMITTED:

On Federal Aid Projects, all Bidders shall keep records of all DBE and non-DBE firms that provide a bid or quote to the Bidder for the Contract for use in providing the information to the Department in the development of a Bidder's List. The 10 records will include the name, address, phone number, email address, DBE/ESBE status of the firm, NAICS Code(s) applicable to the kind of work the firm would perform on the project and type of work for subcontracted work for each DBE and non-DBE firm that provides a bid or quote for the Contract. This information shall be made available to the Department upon request.

For each Federal Aid Project that they submit a Bid, each Bidder shall prepare a CR-261-DBE and non-DBE Firms Providing a Bid or Quote for the Contract form. All Bidders are required to submit this information on a yearly basis to the Department, with the information submitted to the DCR/AA by September 30 of each year.

#### **102.10 SUBMISSION OF THE BID**

THE FOLLOWING IS OMITTED:

8. 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.

### **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

#### **103.05 ESCROW BID DOCUMENTS**

##### **103.05.A ESCROW BID DOCUMENTS**

REVISE SECTION 103.05.A TO THE FOLLOWING:

- A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed

custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

## **SECTION 105 – CONTROL OF WORK**

### **105.01 AUTHORITY OF THE DEPARTMENT**

#### **105.01.01 RE**

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

### **105.02 RESPONSIBILITIES OF THE CONTRACTOR**

#### **105.02.05.1**

REVISE THE FOLLOWING SECTION TO:

**Federal Aid projects.** This section intentionally left blank.

### **105.03 CONFORMITY WITH THE CONTRACT**

REVISE THE FIRST SENTENCE OF THE SECOND PARAGRAPH TO:

In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

## **105.07 COOPERATION WITH UTILITIES**

### **105.07.01 Working in the Vicinity of Utilities**

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are as listed in Appendix C.

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

### **106.03 FOREIGN MATERIALS**

REMOVE SECTION **106.03.2 Federal Aid Projects**

### **106.10 USE OF UNITED STATES FLAG VESSELS**

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

## **SECTION 107 – LEGAL RELATIONS**

### **107.02 NONDISCRIMINATION**

THE ENTIRE TEXT OF SECTION **107.02.1** CHANGED TO:

**Compliance with Regulations:** This section intentionally left blank.

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

REMOVE THIS SENTENCE FROM PARAGRAPH TWO: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

### **107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

### **107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

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

REMOVE THE SECOND PARAGRAPH OF THIS SECTION.

#### **107.15 TAXES**

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO:  
The sales tax exemption does not apply to equipment used for Contract work.

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

#### **108.01 SUBCONTRACTING**

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

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

REMOVE PARAGRAPH FOUR OF SECTION 108.1.

REVISE SECTION 108.1.3.a TO THE FOLLOWING:

**Federal Aid Projects.** This section intentionally left blank.

#### **108.10 CONTRACT TIME**

ADD THE FOLLOWING:

A. Achieve Completion by Friday, October 8, 2021.

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

##### **108.11.01.A**

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

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

REVISE THE FOLLOWING SECTIONS TO:

**3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the

Department will grant an extension of Contract Time and will make payment for delay damages.

**4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

REVISE ENTIRE SECTION TO:

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

## **108.15 TERMINATION OF CONTRACT**

### **108.15.02 For Cause**

REVISE PARAGRAPH FIVE TO:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

## **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

## **108.20 LIQUIDATED DAMAGES**

THE FOLLOWING IS ADDED:

Liquidated damages are as follows:

- A. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$1,500.00.

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

CHANGE THE ENTIRE TEXT OF 109.03 TO THE FOLLOWING:

### **109.03 PAYMENT FOR FORCE ACCOUNT**

This section intentionally left blank.

### **109.04 PAYMENT FOR DELAY DAMAGES**

CHANGE THE FIRST SENTENCE TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

### **109.05 ESTIMATES**

REVISE THE TWELFTH PARAGRAPH TO:

From the total Estimate amount, the Department will deduct and retain 2 percent until Substantial Completion.

### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.



## **109.11 FINAL PAYMENT AND CLAIMS**

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

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

#### **153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE**

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

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

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

### **SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

**SECTION 159 – TRAFFIC CONTROL**

**159.04 MEASUREMENT AND PAYMENT**

If the contractor fails to deliver to the job site or provide the traffic control devices listed below, payment is subject to being withheld. The following signs shall be the minimum required for the project. Cost shall be included in various items in the project.

Construction Signs, 48" X 48" (W20-1A).....	8 Unit
Construction Signs, 48" X 24" (G20-2A) .....	2 Unit
Construction Identification Signs, 84" X 42" ("On or About" – Start Date of Construction).....	2 Unit

**DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

**SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS**

**606.03.01 HMA Sidewalks, Driveways, and Islands**

**606.03.02 Concrete Sidewalks, Driveways, and Islands**

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The Contractor shall construct all sidewalks, curb ramps and pedestrian facilities within the public right-of-way or easements in full compliance with the “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public “Right-of-Way” located at <http://www.access-board.gov/prowac/nprm.htm> as published in the Federal Register on July 26, 2011 and the Manual on Uniform Traffic Control Devices (MUTCD). Workmanship and materials shall be in conformance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended and supplemented by County and/or Municipal requirements. The Contractor is notified that the improperly constructed ramps and facilities, as determined by the Municipality and/or County, will require replacement with compliant ramps and facilities at the sole cost and expense of the Contractor.

THE FOLLOWING SECTION IS ADDED:

**SECTION 613 – BUILDING ENTRY IMPROVEMENTS**

**613.01 DESCRIPTION**

This Section describes the requirements for making modifications to an existing masonry building and all ancillary improvements associated with such work, as described herein or as shown on the contract plans and drawings.

**613.02 MATERIALS**

Provide materials as specified:

Dense Graded Aggregate.....	901.10
Soil Aggregate.....	901.11
Prime Coat.....	902.01.02
Tack Coat.....	902.01.02
HMA.....	902.02
Concrete.....	903.03
Curing Materials.....	903.10
Preformed Joint Filler.....	914.01
Topsoil.....	917.01
Mulch.....	917.04

Refer to Architectural plans and drawings for further information on additional materials required.

**613.03 CONSTRUCTION**

**613.03.01 General**

All work shall be performed in accordance with the plans and specifications, unless otherwise approved by the RE.

**613.03.02 Concrete Curb and Sidewalk**

Contractor shall construct concrete sidewalk in accordance with Section 606.03.02 and concrete curb in accordance with Section 607.03.02. Contractor shall construct a 2' wide asphalt repair strip adjacent to all concrete curb construction. Full depth pavement repair shall be in accordance with Section 401.03.03. Contractor shall furnish and install additional I-14 soil aggregate beneath the proposed improvements, as needed.

**613.03.03 Building and Door Entry Improvements**

Refer to Architectural drawings A100 thru A102 for specifications and more information regarding construction of these elements.

**613.03.04 CDBG Project Sign**

Contractor shall furnish and erect a CDBG project sign in accordance with the detail shown at the end of Appendix A. Sign shall be installed at the beginning of the project and shall be left in place until final completion and acceptance of the project work. No separate payment shall be made for the project sign but all associated costs shall be included in the lump sum price bid.

**613.04 MEASUREMENT AND PAYMENT**

<i>Item</i>	<i>Pay Unit</i>
ENTRY IMPROVEMENTS	LUMP SUM

All work associated with project as shown on the Plans and drawings, as specified herein, or as needed for a complete furnishing and installation of the proposed work shall be included under the lump sum price bid for ENTRY IMPROVEMENTS.

SHOP DRAWINGS OF ALL PRODUCTS AND MATERIALS SHALL BE SUBMITTED TO THE ARCHITECT / ENGINEER FOR APPROVAL PRIOR TO ORDERING AND INSTALLATION.

**DIVISION 700 – ELECTRICAL**  
**SECTION 701 – GENERAL ITEMS**

**701.03.01 Existing Systems**

THE FOLLOWING IS ADDED:

If new cable or wire is designated to be installed into existing conduit systems, clean and swab the conduit system prior to installing the cable or wire. After cleaning, test each conduit by pulling through a metal ball with a diameter at least 85 percent of the nominal inside diameter of the conduit to ensure the conduit is free of any obstruction or foreign material. If the ball fails to pass through the conduit, repair or replace the defective conduit as directed by the RE. Restore disturbed areas to original condition.

**701.04 Measurement and Payment**

REVISE THE FIFTH PARAGRAPH TO:

If restoration of disturbed areas includes pavement, curb, sidewalk, driveway, or island, the Department will make payment for such work.

REVISE THE SIXTH PARAGRAPH TO:

When the RE directs the installation of a new conduit or a repair to the defective conduit, the Department will make payment for this work.

REVISE THE SEVENTH PARAGRAPH TO:

When the RE directs the contractor to install a tracer wire in existing conduit, the Department will make payment for this work.

REVISE THE EIGHTH PARAGRAPH TO:

The Department will not include payment for restoring disturbed areas in the various items of this section. The Department will pay for restoring disturbed areas (pavement, curb, sidewalk, driveway, or island).

REVISE THE NINTH PARAGRAPH TO:

The Department will not include payment when the RE directs the installation of a new conduit or a repair to the defective conduit in the various items of this section. The Department will pay for the installation, when directed by the RE, of a new conduit or a repair to the defective conduit.

REVISE THE TENTH PARAGRAPH TO:

The Department will not include payment when the RE directs the installation of a tracer wire in existing conduit in the various items of this section. The Department will pay for the installation, when directed by the RE, of a tracer wire in existing conduit.

## DIVISION 900 – MATERIALS

### SECTION 902 – ASPHALT

#### 902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

***DETERMINATION OF CONFORMANCE TO THE VOLUMETRIC PROPERTIES BY SAMPLING AND TESTING AT THE HMA PLANT BY AN INDEPENDENT TESTING AGENCY AND/OR LABORATORY IS PREFERRED; HOWEVER, THE FOLLOWING CHANGES TO SUBSECTION 902.02.04 MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO DETERMINE CONFORMANCE TO THE SPECIFICATION REQUIREMENTS.***

#### 902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

**E. Acceptance of HMA.** Department may accept the HMA as specified in 902.02.04.A through 902-02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “[DS-8 HMA Testing Summary Report – State Aid](#)” provided on the [Local Aid Website](#) must be utilized by the Laboratory report their findings.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.

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**APPENDIX A: MANDATORY CDBG LANGUAGE,  
DOCUMENTATION AND FORMS**

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**(REQUIRED FORMS ENCLOSED HEREIN MUST BE SUBMITTED WITH BID)**



**MEETING FEDERAL LABOR STANDARDS**

**FOR**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**FUNDED PROJECTS**

**JOSEPH N. DI VINCENZO, JR**  
**Essex County Executive**

**CRAIG LOMBARDI**  
**Program Coordinator**

**Revised 4.15.21**

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## **INTRODUCTION**

**ESSEX COUNTY DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**  
**The Essex County Economic Development Center**  
**20 Crestmont Road, Verona, New Jersey 07044**  
**Tel (973) 655-0200 Fax (973) 655-0982**

This information packet has been prepared for the purpose of explaining the Federal Labor Standards Provisions as required by the Housing and Urban-Rural Recovery Act of 1983. In the following pages, the responsibilities and obligations of HUD, Title I recipients and contractors working on CDBG funded projects are detailed.

Included are explanations of the statutory provisions and sanctions, general terms and conditions, Labor Standards Provisions that should become part of the contract documents, and the Contractor Certification of Eligibility for all contractors.

In addition, actual forms, which must be utilized, will be made available. Although the regulations and procedures may initially appear to be complicated, the intent of this implementation process stresses prevention and, if carefully followed, should be effective in preventing labor standard violations and minimizing the impact of those which do occur.

Any questions occurring during project implementation should be addressed to the Program Monitor assigned to the project.

## SANCTIONS

The following sanctions are operable:

- A. Where the recipient's performance with respect to labor standards, administration, and enforcement is found not to be in conformance with the requirements of the Housing and Community Development Act of 1974 and the applicable implementing regulations of HUD, the provisions of Section 570:913 of the Regulations (Other remedies for noncompliance) are effective. Payments may be terminated, reduced, or otherwise limited.
- B. Violations of the Copeland Act by contractors could be the basis for termination of contract and could result in criminal prosecution by the Federal Government pursuant to 18 U.S.C. 874. Fraudulent execution of the requisite statements of compliance could result in prosecution under the False Information Act 18 U.S.C. 1001, 18 U.S.C. 1020, or 31 U.S.C. 231. The making of false statements is a felony.
- C. Violations of the Contract Work Hours and Safety Standards Act make the contractor and any subcontractor responsible and liable for unpaid wages and for liquidated damages to the United States in the Sum of \$10.00 per man per day for each violation. Intentional violations are a Federal misdemeanor, punishable for each and every offense by a fine of not more than \$1,000 or by imprisonment for not more than 6 months, or both. Violations may also be grounds for termination of contract.
- D. Violations of the Davis-Bacon Act may result in suspension of the project payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled. Violations may also result in contract termination, suspension, or debarment of the contractor or subcontractor.
- E. Debarment recommendations pursuant to 29 CFR Part 5.6 shall be made by the appropriate HUD area office director accompanied by substantiating material and forwarded to the Regional Administrator, Attention Labor Relations Officer for Review. In turn, subject recommendation with comment shall be referred to the Assistant to the Secretary for Labor Relations for review and submission to the Department of Labor for appropriate action.

## **REHABILITATION ACT OF 1973**

### **PUBLIC LAW 93-112**

#### **NONDISCRIMINATION UNDER FEDERAL GRANTS**

Sec. 504. No otherwise qualified handicapped individual in the United States, as defined in Section 7 (6), shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance.

Approved September 26, 1973.

See #5 of General Terms and Conditions - Architectural Barrier Act.



**DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT**

**DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

20 Crestmont Road  
Verona, New Jersey 07044  
Tel. (973) 655-0200  
Fax (973) 655-0982

**Joseph N. DiVincenzo, Jr.**  
Essex County Executive

**Anibal Ramos, Jr.**  
Department Director

**CONTRACTOR CERTIFICATION OF ELIGIBILITY**

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name of Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my 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).

No part of this contract shall be contracted 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).

The penalty for making false statement is prescribed in the US Criminal Code, 18USC 1001.

DATE: \_\_\_\_\_

PROJECT AND YEAR: \_\_\_\_\_

TOWN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT**

**DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

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Essex County Executive

**Anibal Ramos, Jr.**  
Department Director

**SUB CONTRACTOR CERTIFICATION OF ELIGIBILITY**

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name of Sub Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my 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).

The penalty for making a false statement is prescribed in the US Criminal Code, 18USC 1001.

PROJECT NAME: \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_

NATURE OF WORK TO BE PERFORMED: \_\_\_\_\_

WORKMEN WILL REPORT FOR WORK ON OR ABOUT \_\_\_\_\_

GENERAL CONTRACTORS NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# **CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS**

## **SUMMARY**

Listed below are the terms, conditions, and provisions, which must be followed for projects, funded in whole or in part with Community Development Funds. A more complete explanation of each requirement is to be found on the following pages.

## **GENERAL TERMS AND CONDITIONS**

1. Lead Base Paint Prohibition
2. Compliance with Air and Water Acts
3. Interest of Members of Congress
4. Interest of Members, Officers or Employees (present & former)
5. Architectural Barriers Act
6. Provisions for Training, Employment & Business Opportunities
7. Termination Contract for Cause
8. Termination for Convenience of Municipality/Borrowing Entity
9. Changes
10. Assignability
11. Reports and Information
12. Records and Audits
13. Copyright
14. Patent Rights
15. Compliance with Local Laws
16. Indemnification
17. Equal Employment Opportunity
18. Performance Bonds
19. Payment Bond
20. Bid Guarantee
21. Maintenance Bond



## **CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS**

### **General Terms and Conditions**

**1. LEAD BASE PAINT PROHIBITION:**

The use of lead base paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Base Paint Poisoning Prevention Act" 42 USC 4841 (3).

**2. COMPLIANCE WITH AIR AND WATER ACT:**

Contractors and sub grants of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act 33 USC 1251 et seq. as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

**3. INTEREST OF MEMBERS OF CONGRESS:**

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

**4. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:**

No member, officer, or employee of the County, Municipality, or the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

**5. ARCHITECTURAL BARRIERS ACT:**

The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped". (See 41 CFR 101 -19.603).

**6. PROVISIONS FOR TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:**

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170LU. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

B. Parties to this contract will comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

**7. TERMINATION OF CONTRACT FOR CAUSE:**

If through any cause, the contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the Municipality, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor, and the Municipality may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the contractor is determined.

**8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:**

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

**9. CHANGES**

The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this contract.

**10. ASSIGNABILITY**

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Municipality thereto: Provided, however, that claims for money due or to become due to contractor from the Municipality under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

**11. REPORTS AND INFORMATION:**

The contractor, at such times and in such forms as Essex County, the Secretary of HUD and/or the Municipality may require, shall furnish Essex County, the Department of HUD and/or the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this contract.

**12. RECORDS AND AUDITS:**

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Municipality, Essex County, or the Department of HUD to assure proper accounting for all project funds, both federal and nonfederal shares. These records will be made available for audit purposes to the Municipality, Essex County, or the Department of HUD, or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by both the Municipality, Essex County and Department of HUD.

**13. COPYRIGHT**

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

**14. PATENT RIGHTS**

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

**15. COMPLIANCE WITH LOCAL LAWS:**

The contractor shall comply with all applicable laws, ordinance, and codes of the State and Local Governments.

**16. INDEMNIFICATION**

The contractor shall indemnify and hold harmless the Municipality and its agents and employees from against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Municipality or any of its agents or employees by any employee of the contractor, any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

**17. EQUAL EMPLOYMENT OPPORTUNITY:**

A. This clause applies to contracts not exceeding \$10,000:

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

B. This Clause applies to contracts in excess of \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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 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 Equal Opportunity 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 or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his/her books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further 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.

7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 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 HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. A breach of Paragraph 1, 3, 4, 5, 6, and 7 may be grounds for termination of the contract and for debarment as provided in 20 CFR 5.6.

**18. PERFORMANCE BOND**

The contractor shall post a Performance Bond for 100% of the contract price.

**19. PAYMENT BOND**

The contractor shall post a payment bond for 100% of the contract price to assure payment of all persons supplying labor and materials in the execution of work provided for in the contract.

**20. BID GUARANTEE**

The contractor shall post a bid guarantee bond for 10% of the bid price as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

**21. MAINTENANCE BOND**

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.



## **New Jersey Department of Labor and Workforce Development**

### **Chapter 194, Laws of New Jersey, 2009, Relating to**

### **Employer Obligation to Maintain and Report Records**

### **Regarding Wages, Benefits, Taxes and Other Contributions and Assessments Pursuant to State Wage, Benefit and Tax Laws**

**Wage Payment Law** (N.J.S.A. 34:11-4.1 et seq.) and

**Wage and Hour Law** (N.J.S.A. 34:11-56a et seq.)

Each employer must keep a record of each employee which contains the following information:

1. The name of the employee;
2. The address of the employee;
3. The birth date of the employee if the employee is under the age of 18;
4. The total hours worked by the employee each day and each workweek\*;
5. The earnings of each employee, including the regular hourly wage, gross to net amounts with itemized deductions, and the basis on which wages are paid;
6. Regarding each employee who receives gratuities, the total gratuities received by the employee during the payroll week;
7. Regarding each employee who receives gratuities, daily or weekly reports completed by the employee containing the following information:
  - (a) the employee's name,
  - (b) the employee's address,
  - (c) the employee's social security number,
  - (d) the name and address of the employer,
  - (e) the calendar day or week covered by the report, and
  - (f) the total amount of gratuities received; and
8. Regarding each employee for whom the employer claims credit for food or lodging as a cash substitute for the employee who receives food or lodging supplied by the employer, information substantiating the cost of furnishing such food or lodgings, including but not limited to the nature and amount of any expenditures entering into the computation of the fair value of the food or lodging and the date required to compute the amount of the depreciated investment in any assets allocable to the furnishing of the lodgings, including the date of acquisition or construction, the original cost, the rate of depreciation and the total amount of accumulated depreciation on such assets.

The employer may use any system of time keeping provided that it is a complete, true and accurate record.

The employer must keep the wage and hour records described above for a period of six years.

The employer must keep the wage and hour records described above at the place of employment or in a central office in New Jersey.

\* This requirement does not apply with regard to those employees who are covered by the exceptions set forth at N.J.S.A. 34:11-4.6e and 34:11-56a20, which includes but is not limited to individuals employed in a bona fide executive, administrative, professional or outside sales capacity.

**Prevailing Wage Act** (N.J.S.A. 34:11-56.25 et seq.)

The Prevailing Wage Act applies to employers only under certain circumstances.

Specifically, it applies only when an employer enters into a contract in excess of the prevailing wage contract threshold amount for any public work (as the term “public work” is defined at N.J.S.A. 34:11-56.26) to which any public body is a party or for public work to be done on a property or premises owned by a public body or leased or to be leased by a public body.

Each public works contractor must submit to the public body or lessor which contracted for the public works project a certified payroll record containing the following employee information:

1. Name;
2. Address;
3. Social security number;
4. Craft or trade;
5. Actual hourly rate of pay;
6. Actual daily, overtime and weekly hours worked in each craft or trade;
7. Gross pay;
8. Itemized deductions;
9. Net pay paid to the employee;
10. Any fringe benefits paid to approved plans, funds or programs on behalf of employee; and
11. Fringe benefits paid in cash to the employee.

Each public works contractor must, within 10 days of payment of wages, submit the certified payroll record to the public body or the lessor which contracted for the public works project.

Each public works contractor which employs one or more apprentices on a public works project must maintain with its records written evidence that the apprentice or apprentices are registered in an approved apprenticeship program while performing work on the project.

**Unemployment Compensation Law** (N.J.S.A. 43:21-1 et seq.),  
**Temporary Disability Benefits Law** (N.J.S.A. 43:21-25 et seq.) and  
**Family Leave Insurance Benefits Law**, P.L. 2008, c. 17.

**Payroll records:** Each employing unit must maintain a record for each worker engaged in employment, which record must contain the following information about the worker:

1. Full name, address and social security number;
2. Total remuneration paid in each pay period showing separately cash, including commissions and bonuses; the cash value of all compensation in any medium other than cash; gratuities received regularly in the course of employment if reported by the employee, or if not so reported, the minimum wage rate prescribed under applicable laws of this State or of the United States, or the amount of remuneration actually received by the employee, whichever is higher, and service charges collected by the employer and distributed to workers in lieu of gratuities and tips;

3. An entry under the heading “special payments” of the amount of any special payments, such as bonuses and gifts, which have been paid during the pay period but which relate to employment in a prior period. The following shall be shown separately under this heading: cash payments, cash value of other remuneration, the nature of such payments, the period during which the services were performed for which special payments were payable;
4. The date hired, rehired and returned to work after temporary layoff;
5. The date separated from employment and the reason for separation;
6. Such information as may be necessary to determine remuneration on a calendar week basis; and
7. The number of base weeks (as the term “base week” is defined in N.J.S.A. 43:21-19(t)) and wages.

All records referred to in 1. through 7. above must be kept safe and readily accessible at the New Jersey place of business of the employing unit.

All records referred to in 1. through 7. above must be retained for the current calendar year and for the four preceding calendar years. Once an employer becomes inactive, the employer must keep all records referred to in 1. through 7. above for the subsequent six quarters.

**Wage reporting:** Each employer (other than employers of domestic service workers) must electronically file a WR-30, “Employer Report of Wages Paid,” with the Division of Revenue, within the Department of the Treasury, within 30 days after the end of each quarter. The WR-30 lists the name, social security number and wages paid to each employee and the number of base weeks worked by the employee during the calendar quarter.

Each employer of domestic service workers (as the term “domestic service worker” is defined at N.J.A.C. 12:16-13.7(b)) must file an annual, rather than quarterly, WR-30 with the Division of Revenue, within the Department of the Treasury.

**Contribution reporting:** Each employer (other than employers of domestic service workers) must electronically file an NJ-927, “Employer’s Quarterly Report,” with the Division of Revenue, within the Department of the Treasury, and remit the corresponding unemployment insurance, supplemental workforce fund, workforce development partnership fund, temporary disability insurance and family leave insurance contribution payments, within 30 days after the end of each quarter. The NJ-927 lists the total of all wages paid, the wages paid in excess of the taxable maximum, the taxable wages on which contributions are due, the number of workers employed during the pay period, the number of workers insured under a “private plan” for temporary disability insurance and the number of workers insured under a “private plan” for family leave insurance.

Each employer of domestic service workers (as the term “domestic service worker” is defined in N.J.A.C. 12:16-13.11(c)) must file an annual, rather than quarterly, NJ-927H, “Domestic Employer’s Annual Report,” with the Division of Revenue, within the Department of the Treasury.

**Temporary Disability Insurance and Family Leave Insurance information:** Each employer must retain all records pertaining to any election to discontinue a private plan for temporary disability insurance and/or family leave insurance benefits and must make such records available for inspection by the Division of Temporary Disability Insurance for a one-year period from the date that the private plan is terminated.

Each employer having a private plan for temporary disability insurance and/or family leave insurance must, within 10 days after the Division of Temporary Disability Insurance has mailed the employer a request for information with respect to a period of disability, furnish the Division with any information requested or known to the employer which may bear upon the eligibility of the claimant.

Each employer having two or more approved private plans in effect during a calendar half-year or any portion thereof must, on or before the 30th day following the close of the calendar half-year, file a report showing the amount of taxable wages paid during such calendar half-year to employees while covered under each such private plan.

Each employer who provides temporary disability insurance to its employees through a self-insured private plan must, for the six-month periods ending June 30 and December 31 of each calendar year during which the self insured private plan is in effect, file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the respective six-month period showing:

1. The number of claims received during the six-month period,
2. The number of claims accepted during the six-month period,
3. The amount of benefits paid during the six-month period, and
4. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligations under the plan.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for temporary disability insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of disability benefits,
2. The amount contributed by workers during that year,
3. The amount contributed by the employer during that year,
4. The amount of disability benefits paid during that year,
5. Direct cost of administration of the plan during that year, and
6. The number of employees covered by the plan as of December 31.

Each employer who provides family leave insurance to its employees through a self-insured private plan must for the one-year period ending December 31 of each calendar year during which a self-insured private plan is in effect file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the one-year period showing the following information with regard to each of the following types of claims: care of a sick child, care of a sick spouse, care of a sick domestic partner, care of a sick civil union partner, care of a sick parent, bonding by biological parent with a newborn child, bonding by domestic partner or civil union partner of biological parent with a newborn child, bonding by individual with newly adopted child:

1. The number of claims for family leave insurance benefits received during the one-year period,
2. The number of claims for family leave insurance benefits accepted during the one-year period,
3. The number of workers who received family leave insurance benefits during the one-year period,
4. The amount of family leave insurance benefits paid during the one-year period,

5. The average weekly family leave insurance benefit during the one-year period,
6. The amount of sick leave, vacation leave or other fully paid time, which resulted in reduced benefit Duration during the one-year period,
7. With regard solely to family leave insurance benefit claims to care for sick family members, the amount of intermittent family leave insurance benefits paid during the one-year period, and
8. The average duration of family leave insurance benefits, in days, during the one-year period.

The information reported in 1. through 8. above must be broken down by sex and by age group, beginning at 25 years and under and increasing in increments of 10.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for family leave insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of family leave insurance benefits,
2. The amount contributed by workers during that year,
3. The direct cost of administration of the plan during that year,
4. The number of employees covered by the plan as of December 31, and
5. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligation under the plan.

#### **Workers' Compensation Law (N.J.S.A. 34:15-1 et seq.)**

Upon the happening of an accident or the occurrence of any occupational disease, an employer who has insurance coverage or utilizes a third-party administrator shall promptly furnish the insurance carrier or the third-party administrator with accident or occupational disease information.

Within three weeks after an accident or upon knowledge of the occurrence of an occupational disease, every insurance carrier, third-party administrator, statutory non-insured employer, including the State, counties, municipalities and school districts, and duly authorized self-insured employer not utilizing a third-party administrator must file a report designated as "first notice of accident" in electronic data interchange media with the Division of Workers' Compensation through the Compensation Rating and Inspection Bureau in a format prescribed by the Compensation Rating and Inspection Bureau.

When filed by an insurance carrier or third-party administrator, the report must also be sent to the employer. If the employer disagrees with the report, the employer may prepare and sign an amended report and file the amended report with the insurance carrier or third-party administrator. The amended report must then be filed electronically with the Division through the Compensation Rating and Inspection Bureau.

Every insurance carrier providing workers' compensation insurance and every workers' compensation self-insured employer shall designate a contact person who is responsible for responding to issues concerning medical and temporary disability benefits where no claim petition has been filed or where a claim petition has not been answered. The full name, telephone number, mailing address, email address and fax number of the contact person must be submitted to the Division of Workers' Compensation utilizing the Division's contact person form in the manner instructed on the form.

Each employer, when directed to do so by the Division of Workers' Compensation, must submit to the Division of Workers' Compensation copies of such medical certificates and reports as it may have on file.

**Gross Income Tax Act** (N.J.S.A. 54A:1-1 et seq.)

**Employer's Quarterly Report:** The Employer's Quarterly Report, NJ-927, reports New Jersey Gross Income Tax withheld, unemployment insurance, supplemental workforce fund, workforce development partnership fund, family leave insurance and temporary disability insurance wage and withholding information.

Each employer is required to electronically file an Employer's Quarterly Report, NJ-927, for each calendar quarter, regardless of the amount of tax actually due for a particular quarter. Quarterly reports are due on the 30th day of the month following the end of each quarter.

Employers of "domestic service workers" may report and pay New Jersey Gross Income Tax withheld on an annual, rather than quarterly, basis on an NJ-927H.

**Records to be kept:** Every employer is required to keep all pertinent records available for inspection by authorized representatives of the New Jersey Division of Taxation. Such records must include the following:

1. The amounts and dates of all wage payments subject to New Jersey Gross Income Tax;
2. The names, addresses and occupations of employees receiving such payments;
3. The periods of their employment;
4. Their social security numbers;
5. Their withholding exemption certificates;
6. The employer's New Jersey Taxpayer Identification Number;
7. Record of weekly, monthly, quarterly remittances and/or returns and annual returns filed;
8. The dates and amounts of payments made; and
9. Days worked inside and outside of New Jersey for all nonresident employees.

## Contact Information

If an employee or an employee's authorized representative wishes to contact a State representative in order to provide information to or file a complaint with the representative regarding an employer's possible failure to meet any of the requirements set forth above, he or she may use the following contact information:

For possible failure to meet the record keeping or reporting requirements of the **Wage Payment Law, Wage and Hour Law or Prevailing Wage Act:**

Phone: 609-292-2305

E-mail: [wage.hour@dol.state.nj.us](mailto:wage.hour@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

P.O. Box 389

Trenton, NJ 08625-0389

For possible failure to meet the record keeping or reporting requirements of the **Unemployment Compensation Law, Temporary Disability Benefits Law or Family Leave Insurance Benefits Law:**

Phone: 609-292-2810

E-mail: [emplaccts@dol.state.nj.us](mailto:emplaccts@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development  
Division of Employer Accounts

P.O. Box 947

Trenton, NJ 08625-0947

For possible failure to meet the record keeping or reporting requirements of the **Workers' Compensation Law:**

Phone: 609-292-2515

E-mail: [dwc@dol.state.nj.us](mailto:dwc@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development  
Division of Workers' Compensation

P.O. Box 381

Trenton, NJ 08625-0381

For possible failure to meet the record keeping or reporting requirements of **Gross Income Tax Act:**

Phone: 609-292-6400

E-mail: [nj.taxation@treas.state.nj.us](mailto:nj.taxation@treas.state.nj.us)

Mail: New Jersey Department of the Treasury  
Division of Taxation

Information and Publications Branch

P.O. Box 281

Trenton, NJ 08625-0281



This notice must be conspicuously posted. Not later than December 7, 2011, each employee must also be provided a written copy of the notice or, for employees hired after November 7, 2011, a written copy of the notice must be provided at the time of the employee's hiring. See N.J.A.C. 12:2-1.3 for alternate methods of posting and distribution by electronic means.

# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects

### MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Essex County  
Division of Housing and Community Development  
Sal Carnovale , Program Monitor  
Tel. (973) 655-0200 Fax (973) 655-0982

Or you may contact the nearest office of the Wage and Hour Division., U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under. U.S. Department of Labor / Employment Standards Administration



# New Jersey Department of Labor and Workforce Development

To be posted in a conspicuous place

## Chapter 173, Laws of New Jersey, 1965: Relating to Payment of Wages

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### All Employers Must Pay Wages to All Employees in Full at Least Twice a Calendar Month.

Executive and supervisory employees, however, may be paid at least once a calendar month.

Payment shall be made on regular paydays designated in advance.

When a payday falls on a non-work day, payment shall be made on the immediately preceding work day, unless otherwise provided for in a collective bargaining agreement.

The end of the pay period for which payment is made on a regular payday shall be not more than 10 working days before such regular payday.

If payment is by check, suitable arrangements must be made for cashing the check without difficulty and for the full amount.

- Employees leaving or terminated for any reason, including labor disputes, shall be paid all wages due not later than the regular payday for the period in which the termination occurred.
- An additional 10 days may be allowed in the event of a labor dispute involving payroll employees.
- Employees paid on an incentive system shall be paid a reasonable approximation of wages due until exact amounts can be computed.
- Payment may be made through regular pay channels or by mail if requested by the employee.

It shall be unlawful to make any agreement for payment other than as provided in this act, except to pay at shorter intervals or to pay wages in advance.

Wages due a deceased employee may be paid to the survivors in the order of preference as outlined in the statute.

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### No Deductions Shall Be Made From Employees' Wages Except:

Amounts authorized by New Jersey or United States Law or payments to correct payroll errors.

Contributions or payments authorized by employees either in writing or under a collective bargaining agreement for:

Employee welfare • insurance • hospitalization • medical or surgical or both • pension • retirement • profit-sharing plans • plans establishing individual retirement annuities on a group or individual basis • individual retirement accounts at any State or federally chartered bank, savings bank, or savings and loan association • company-operated thrift plans • security option or security purchase plans to buy marketable securities • employee personal savings accounts such as a credit union, savings fund society, savings and loan or building and loan association • Christmas, vacation or other savings funds.

Purchase of company products or employer loans in accordance with a periodic payment schedule contained in the original purchase or loan agreement • safety equipment • U.S. government bonds • costs and fees to replace employee identification for access to sterile or secured areas of airports • contributions for organized and recognized charities • rental of work clothing or uniforms or for laundering or dry cleaning of work clothing or uniforms • labor union dues and fees • health club membership fees • child care services.

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### All Employers Shall:

Notify employees at time of hiring the rate of pay and the regular payday.

Notify employees of changes in pay rates or paydays prior to the changes.

Furnish each employee with statement of deductions each pay period.

Make and keep records for employees, including wages and hours, and make such records available for inspection.

Provide employees at time of hiring a required notice (form number MW-400) describing the employer's obligation to maintain and report records regarding wages, benefits, taxes and other contributions and assessments.

**The Commissioner of Labor and Workforce Development shall enforce and administer the provisions of this act and the Commissioner or an authorized representative shall have the power to make all necessary inspections of establishments and records.**

Any employer who knowingly and willfully violates any provision of this act shall be guilty of a disorderly persons offense and upon conviction shall be punished by a fine of not less than \$100 nor more than \$1,000. Each day during which any violation of this act continues shall constitute a separate and distinct offense.

As an alternative to or in addition to any other sanctions provided by law for violations, the Commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$250 for a first violation and up to a maximum of \$500 for each subsequent violation.

The employer shall also pay the Commissioner an administrative fee equal to not less than 10% or more than 25% of any payment due to employees.

The Commissioner may, after affording the employer or successor firm notice and an opportunity for a hearing in accordance with the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), issue a written determination directing any appropriate agency to suspend any one or more licenses that are held by the employer or successor firm, for a period of time determined by the Commissioner.

**Please Note:** The Division of Wage and Hour Compliance does not investigate or inquire into the legal status of any worker. The Division applies New Jersey's labor laws without regard to a worker's legal status. The Division does not share information with "Immigration".

Enforced by:

New Jersey Department of  
Labor and Workforce Development  
Division of Wage and Hour Compliance  
PO Box 389  
Trenton, New Jersey 08625-0389  
(609) 292-2305

Additional copies of this poster or any other required poster may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Office of Constituent Relations, PO Box 110, Trenton, New Jersey 08625-0110, 609/777-3200.  
If you need this document in braille or large print, call 609/292-2305. TTY users can contact this department through New Jersey Relay 7-1-1.



MW-17 (R-10-13)

# Conscientious Employee Protection Act “Whistleblower Act”

## Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
  - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
  - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
  - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
    - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
    - (2) is fraudulent or criminal; or
    - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

### CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

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

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

Telephone Number: \_\_\_\_\_

## ***This notice must be conspicuously displayed.***

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.

# La Ley de protección al empleado consciente

## “Ley de protección del denunciante”

### Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
  - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
  - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
  - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
    - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
    - (2) es fraudulenta o delictiva; o
    - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

#### Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al parágrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_

### ***Este aviso se debe exponer a la vista de todos.***

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.

# New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act (“NJ SAFE Act”), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee’s child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee’s child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee’s entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

***This notice must be conspicuously displayed.***



# Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

*New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.*

## FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at [www.eeoc.gov](http://www.eeoc.gov).

## NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at [www.njcivilrights.gov](http://www.njcivilrights.gov). For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

***This notice must be conspicuously displayed.***



## Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.  
I have read it and I understand it.

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

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date





# Derecho a estar exento de desigualdad o discriminación de género con respecto al pago, la remuneración, los beneficios o cualquier otro término o condición de empleo

*Las leyes de New Jersey y federales prohíben a los empleadores discriminar contra cualquier persona con respecto a su pago, remuneración, beneficios o cualquier otro término, condición o privilegio de empleo debido a su género.*

## LEYES FEDERALES

El Título VII de la Ley de Derechos Civiles de 1964 prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones acordes al Título VII deben ser presentadas ante la Comisión de Igualdad de Oportunidades en el Empleo de los Estados Unidos (EEOC, por sus siglas en inglés) antes de que puedan ser presentadas ante un tribunal. Entre los recursos legales conforme al Título VII están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

La Ley de Igualdad Salarial de 1963 (EPA, por sus siglas en inglés) prohíbe la discriminación con respecto a la remuneración basado en el género de la persona. Las reclamaciones acordes a EPA se pueden presentar ya sea ante la EEOC o directamente ante los tribunales. Entre los recursos legales conforme a EPA están: la retribución de las sumas de salarios o sueldos que el empleador deba, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tener en cuenta que para que una reclamación por desigualdad de remuneración basado en el género proceda conforme a la EPA, tiene que ser por el mismo tipo de trabajo en empleos en los que su rendimiento exija las mismas destrezas, el mismo esfuerzo y las mismas responsabilidades, las cuales se realizan en las mismas condiciones de trabajo.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información, comuníquese con la EEOC, llamando al 800-669-4000 o en [www.eeoc.gov](http://www.eeoc.gov).

## LEYES DE NEW JERSEY

La Ley contra la Discriminación en New Jersey (LAD, por sus siglas en inglés) prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones conforme a LAD se pueden presentar a la División de Derechos Civiles de New Jersey (NJDCR, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a LAD están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

Otra ley estatal, N.J.S.A. 34:11-56.1 y siguientes, también prohíbe la discriminación respecto a la tasa salarial o el método de pago de salarios al empleado debido a su género. Las reclamaciones conforme a esta ley contra la discriminación con respecto a los salarios se pueden presentar ante el Departamento de Trabajo y Desarrollo de la Fuerza Laboral de New Jersey (NJDLWD, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a esta ley están: la retribución de las sumas de salarios o sueldos que le deben, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tenga en cuenta que conforme a la ley estatal contra la discriminación con respecto a los salarios, no se considera discriminación el hecho de que exista un diferencial salarial entre los empleados basado en otros factores razonables que no sean el género de la persona.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información relacionada con las reclamaciones conforme a LAD, comuníquese con NJDCR, llamando al 609-292-4605 o en [www.njcivilrights.gov](http://www.njcivilrights.gov). Para obtener información acerca de N.J.S.A. 34:11-56.1 y siguientes, comuníquese con la División de Cumplimiento de Horarios y Salarios (DWHC), del NJDLWD, llamando al 609-292-2305 o en <http://lwd.state.nj.us>.

***Este aviso se debe exponer a la vista de todos.***



## Acuse de recibo de la notificación de igualdad de género

Recibí una copia de la notificación de igualdad de género en la fecha que aparece a continuación.  
Lo he leído y lo entiendo.

\_\_\_\_\_  
Nombre (firma)

\_\_\_\_\_  
Nombre (en letra de molde)

\_\_\_\_\_  
Fecha







# Job Safety and Health IT'S THE LAW!

## All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

*This poster is available free from OSHA.*

**Contact OSHA. We can help.**

## Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Departamento de Trabajo  
de los EE. UU.



# Seguridad y Salud en el Trabajo

## ¡ES LA LEY!

### Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

*Este cartel está disponible de la OSHA para gratis.*

**Llame OSHA. Podemos ayudar.**

### Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



# JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Provisions of the Act include the following:

## Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

## Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

## Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

## Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discriminatory action.

## Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

## Proposed Penalty

The Act provides for mandatory penalties against employers of up to \$1,000 for each serious violation and for optional penalties of up to \$1,000 for each nonserious violation. Penalties of up to \$1,000 per day may be proposed for failure to correct violations within the proposed time period. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$10,000 for each such violation.

There are also provisions for criminal penalties. Any willful violation resulting in death of an employee, upon conviction, is punishable by a fine of up to \$250,000 (or \$500,000 if the employer is a corporation), or by imprisonment for up to six months, or both. A second conviction of an employer doubles the possible term of imprisonment.

## Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

OSHA has published Safety and Health Program Management Guidelines to assist employers in establishing or perfecting programs to prevent or control employee exposure to workplace hazards. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

## Consultation

Free assistance in identifying and correcting hazards and in improving safety and health management is available to employers, without citation or penalty, through OSHA-supported programs in each State. These programs are usually administered by the State Labor or Health department or a State university.

## Posting Instructions

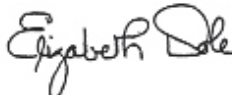
Employers in States operating OSHA approved State Plans should obtain and post the State's equivalent poster.

*Under provisions of Title 29, Code of Federal Regulations, Part 1903.2(a)(1) employers must post this notice (or facsimile) in a conspicuous place where notices to employees are customarily posted.*

## More Information

Additional information and copies of the Act, specific OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Atlanta	(404) 347-3573
Boston	(617) 565-7164
Chicago	(312) 353-2220
Dallas	(214) 767-4731
Denver	(303) 844-3061
Kansas	(816) 426-5861
New York	(212) 337-2325
Philadelphia	(215) 596-1201
San Francisco	(415) 995-5672
Seattle	(206) 442-5930

  
Elizabeth Dole, Secretary of Labor

Washington, D.C.  
1989 (Revised)  
OSHA 2203

**U.S. Department of Labor**

Occupational Safety and Health Administration





## BIDDERS NOTICE

### STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, DUNS AND SAM NUMBERS

The contract governing this work is funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis- Bacon Act is applicable to the contracted work. Accordingly, the contractor must abide by the provisions of the Federal Labor Standards, which are included as a part of the conditions of the contract.

All bidders must submit their DUNS number (Data Universal Numbering System) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a DUNS and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable DUNS and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

**DUNS #:** \_\_\_\_\_ **SAM CAGE CODE #** \_\_\_\_\_

## **e-snaps Resource Document –DUNS Number and SAM**

This document provides instructions on how to obtain a Data Universal Numbering System (DUNS) Number and register with the System for Award Management (SAM). All Collaborative Applicants and Project Applicants must have a Data Universal Numbering System (DUNS) Number, and all Project Applicants (including Collaborative Applicants applying for CoC planning funds) must register with the System for Award Management (SAM).

### **DUNS Number**

A DUNS Number, assigned by the company Dun & Bradstreet, is required when submitting any application for Federal funds. If your organization does not already have a DUNS Number, please visit the Dun & Bradstreet website at [www.dnb.com](http://www.dnb.com) or call 1-800-700-2733. The process of obtaining a DUNS Number is free of charge and should take less than 15 minutes.

Most organizations will have a 9-digit DUNS Number. Larger organizations that have multiple departments might already use 4-digit extensions on the DUNS Numbers to distinguish between the various offices with the organization. For example, if a State DUNS Number is 123456789, the Housing, Health, and Transportation Departments should all have different 4-digit extensions, especially since these departments might have different addresses and contact personnel. The 13-digit numbers would look like 123456789-1234. In e-snaps, however, the hyphen is NOT entered.

### **SAM**

All Project Applicants must be registered with the System for Award Management (SAM). HUD will not issue a grant agreement for awarded funds to a project applicant until an active SAM registration is verified.

Please visit the System for Award Management website, [www.SAM.gov](http://www.SAM.gov) to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry.

The website has detailed instructions and user guides to assist in registering your organization.

There is no fee for registering with SAM.

**ESSEX COUNTY  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

**CONTRACTOR CLEARANCE REQUIREMENTS**

To be completed by all Bidders on Community Development Block Grant Projects

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**IRS TAX ID:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_ **SAM CAGE CODE #** \_\_\_\_\_

**PRINCIPALS**

	<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>SOC SEC #</u>
1.				
2.				
3.				

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Signature**

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

**DATE:** \_\_\_\_\_ **PROJECT:** \_\_\_\_\_

## AFFIRMATIVE ACTION PLAN

The employment policies and practices of \_\_\_\_\_ (hereinafter referred to as the Agency) are to recruit and to hire employees without discrimination because of race, religion, color, sex, age and national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Agency submits this Plan to assure compliance with Title VI of the Civil Rights Act of 1964, or Title VII, as amended in March 1972, whichever is applicable to the Agency, grant conditions and other provisions in OEO grants requiring non-discrimination in employment in all programs funded by OEO and Executive Order #11246 (where applicable), and/or other subsequent orders that may pertain to this program; and, to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

This Agency agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens without regard to race, religion, color, sex, age and national origin.

This Agency further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons to seek opportunities with the Agency and to strive for advancement of this basis.

\_\_\_\_\_  
Signature of Agency Officer

P.L. 1975, C. 127 – Affirmative Action

CHECK THE BOX

- ( ) Fifty (50) or more employees in the entire firm or corporation  
( ) Less than fifty (50) employees in the entire firm or corporation

For Firms of Fifty (50) or More Employees: An Employee Information Report (Form AA302) must be completed and returned to the (City, Town, Borough, Township) within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An Affirmative Action Plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of New Jersey Affirmative Action Certificate of Approvals in the space provided.

For Firms of Less than Fifty (50) Employees: Vendors of less than fifty (50) employees are required to complete and return with bid an Affidavit of Affirmative Action, (see enclosed Exhibit). If during the term of contract the firm's workforce increases to fifty (50) or more employees, the public agency shall be notified. At this time, an Employee information Report (AA302) must be completed and returned to the (City, Town, Borough, Township).

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS.

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

\_\_\_\_\_ A Federal Certificate of Approval has been received  
(Proof of this will be required at the time of award)

\_\_\_\_\_ A New Jersey Affirmative Action Certificate of Approval has been received. The number is \_\_\_\_\_ (Proof of this will be required at the time of award)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ BID IDENTIFICATION: \_\_\_\_\_

NOTE: IF YOU ARE THE SUCCESSFUL BIDDER, YOUR FIRM IS REQUIRED TO PROVIDE THE ABOVE







# HIGHLIGHTS OF HUD'S PROPOSED RULE

## AMENDING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968



### What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs training, and contracts are provided to local low-income residents, particularly those that reside in public housing, and businesses that substantially employ them.

### Why is HUD Publishing a Proposed Rule to Amend the Current Section 3 Regulation?

The current Section 3 regulation at 24 CFR § 135 is vague in areas that have proved to be confusing and lead to differing interpretations. The Section 3 proposed rule seeks to: 1) clarify obligations for PHAs and other grantees; 2) incorporate HUD programs that have been created since the publication of the current regulation; and 3) codifies "best practices" that have proved successful for providing employment and contracting opportunities.

### What is the Status of the Section 3 Proposed Rule?

On [insert date] the Section 3 Proposed Rule was published in the Federal Register for a 60 day public comment period. To review the Section 3 Proposed Rule or provide public comments, please visit: [www.huduser.org/portal/economicOpportunities.html](http://www.huduser.org/portal/economicOpportunities.html)

All comments must be received by: May 26, 2015

### What Are the Major Highlights of the Section 3 Proposed Rule?

The Section 3 Proposed Rule:

1. Establishes clearer guidelines for achieving compliance "to the greatest extent feasible".
2. Requires "new hires" to work a minimum percentage of hours.
3. Revises the definition of a "Section 3 Business".
4. Sets a new funding threshold for non-PHA grantees.
5. Removes the 3% minimum numerical goal for non-construction contracts.
6. Requires PHAs and other grantees to monitor contractor payroll data.
7. Mandates reference to Section 3 requirements in Project Labor Agreements.
8. Incentivizes job retention and the provision of apprenticeship opportunities for Section 3 residents.
9. Allows grantees to accept self-certifications or presume eligibility.
10. Imposes penalties for failure to submit Section 3 annual reports.
11. Imposes program sanctions on PHAs and grantees that fail to comply.
12. Stipulates that relief may possibly be provided to aggrieved entities.

### How Do I Find Out More Information About Section 3?

Please visit: [www.hud.gov/section3](http://www.hud.gov/section3)

potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: [www.hud.gov/Sec3biz](http://www.hud.gov/Sec3biz)

## SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: [www.hud.gov/Section3](http://www.hud.gov/Section3)



U.S. Department of Housing and Urban Development



8804

[www.hud.gov/Section3](http://www.hud.gov/Section3)

HUD Form 972-English



# HUD SECTION 3 BUSINESS REGISTRY

Register Your Business!





## WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit [www.hud.gov/section3](http://www.hud.gov/section3) for more information on the requirements of Section 3.

## WHAT IS A SECTION 3 BUSINESS?

*If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:*

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

## WHO ARE SECTION 3 RESIDENTS?

*If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:*

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

*To determine income eligibility in your community visit: <http://www.huduser.org/portal/datasets/il.html>*

## WHAT IS THE SECTION 3 BUSINESS REGISTRY?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

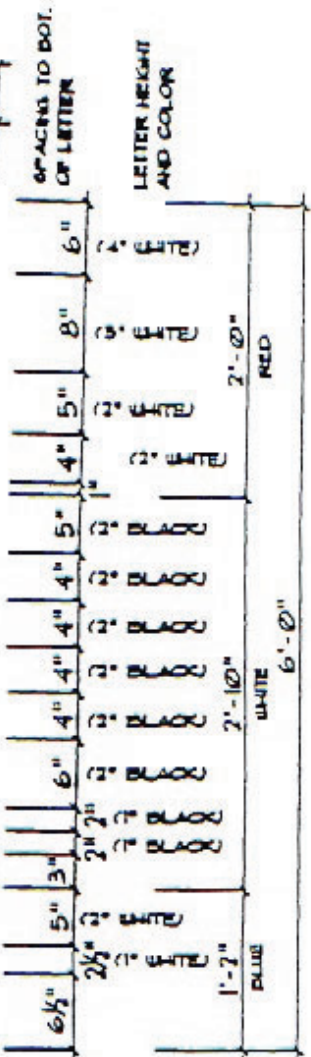
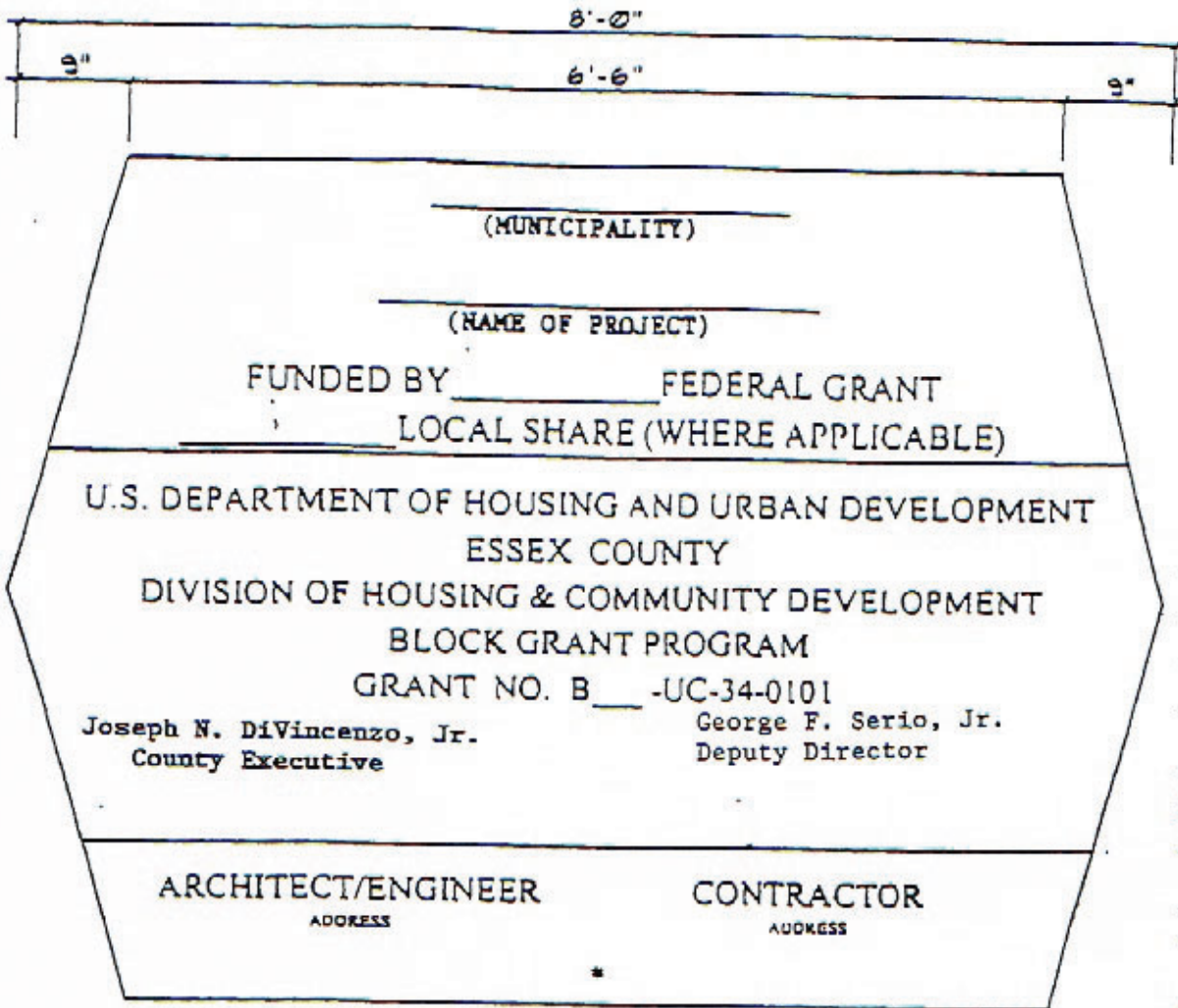


The Section 3 Business Registry will be used by Public Housing Authorities (PHAs); State, County, and local government agencies; property owners; developers; contractors; and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

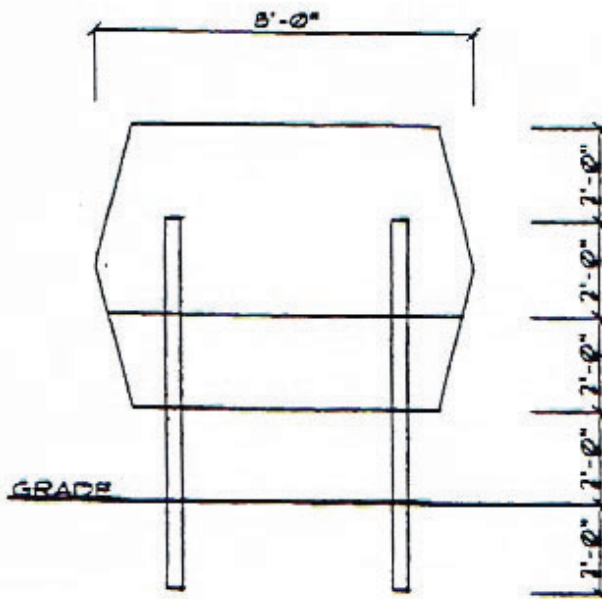
HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at [sec3biz@hud.gov](mailto:sec3biz@hud.gov) if you believe firms in HUD's Section 3 Business Registry have

*continued*



\* INCLUDE LOCAL OFFICIALS IF DESIRED



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## **APPENDIX B: PREVAILING WAGE RATES**

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# Notice

## TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992, Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

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

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project; that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, ancestry, national origin, or handicap; that a mandatory ratio of apprentices and trainees to journeymen is required in each craft and the Contractor (and any subcontractors) is obliged to make a "diligent effort" to achieve these ratios; and that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and must to the greatest extent feasible utilize project area businesses located in or owned in substantial part by project area residents (Section 3 requirements).

The most current Wage Rate Determination can be found at:  
<http://www.wdol.gov>.

"General Decision Number: NJ20210002 01/01/2021

Superseded General Decision Number: NJ20200002

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

#### HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/01/2021

BRNJ0002-005 11/01/2019

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and



Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 43.56	32.50

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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BRNJ0002-006 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
Bricklayer.....	\$ 43.56	32.50

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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BRNJ0002-008 11/01/2019

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

Cement mason:  
 Epoxy, acid and latex work: \$.50 per hour additional.

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 BRNJ0002-009 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along

Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

Cement mason:  
Epoxy, acid and latex work: \$.50 per hour additional.

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CARP0006-008 11/01/2018

	Rates	Fringes
CARPENTER.....	\$ 49.51	57%

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CARP1556-001 05/01/2020

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 48.50	47.81

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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ELEC0102-001 05/28/2018

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

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

Line construction:

High-tension pipe-type  
cable installation:

Cable splicer.....	\$ 61.82	55.75%
Ground person.....	\$ 33.72	55.75%
Groundman.....	\$ 33.72	55.75%
Line technician; equipment operator; x-ray technician; equipment repair person; equipment service person; hole- digging equipment operator; truck with winch or pole and steel hand; truck without winch..	\$ 56.20	55.75%
Line technician-welder.....	\$ 59.01	55.75%
All other work:		
Cable splicer.....	\$ 61.82	55.75%
Groundman.....	\$ 33.72	55.75%
Line technician; equipment operator.....	\$ 56.20	55.75%
Line technician-welder.....	\$ 59.01	55.75%

Work with, or the removal of, asbestos materials: 112% times  
the journeyman rate.

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ELEC0102-002 06/03/2019

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem;  
Boroughs of Bloomsbury and Califon; Town of Clinton; Township  
of Clinton; Township of Delaware (west of a line following  
County Route 523 from the Delaware River north to the Raritan  
Township line); Township of East Amwell (east of State Hwy.  
31); Township of Franklin; Boroughs of Frenchtown, Glen  
Gardner, Hampton and High Bridge; Townships of Holland and  
Kingwood; Borough of Lebanon; Township of Lebanon; Borough of  
Milford; Township of Raritan (east of State Hwy. 31 and north  
of County Route 523); Townships of Readington, Tewksbury and  
Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not  
include the Township of Franklin east of a line following Cedar  
Grove Lane from the Raritan River, in a southwesterly  
direction, to the Millstone Branch of the Pennsylvania  
Railroad; then, west along the railroad to the Delaware and  
Raritan Canal; then, south along the canal to the Middlesex  
County line; does not include the Township of Montgomery west  
and south of a line following U.S. Hwy. 206 (formerly State  
Hwy. 31) north from the Mercer County line to Harlingen Rd.;  
then, west along Harlingen Rd. and the Dutchtown-Zion road to  
the Hillsborough township line); SUSSEX, UNION AND WARREN  
COUNTIES:

Rates Fringes

Electricians:

All other work:		
Cable Splicer.....	\$ 63.04	56.75%
Electrician.....	\$ 57.31	56.75%

Work forty ft. or more above the ground or protective rigging  
(does not apply to pole work, or to use of a manlift or  
high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times  
the journeyman rate.

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 ELEC0164-002 06/03/2019

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Electricians:		
Electrician.....	\$ 55.64	61.5%
All other work:		
Cable splicer.....	\$ 63.10	61.5%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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 ELEC0164-010 06/03/2019

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	\$ 63.10	61.5%
Groundman (includes empty conduit installations on roadways).....	\$ 30.75	54%
Layout Man.....	\$ 50.03	54%
Lineman; lineman-welder; x-ray technician; equipment repairman; equipment serviceman.....	\$ 45.90	54%

Work on live wires of 440 or 480 volts: 10% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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 ELEC0269-010 07/06/2020

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

Rates	Fringes
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Electrician.....\$ 51.71 64.70%

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 ELEC0269-013 10/01/2017

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

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%

-----  
 ELEC0456-001 05/28/2018

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

Rates Fringes

Electricians:		
Cable splicer.....	\$ 59.29	68.25%
Electrician.....	\$ 51.56	68.25%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

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 ELEC0456-002 05/28/2018

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in

a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer.....	\$ 59.47	67.75%
Crane Operator.....	\$ 59.47	67.75%
Groundman (when installing conduit on public roadways).....	\$ 31.03	67.75%
Groundman; winch operator..	\$ 50.92	67.75%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck operator without winch.....	\$ 51.71	67.75%
All other work:		
Cable splicer.....	\$ 59.46	67.75%
Crane Operator.....	\$ 58.44	67.75%
Line technician.....	\$ 51.71	67.75%
winch operator.....	\$ 50.92	67.75%

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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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ENGI0825-009 07/01/2018

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45



GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45
GROUP 6.....	\$ 43.84	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; guniting 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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 \* IRON0011-002 07/01/2020

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 43.14	46.77
Structural.....	\$ 45.44	46.77

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IRON0036-003 07/01/2012

WARREN COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 34.05	24.00

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IRON0068-004 07/01/2016

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	\$ 44.55	20.88

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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LAB00172-005 09/01/2018

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 40.00	29.80
GROUP 2.....	\$ 40.70	29.80
GROUP 3.....	\$ 40.95	29.80
GROUP 4.....	\$ 44.50	29.80

**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 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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LAB00172-006 03/01/2019

MIDDLESEX COUNTY (south of the Raritan River):

	Rates	Fringes
Laborers:		
ASPHALT WORK:		
GROUP 1.....	\$ 41.50	31.00
GROUP 2.....	\$ 42.20	31.00
GROUP 3.....	\$ 42.45	31.00
GROUP 4.....	\$ 46.00	31.00

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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PAIN0711-009 05/01/2017

	Rates	Fringes
Painters:		
Work on bridges (all bridges that span major waterways, railroad bridges, bridges over		

canyons, overpasses).....\$ 54.13 27.12

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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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PLAS0029-001 05/01/2020

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND  
WARREN COUNTIES:

Rates Fringes

CEMENT MASON.....\$ 48.80 27.90

Cement masons:

Work on suspended staging, not supported from the ground:  
\$.50 per hour additional.

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PLAS0592-030 05/01/2018

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

Rates Fringes

Cement mason.....\$ 42.09 32.82

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TEAM0408-001 05/01/2018

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

Rates Fringes

Truck drivers:

Group 1.....\$ 37.51 35.38  
Group 2.....\$ 37.41 35.38  
Group 3.....\$ 37.31 35.38  
Group 4.....\$ 37.26 35.38

a. Employer contributes \$1472.15 per month per worker for  
health and welfare.

Hazardous waste removal work, 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.

Hazardous waste removal work, where the worker is working in  
a hazardous waste site, in a zone requiring Level A  
personal protection for any of the workers: \$3.00 per hour  
additional.

Hazardous waste removal work, 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; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types 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 types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, 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 hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master 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; on-site repair shop

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TEAM0469-001 05/01/2020

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south of Wood Ave.); WARREN COUNTY:

	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, 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.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, 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; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday falls.

#### DEFINITION OF GROUPS:

##### GROUP 1:

Winch trailer driver

##### GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types 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 types of vehicle

##### GROUP 3:

Driver on straight three-axle materials: truck and float

##### GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, 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 hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck;



utility truck; tack truck; lift truuk; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master 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; on-site repair shop

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TEAM0560-001 05/01/2018

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 37.25	35.38
Group 2.....	\$ 37.30	35.38
Group 3.....	\$ 37.40	35.38
Group 4.....	\$ 37.50	35.38

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, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: \$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; provided that the employee has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; 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 hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit);

skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master 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; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: 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 types of vehicle

GROUP 4:

Winch trailer driver

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

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## **APPENDIX C: PUBLIC UTILITIES**

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**Revised: 6/19**

**BOROUGH OF ROSELAND  
PUBLIC UTILITIES**

The following is a list of all corporations, companies, agencies or municipalities owning or controlling the utilities in the vicinity of the project site, and the name, address and telephone number of their local representatives:

**Water**

Essex Fells Water Department  
Borough of Roseland  
255 Roseland Avenue  
Essex Fells, NJ 07021

**Gas**

Public Service Electric and Gas  
150 How Lane  
New Brunswick, NJ 08903  
Attn: Layout Supervisor

**Electric**

Public Service Electric and Gas  
80 Park Plaza  
Newark, NJ 07102

**Telephone**

Verizon  
6000 Hadley Rd  
South Plainfield, New Jersey 07080  
Attn: Thomas A. Gorman  
Tel: 973-925-2053  
**Email: [thomas.a.gorman@verizon.com](mailto:thomas.a.gorman@verizon.com)**

**Sewer**

Borough of Roseland  
Department of Public Works  
300 Eagle Rock Avenue  
Roseland, NJ 07068

**Storm**

Borough of Roseland  
Department of Public Works  
300 Eagle Rock Avenue  
Roseland, NJ 07068

**Cable**

Comcast  
800 Rahway Avenue  
Union, NJ 07083

Notification of major utilities for markout may be accomplished by calling Garden State Underground Location Service at 1-800-272-1000.

## **PSE&G's PROCEDURE FOR RESETTING OR REPLACING OF MANHOLE FRAMES AND COVERS.**

Please be advised that the following steps need to be maintained in order to meet local milling and paving schedules.

Once the contract has been awarded, your contractor should:

- Contact Public Service Electric & Gas (Engineering) 4 to 6 weeks prior to milling to discuss the scope of the project. Sufficient lead-time is essential in obtaining materials and coordinating schedules between PSE&G and local paving projects.
- Provide milling schedule. Project specific dates are required in hard copy.
- Conduct a walk through with job sponsor to identify resets and/or replacements. Please be advised that the final decision to replace facilities due to its condition resides with PSE&G.
- Provide reset elevations to PSE&G's contractor.

Once this information is received, the PSE&G job sponsor will order material (if required) in accordance with vendors lead time and schedule our contractor to complete manhole resets or replacements immediately following the milling process.

The successful contractor should proceed with care; damage to existing facilities or debris contaminating PSE&G manholes and or transformer vaults will be repaired or remedied at the contractor's expense.

Please be aware of the Underground Facilities Protection Act, codified NJSA 48:2-73 to 91, which requires contractors to notify "New Jersey One-Call" for utility markout "New Jersey One Call" Can be reached at 1-800-272-1000. PSE&G's contractor cannot begin work until four (4) business days after the markout request.

Please bring to the successful contractor's attention in New Jersey High Voltage Proximity Act, codified at N.J.S.A. 34:6-47.1 to 47.10, concerning precautions to be taken when working the proximity of high voltage wires.

In addition, we would also recommend that the contractor review the requirements for operators of construction equipment under the Occupational Safety and Health Act of 1970 (OSHA) and of Subpart "N", Paragraph 1926.550 of the Rules and Regulations issued thereunder and codified at 29 CFR 1926.550, which, in part, requires different working clearance than the State Law.

If you should have any questions, please contact me at (201) 330-6629 or [Richard.dwyer@pseg.com](mailto:Richard.dwyer@pseg.com).



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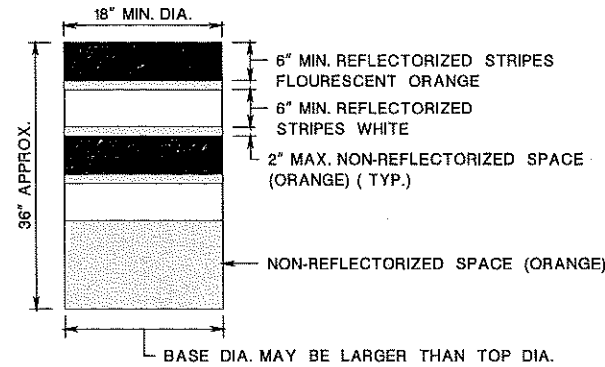
**APPENDIX D: STANDARD CONSTRUCTION DETAILS**

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ENSURE DRUMS ARE MADE OF ORANGE PLASTIC WITH A MINIMUM OF FOUR ALTERNATE FLUORESCENT ORANGE AND WHITE RETROREFLECTIVE STRIPES. IF THERE ARE NON-REFLECTORIZED SPACES BETWEEN THE STRIPES, THEY ARE TO BE NO MORE THAN 2" WIDE. ENSURE RETROREFLECTIVE SHEETING FOR STRIPES CONFORMS WITH ASTM D4956 TYPE VII OR VIII WITH S2 REQUIREMENTS.

ENSURE THE TOP OF THE DRUM IS NOT OPEN. CONSTRUCT DRUMS TO INHIBIT ROLLING IF KNOCKED OVER.

ENSURE THE REFLECTORIZED AREA OF DRUMS IS ROUND EXCEPT OTHER SHAPES, WHICH PROVIDE THE SAME VISIBILITY AS AN 18 INCH DIAMETER ROUND DRUM REGARDLESS OF ORIENTATION, MAY BE USED.



WHEN BALLAST IS REQUIRED BY THE RE, USE SAND. THE MAXIMUM WEIGHT OF THE BALLAST IS 50 LBS. AND IS TO BE LOCATED APPROXIMATELY AT GROUND LEVEL. ALTERNATE TYPES OF BALLAST MUST BE APPROVED BY THE RE.

**DRUMS**

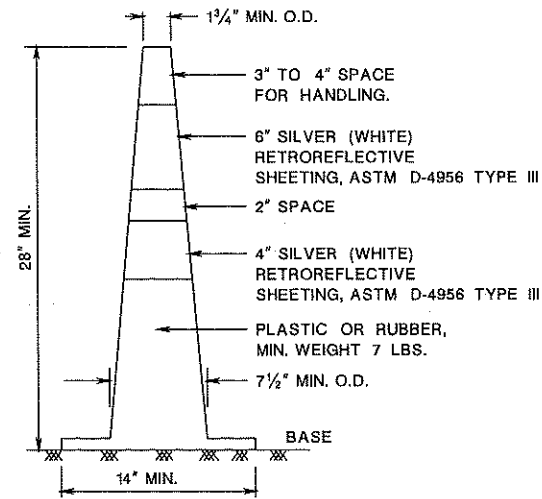
CD-159-1.1

**NOTES:**

TRAFFIC CONES MUST BE PREDOMINATELY ORANGE IN COLOR.

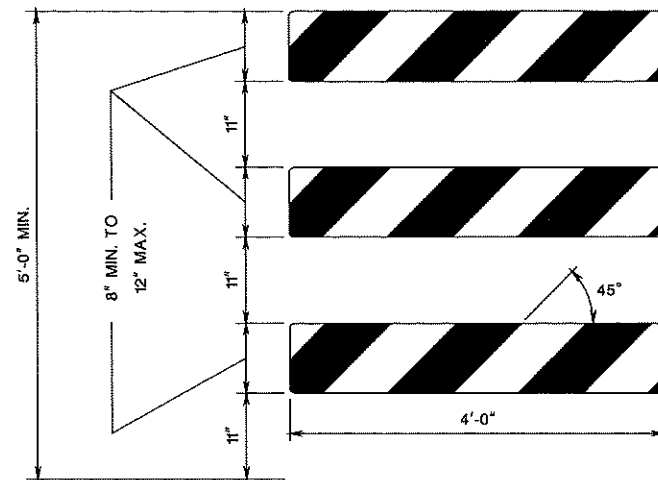
BASES MAY BE OF BREAKAWAY BALLASTED TYPE.

MINOR MANUFACTURER'S VARIATIONS MAY BE ACCEPTABLE UPON APPROVAL OF THE RE.



**TRAFFIC CONES**

CD-159-1.2



**TYPE III BARRICADE - FRONT VIEW**

**NOTES:**

1. ENSURE THE 8" MIN. x 48", TO 12" MAX. x 48" BARRICADE RAILS TO BE ATTACHED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.
2. ENSURE ORANGE AND SILVER (WHITE) STRIPES TO BE RETROREFLECTIVE SHEETING, ASTM D4956 TYPE III. ALTERNATE ORANGE AND SILVER (WHITE) STRIPES 6" WIDE SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.
3. THE FRAMING, RAILS, AND BALLAST FOR BREAKAWAY BARRICADE TO BE NCHRP-350 CRASHED TESTED AND FHWA APPROVED.
4. IF NECESSARY, FABRICATE THE BALLAST AND PLACE ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.

**BREAKAWAY BARRICADES**

CD-159-1.3

**TRAFFIC CONTROL DEVICES**

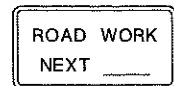
N.T.S.

CD-159-1

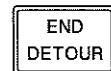
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

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G20 - 1 [60" x 24"]  
(10 S.F.)



M4 - 8a [24" x 18"]  
(3 S.F.)  
M4 - 11 (S) [48" x 36"]  
(12 S.F.)



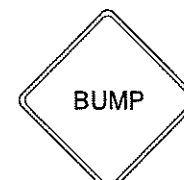
(L OR R)  
W1 - 4a [48" x 48"]  
(16 S.F.)



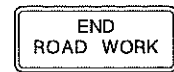
W13 - 1 [18" x 18"]  
(2.3 S.F.)  
W13 - 1 (S) [24" x 24"]  
(4 S.F.)



W20 - 7a [48" x 48"]  
(16 S.F.)



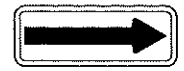
W8 - 1 (S) [48" x 48"]  
(16 S.F.)



G20 - 2A [48" x 24"]  
(8 S.F.)



R2 - 1 [36" x 48"]  
(12 S.F.)  
R2 - 1 (S) [48" x 60"]  
(20 S.F.)



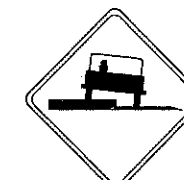
(L OR R)  
W1 - 6 [48" x 24"]  
(8 S.F.)  
W1 - 6 (S) [60" x 30"]  
(12.5 S.F.)



W20 - 1A [48" x 48"]  
(16 S.F.)



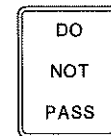
W21 - 5 (S) [48" x 48"]  
(16 S.F.)



W8 - 11a [48" x 48"]  
(16 S.F.)



M4 - 9L (LEFT) [30" x 24"]  
M4 - 9R (RIGHT) [30" x 24"]  
(5 S.F.)  
M4 - 9 (L or R) (S) [48" x 36"]  
(12 S.F.)



R4 - 1 [24" x 30"]  
(5 S.F.)



(L OR R)  
W4 - 2 [48" x 48"]  
(16 S.F.)



W20 - 2 [48" x 48"]  
(16 S.F.)



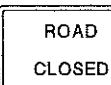
M4 - 9N [30" x 12" MIN.]  
(2.5 S.F.)  
(SIZE WILL VARY WITH LENGTH OF STREET NAME)  
STREET NAME SIGN TO BE USED IN CONJUNCTION WITH M4 - 9 SIGNS BLACK ON ORANGE



W8 - 15F [48" x 48"]  
(16 S.F.)



M4 - 9LX (LEFT) [30" x 24"]  
M4 - 9RX (RIGHT) [30" x 24"]  
(5 S.F.)  
M4 - 9 (L or R) XS [48" x 36"]  
(12 S.F.)



R11 - 2 [48" x 30"]  
(10 S.F.)



W5 - 1 (S) [48" x 48"]  
(16 S.F.)



W20 - 3 [48" x 48"]  
(16 S.F.)



[24" x 24"]  
(4 S.F.)

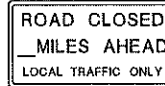
[30" x 30"] (S)  
(6.3 S.F.)



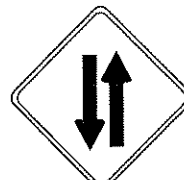
W8 - 15P [36" x 30"]  
(7.5 S.F.)



M4 - 9X [30" x 24"]  
(5 S.F.)  
M4 - 9X (S) [48" x 36"]  
(12 S.F.)



R11 - 3 [60" x 30"]  
(12.5 S.F.)



W6 - 3 [48" x 48"]  
(16 S.F.)

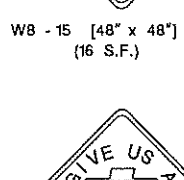


W20 - 4 [48" x 48"]  
(16 S.F.)



[24" x 24"]  
(4 S.F.)

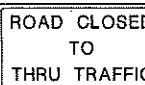
[30" x 30"] (S)  
(6.3 S.F.)



W8 - 15 [48" x 48"]  
(16 S.F.)



M4 - 10L (LEFT) [48" x 18"]  
M4 - 10R (RIGHT) [48" x 18"]  
(6 S.F.)



R11 - 4 [60" x 30"]  
(12.5 S.F.)



W20 - 7b [48" x 48"]  
(16 S.F.)



(L OR R) (CENTER)  
W20 - 5 [48" x 48"]  
(16 S.F.)

**NOTE:**

THE BORDER, THE WORDS "GIVE US A", "SLOW DOWN", AND THE BRAKE PEDAL ARE BLACK; LEAVING THE WORD "BRAKE" ORANGE.

**GENERAL NOTES:**

- DIMENSIONS, COLORS, AND DETAILS OF VARIOUS SIZE SIGNS AND ACCESSORY PANELS TO FOLLOW STANDARDS IN THE CURRENT "STANDARD HIGHWAY SIGN PUBLICATION" AND THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- (S) REPRESENTS A SPECIAL SIZE SIGN.
- LETTERS AND NUMERALS TO CONFORM TO THE CURRENT MANUAL, "STANDARD ALPHABETS FOR HIGHWAY SIGNS" U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- OBTAIN RE'S APPROVAL FOR THE DISTANCE TO BE USED ON THE ADVANCE WARNING SIGNS AND FOR THE SPEED LIMIT TO BE USED ON THE R2-1 SIGN.
- DISTANCE LEGEND: SIGN NUMBER FOLLOWED BY A LETTER AND DISTANCE, ARE THE SIGN PLACEMENTS FOR USE WITH TCD-3 THROUGH TCD-21 AND PROJECT SPECIFIC PLANS. ALL DISTANCES ARE FROM THE TRANSITION OR POINT OF RESTRICTION.

LETTER	DISTANCE
A	1500'
B	1000'
C	500'
D	MILE
E	___ MILES AHEAD
F	AHEAD

**BACKING MATERIAL**

- USE ALUMINUM FLAT SHEET OF ALLOY AND TEMPER 5052-H38 OR 6061-T6 :
  - 0.10" THICK FOR ALL CONSTRUCTION SIGNS EXCEPT SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.
  - 0.024" THICK FOR ALL CONSTRUCTION SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.

**TEMPORARY SIGN SUPPORTS**

- USE WELL SEASONED LUMBER FOR SIGN SUPPORTS, FREE OF SPLITS, KNOTS AND WARPS, OR OF STEEL COMPONENTS.
- WOOD POSTS TO HAVE A UNIFORM CROSS-SECTION AND NOT TO EXCEED THE FOLLOWING DIMENSIONS FOR:
  - SINGLE POST = 4" x 6"
  - TWO POSTS = 3" x 6" OR 4" x 5"
  - THREE POSTS = 3" x 5" OR 4" x 4"
 4" x 6" WOOD POSTS TO BE MODIFIED BY DRILLING 1/2 INCH DIAMETER HOLES 4 INCHES AND 18 INCHES ABOVE THE GROUND LINE AND PERPENDICULAR TO THE ROADWAY CENTERLINE.
- NO BRACING IS PERMITTED. VERTICAL CLEARANCES FOR SIGNS MOUNTED ON WOOD SUPPORTS TO BE 7 FOOT MINIMUM. EMBEDMENT DEPTH FOR THE WOOD POST NOT TO EXCEED 3.5 FEET.
- USE STEEL POSTS IN ACCORDANCE WITH THE STANDARD DETAIL FOR U-POST SIGN SUPPORT.
- TEMPORARY SIGN SUPPORTS NOT MEETING THIS CRITERIA TO BE SHIELDED BY A LONGITUDINAL BARRIER OR CRASH CUSHIONS.
- USE WOOD POST ONLY ON TEMPORARY SIGN SUPPORT.

**SIGN FACES**

- USE SIGN FACES OF ASTM D4956 TYPE VII OR VIII FLUORESCENT ORANGE SHEETING.

**FASTENING**

- SECURELY FASTEN ALL SIGNS TO THEIR SUPPORTS WITH BOLTS, NUTS, AND WASHERS, AS SPECIFIED.

**CONSTRUCTION SIGNS**

N.T.S.

CD-159-6

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

CD-159-6.1

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CD-159-7 ORIGINAL SHEET



E5 - 1 [60" x 48"]  
(20 S.F.)



W50 - 1C [60" x 48"]  
(20 S.F.)



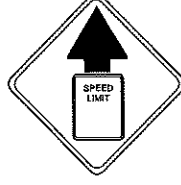
W5 - 4 [48" x 48"]  
(16 S.F.)



W(NJ)100 - 1(L OR R)  
48" x 48"  
(16 S.F.)



W9 - 3 [48" x 48"]  
(16 S.F.)



W3 - 5  
48" x 48"  
(16 S.F.)



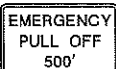
W20 - 4F(M) [48" x 48"]  
(16 S.F.)



G20 - 5aP  
36" x 24"  
(6 S.F.)  
BLACK ON ORANGE



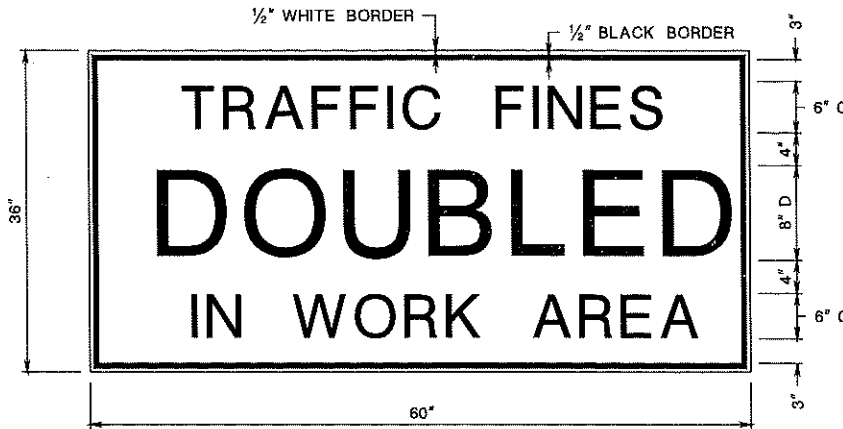
W20 - 10(G) [48" x 48"]  
(16 S.F.)



EP1  
60" x 36"  
(15 S.F.)  
BLACK ON ORANGE



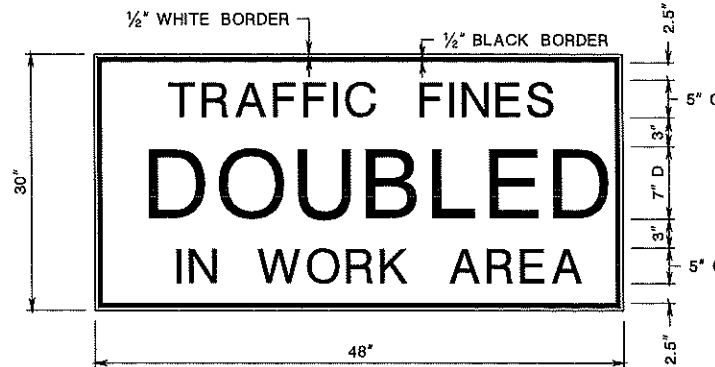
EP2  
60" x 36"  
(15 S.F.)  
BLACK ON ORANGE



**NOTE:**

MESSAGE TO BE BLACK LETTERS  
ON WHITE REFLECTIVE BACKGROUND.

R(NJ)5-17 60" x 36"  
(15 S.F.)



**NOTE:**

MESSAGE TO BE BLACK LETTERS  
ON WHITE REFLECTIVE BACKGROUND.

R(NJ)5-17 48" x 30"  
(10 S.F.)

**GENERAL NOTES:**

- DIMENSIONS, COLORS, AND DETAILS OF VARIOUS SIZE SIGNS, AND ACCESSORY PANELS TO FOLLOW STANDARDS IN THE CURRENT "STANDARD HIGHWAY SIGN PUBLICATION" AND THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LETTERS AND NUMERALS TO CONFORM TO THE CURRENT MANUAL, "STANDARD ALPHABETS FOR HIGHWAY SIGNS" U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- OBTAIN RE'S APPROVAL FOR THE DISTANCE TO BE USED ON THE ADVANCE WARNING SIGNS AND FOR THE SPEED LIMIT TO BE USED ON THE R2-1 SIGN.
- DISTANCE LEGEND: SIGN NUMBER FOLLOWED BY A LETTER AND DISTANCE, ARE THE SIGN PLACEMENTS FOR USE WITH TCD-3 THROUGH TCD-21 AND PROJECT SPECIFIC PLANS. ALL DISTANCES ARE FROM THE TRANSITION OR POINT OF RESTRICTION.

LETTER	DISTANCE
A	1500'
B	1000'
C	500'
D	1/2 MILE
E	1/4 MILES AHEAD
F	1/8 MILES AHEAD

**BACKING MATERIAL**

- USE ALUMINUM FLAT SHEET OF ALLOY AND TEMPER 5052-H38 OR 6061-T6:
  - 0.10" THICK FOR ALL CONSTRUCTION SIGNS EXCEPT SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.
  - 0.024" THICK FOR ALL CONSTRUCTION SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.

**TEMPORARY SIGN SUPPORTS**

- USE WELL SEASONED LUMBER SIGN SUPPORTS, FREE OF SPLITS, KNOTS AND WARPS, OR OF STEEL COMPONENTS.
- WOOD POSTS TO HAVE A UNIFORM CROSS-SECTION AND NOT TO EXCEED THE FOLLOWING DIMENSIONS FOR:
  - SINGLE POST = 4" x 6"
  - TWO POSTS = 3" x 6" OR 4" x 5"
  - THREE POSTS = 3" x 5" OR 4" x 4"
 4" x 6" WOOD POSTS TO BE MODIFIED BY DRILLING 1 1/2 INCH DIAMETER HOLES 4 INCHES AND 18 INCHES ABOVE THE GROUND LINE AND PERPENDICULAR TO THE ROADWAY CENTERLINE.
- NO BRACING IS PERMITTED. VERTICAL CLEARANCES FOR SIGNS MOUNTED ON WOOD SUPPORTS TO BE 7 FOOT MINIMUM. EMBEDMENT DEPTH FOR THE WOOD POST NOT TO EXCEED 3.5 FEET.
- USE STEEL POSTS IN ACCORDANCE WITH THE STANDARD DETAIL FOR U-POST SIGN SUPPORT.
- TEMPORARY SIGN SUPPORTS NOT MEETING THIS CRITERIA TO BE SHIELDED BY A LONGITUDINAL BARRIER OR CRASH CUSHIONS.
- USE WOOD POST ONLY ON TEMPORARY SIGN SUPPORT.

**SIGN FACES**

- USE SIGN FACES OF ASTM D4956 TYPE VII OR VIII FLUORESCENT ORANGE SHEETING.

**FASTENING**

- SECURELY FASTEN ALL SIGNS TO THEIR SUPPORTS WITH BOLTS, NUTS, AND WASHERS, AS SPECIFIED.

**CONSTRUCTION SIGNS**

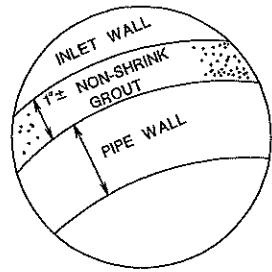
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CD-159-7

NEW JERSEY DEPARTMENT OF TRANSPORTATION

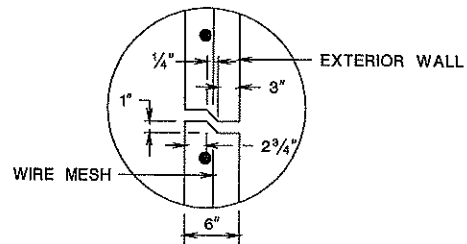
**CONSTRUCTION DETAILS**

CD-159-7.1



**CONNECTION OF PIPE AND INLET FOR PRECAST INLET**

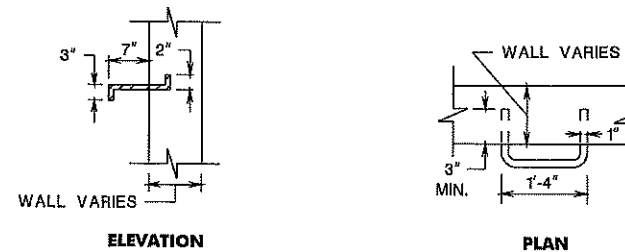
CD-602-1.1



**RISER JOINT DETAIL FOR PRECAST INLETS**

**NOTE:**  
JOINT TO BE GROUTED WITH MORTAR BY CONTRACTOR

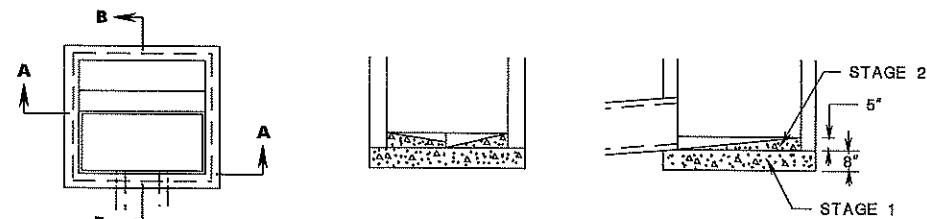
CD-602-1.2



**NOTE:**  
LADDER RUNGS FACING TRAFFIC 12\"/>

**LADDER RUNG DETAIL**

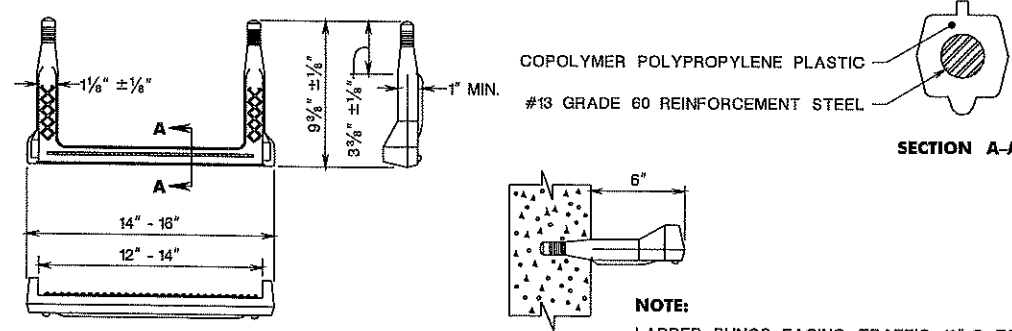
CD-602-1.3



**NOTE:**  
FOUNDATION AND INVERT TO BE CONSTRUCTED IN TWO STAGES. THE TOP SURFACE OF STAGE 1 TO BE LEFT ROUGH.

**DETAIL OF INVERT FOR INLET WITHOUT CONTINUOUS PIPE**

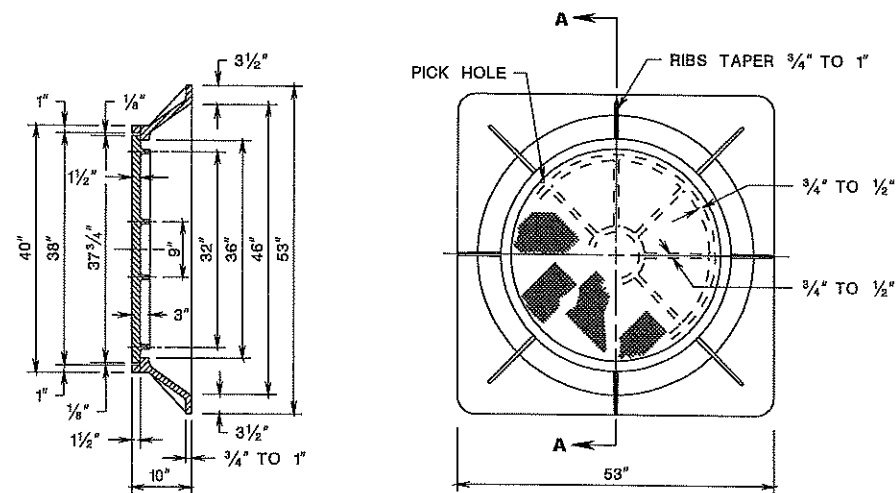
CD-602-1.4



**NOTE:**  
LADDER RUNGS FACING TRAFFIC 12\"/>

**COPOLYMER POLYPROPYLENE PLASTIC LADDER RUNG**

CD-602-1.5

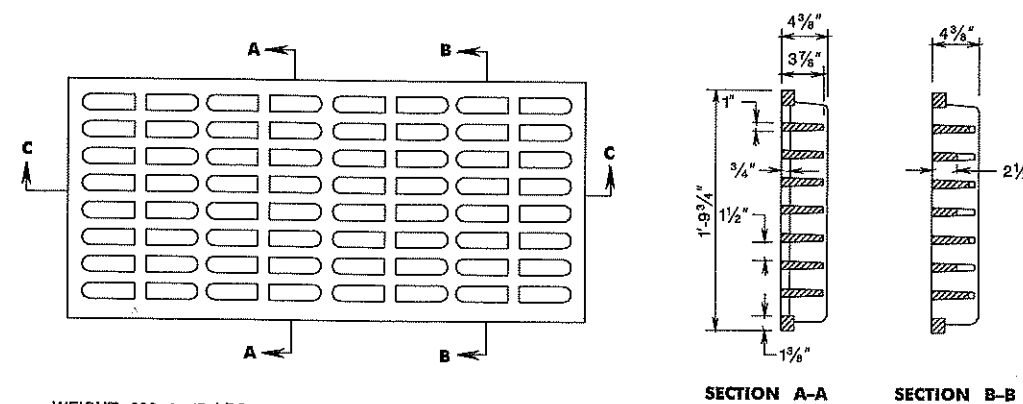


**NOTE:**  
SEE GENERAL NOTE 9, CD-602-1.6

**MINIMUM WEIGHTS**  
WEIGHT OF FRAME = 630#  
WEIGHT OF COVER = 400#

**SQUARE FRAMED MANHOLE CASTING, CIRCULAR COVER**

CD-602-1.7



WEIGHT 300 ± 15 LBS.

**NOTE:**  
SEE GENERAL NOTE 9, CD-602-1.6

**BICYCLE SAFE GRATE (CAST IRON)**

CD-602-1.6

**GENERAL NOTES:**

- INLETS MAY BE CONSTRUCTED OF BRICK, CONCRETE, CONCRETE BLOCK, OR PRECAST CONCRETE. WALLS TO BE 8 INCHES THICK IF BRICK AND 6 INCHES THICK IF CONCRETE, CONCRETE BLOCK, OR PRECAST CONCRETE. INLET FOUNDATIONS AND INVERTS TO BE CLASS B CONCRETE.
- CORBELLING OF INLET WALLS WILL BE PERMITTED AT THE RATE OF 1/2 INCH PER 8 INCHES OF HEIGHT; MAXIMUM CORBEL 6 INCHES PER WALL.
- EXCEPT FOR INLETS TYPE A AND C, FOUNDATIONS AND INVERTS TO BE CONSTRUCTED IN TWO STAGES, AND THE BOTTOM OF THE FOOTINGS TO BE 8 INCHES BELOW THE OUTER WALL OF THE LOWEST PIPE IN THE INLET.
- WHEN THE DEPTH OF AN INLET THAT IS NOT PRECAST EXCEEDS 10 FEET AS MEASURED FROM TOP OF GRATE TO INVERT, WALLS BELOW A DEPTH OF 8 FEET TO BE 12 INCHES THICK AND THE DEPTH OF FOUNDATION INCREASED TO 12 INCHES. WHEN ROCK IS ENCOUNTERED, THE DEPTH OF THE FOUNDATION NOT TO BE INCREASED.
- PLACE INLET FOUNDATIONS WHICH ARE PRECAST ON A 6 INCH THICK BED OF COMPACTED COARSE AGGREGATE #57. EXTEND THE COARSE AGGREGATE 6 INCHES BEYOND THE HORIZONTAL LIMITS OF THE INLET FOUNDATION.
- ADJUST CASTINGS FOR PRECAST INLETS TO GRADE WITH COURSES OF BRICK, AS REQUIRED, 12 INCHES MAXIMUM.
- WHEN THE DEPTH OF A PRECAST INLET EXCEEDS 10 FEET AS MEASURED FROM TOP OF GRATE TO INVERT, THE FOUNDATION IS TO BE INCREASED TO 12 INCHES. WHEN ROCK IS ENCOUNTERED, THE DEPTH OF THE FOUNDATION IS NOT TO BE INCREASED.
- MINIMUM WALL REINFORCEMENT FOR PRECAST INLETS TYPES A, B, C, E, D-1, D-2, AND B MODIFIED:

DEPTH BELOW TOP OF GRATE	HORIZONTAL REINF.	VERTICAL REINF.	WALL THK.
0' TO 10'-0"	#13 @ 10" C.C.	#13 @ 18" C.C.	6"
10'-1" TO 15'-0"	#13 @ 8" C.C.	#13 @ 18" C.C.	6"
15'-1" TO 20'-0"	#13 @ 6" C.C.	#13 @ 18" C.C.	6"

REINFORCING SHOWN FOR PRECAST INLETS IS THE MINIMUM REQUIRED. ADDITIONAL REINFORCING FOR HANDLING IS THE RESPONSIBILITY OF THE CONTRACTOR.

ALTERNATE REINFORCEMENT

DEPTH BELOW TOP OF GRATE	REINFORCEMENT
0' TO 10'-0"	WWF 3 x 6 W6 WIRES SPACED AT 3" TO RUN HORIZONTAL IN ALL CASES.
10'-1" TO 15'-0"	WWF 3 x 6 W6 ADD #10 REINFORCEMENT STEEL @ 18" HORIZONTAL.
15'-1" TO 20'-0"	WWF 3 x 6 W6 ADD #10 REINFORCEMENT STEEL @ 9" HORIZONTAL OR ADD #13 REINFORCEMENT STEEL AT 15" HORIZONTAL.
- DIMENSIONS, WEIGHTS, AND OTHER CRITERIA SHOWN ON THESE DETAILS ARE FOR CLASS 35B CAST IRON.

**NOTE:**  
REINFORCEMENT STEEL IS IN METRIC UNITS.

**INLET GENERAL DETAILS**

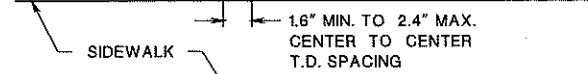
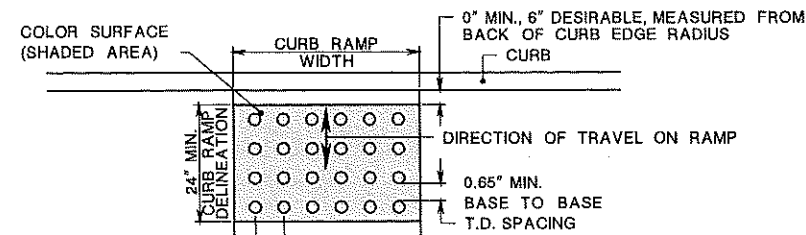
N.T.S.

CD-602-1

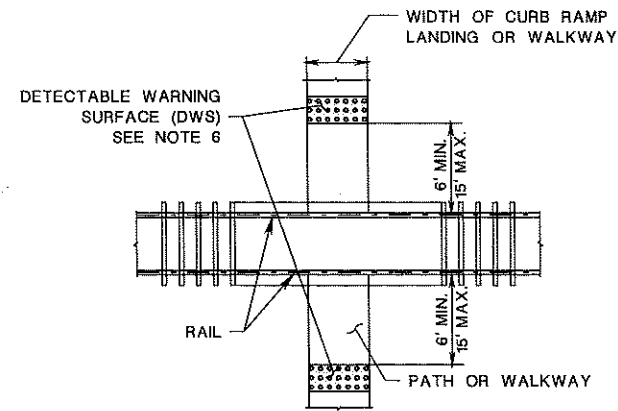
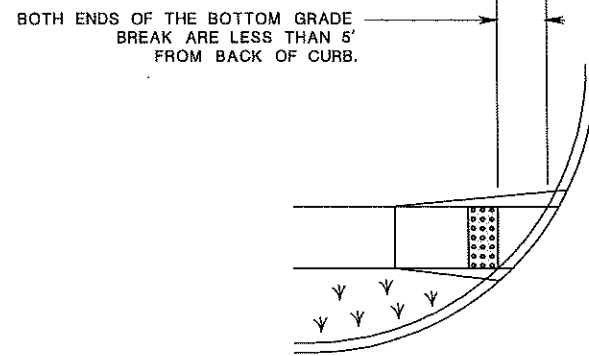
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

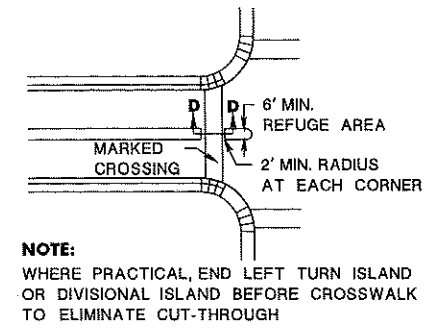




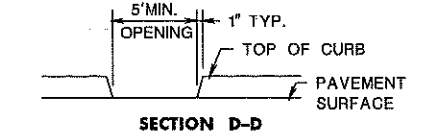
**DETECTABLE WARNING SURFACE**



**PEDESTRIAN RAILROAD CROSSING**

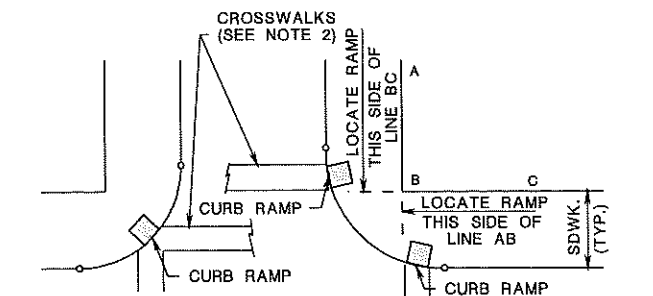


**NOTE:**  
WHERE PRACTICAL, END LEFT TURN ISLAND OR DIVISIONAL ISLAND BEFORE CROSSWALK TO ELIMINATE CUT-THROUGH

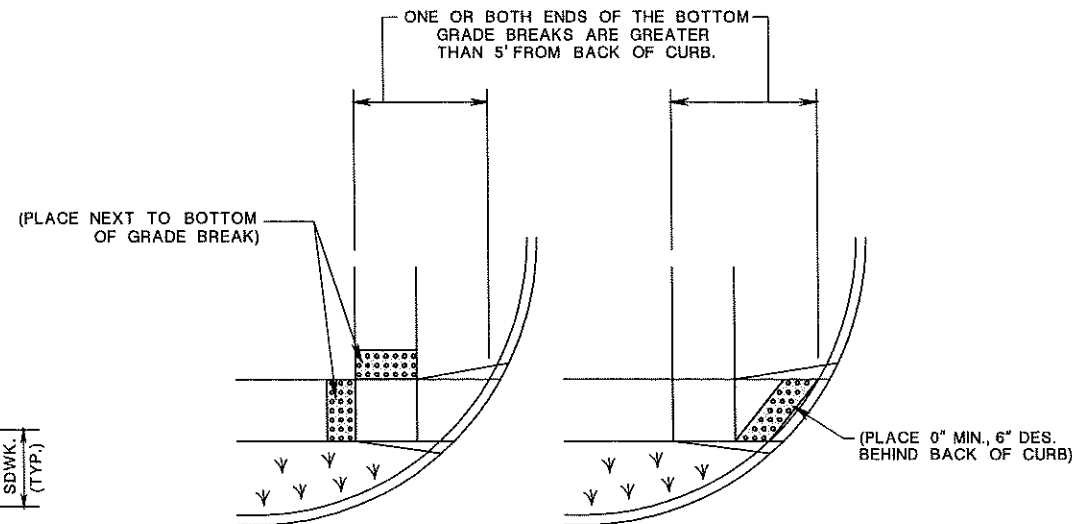


**NOTE:**  
5' MIN. WIDE OPENING TO BE FLUSH WITH ROADWAY PAVEMENT

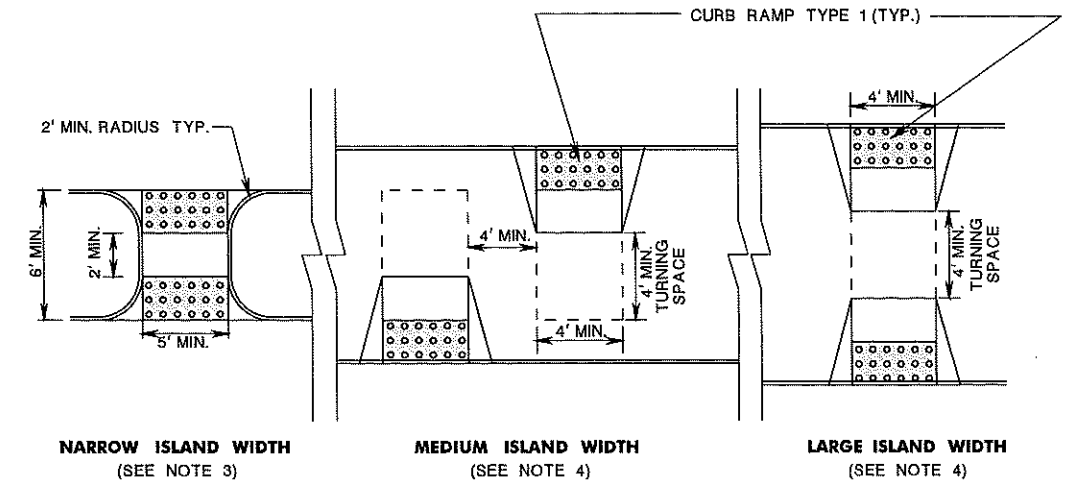
**PEDESTRIAN REFUGE ISLAND WALKWAY OPENING AT INTERSECTIONS**



**LOCATION OF CURB RAMP TYPES 1, 2, 3, 4, & 7 FOR CROSSING PARALLEL AND PERPENDICULAR TO HIGHWAY**



**PLACEMENT OF DETECTABLE WARNING SURFACE FOR CURB RAMP TYPE 5 AND 6**



**PEDESTRIAN REFUGE ISLAND**

- NOTES:**
- KEEP TURNING SPACE, APPROACH SIDEWALK TRANSITIONS, AND CURB RAMP CLEAR OF OBSTRUCTIONS THAT PROTRUDE ABOVE THE SURFACE.
  - CROSSWALKS AND STOP LINES MAY BE MARKED OR UNMARKED, SEE PLANS.
  - FOR NARROW ISLAND WIDTH, SEE PEDESTRIAN REFUGE ISLAND WALKWAY OPENING AT INTERSECTIONS DETAIL.
  - FOR MEDIUM AND LARGE ISLAND WIDTH, SEE CURB RAMP TYPE 1 ON CD-606-1.
  - CONSTRUCT CURB RAMP TYPES 1, 2, 3, 4, & 7 PERPENDICULAR TO CURBLINE, AS SHOWN.
  - IF A CURB RAMP IS REQUIRED, THE LOCATION OF THE DETECTABLE WARNING SURFACE MUST BE AT THE BOTTOM OF THE RAMP AND WITHIN THE REQUIRED DISTANCE FROM THE RAIL.
  - A STANDARD DETECTABLE WARNING (DWS) SURFACE IS NOT AVAILABLE TO FIT THIS APPLICATION, AND THEREFORE ONE WILL NEED TO BE CUSTOMIZED. THE DWS SHOULD COVER THE ENTIRE WIDTH OF THE RAMP. THE ROWS OF DOMES ON THE DWS SHOULD FOLLOW THE DIRECTION OF TRAVEL OF THE RAMP, SO PEDESTRIANS WHO USE MOBILE DEVICES CAN TRACK BETWEEN THE DOMES.

**DETECTABLE WARNING SURFACE**  
N.T.S.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

CD-606-2.1

**CURB RAMP TYPE 1**

**CURB RAMP TYPE 3**

0.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3	3	2.50	2.50	9.00
4	4	3.33	3.33	10.67
5	5	4.17	4.17	12.33
6	6	5.00	5.00	14.00
7	7	5.83	5.83	15.67
8	8	6.67	6.67	17.33
9	9	7.50	7.50	19.00

0.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	2.50	2.50	9.00	2.75	0.91	0.91	5.82
4	2.75	3.33	3.33	10.67	2.75	1.91	1.91	7.82
5	2.75	4.17	4.17	12.33	2.75	2.91	2.91	9.82
6	2.75	5.00	5.00	14.00	2.75	3.91	3.91	11.83
7	2.75	5.83	5.83	15.67	2.75	4.91	4.91	13.83
8	2.75	6.67	6.67	17.33	2.75	5.91	5.91	15.83
9	2.75	7.50	7.50	19.00	2.75	6.91	6.91	17.83

1.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	2.78	2.27	9.05	2.75	1.04	0.81	5.85
4	2.75	3.70	3.03	10.73	2.75	2.17	1.71	7.88
5	2.75	4.63	3.79	12.42	2.75	3.31	2.60	9.91
6	2.75	5.56	4.55	14.10	2.75	4.45	3.49	11.94
7	2.75	6.48	5.30	15.78	2.75	5.58	4.39	13.97
8	2.75	7.41	6.06	17.47	2.75	6.72	5.28	16.00
9	2.75	8.33	6.82	19.15	2.75	7.86	6.17	18.03

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	3.13	2.08	9.21	2.75	1.20	0.73	5.93
4	2.75	4.17	2.78	10.94	2.75	2.52	1.54	8.06
5	2.75	5.21	3.47	12.68	2.75	3.83	2.35	10.18
6	2.75	6.25	4.17	14.42	2.75	5.15	3.16	12.30
7	2.75	7.29	4.86	16.15	2.75	6.47	3.96	14.43
8	2.75	8.33	5.56	17.89	2.75	7.78	4.77	16.55
9	2.75	9.38	6.25	19.63	2.75	9.10	5.58	18.67

3.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	3.57	1.92	9.49	2.75	1.42	0.67	6.09
4	2.75	4.76	2.56	11.33	2.75	2.99	1.41	8.39
5	2.75	5.95	3.21	13.16	2.75	4.55	2.14	10.69
6	2.75	7.14	3.85	14.99	2.75	6.11	2.88	12.99
7	2.75	8.33	4.49	16.82	2.75	7.68	3.61	15.29
8	2.75	9.52	5.13	18.65	2.75	9.24	4.35	17.59
9	2.75	10.71	5.77	20.48	2.75	10.81	5.08	19.89

1.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3	3.0	2.78	2.27	9.05
4	3.0	3.70	3.03	10.73
5	3.0	4.63	3.79	12.42
6	3.0	5.56	4.55	14.10
7	3.0	6.48	5.30	15.78
8	3.0	7.41	6.06	17.47
9	3.0	8.33	6.82	19.15

1.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	3.0	3.33	3.33	10.67	3.0	1.72	1.72	7.44
4	3.0	4.17	4.17	12.33	3.0	2.72	2.72	9.44
5	3.0	5.00	5.00	14.00	3.0	3.72	3.72	11.45
6	3.0	5.83	5.83	15.67	3.0	4.72	4.72	13.45
7	3.0	6.67	6.67	17.33	3.0	5.72	5.72	15.45
8	3.0	7.50	7.50	19.00	3.0	6.72	6.72	17.45

1.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	3.0	2.78	2.27	9.05	3.0	1.96	1.54	7.49
4	3.0	3.70	3.03	10.73	3.0	3.09	2.43	9.52
5	3.0	4.63	3.79	12.42	3.0	4.23	3.32	11.55
6	3.0	5.56	4.55	14.10	3.0	5.37	4.22	13.58
7	3.0	6.48	5.30	15.78	3.0	6.50	5.11	15.61
8	3.0	7.41	6.06	17.47	3.0	7.64	6.00	17.64
9	3.0	8.33	6.82	19.15	3.0	8.78	6.82	19.67

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	3.0	3.13	2.08	9.21	3.0	2.28	1.30	7.52
4	3.0	4.17	2.78	10.94	3.0	3.41	2.19	9.55
5	3.0	5.21	3.47	12.68	3.0	4.54	3.08	11.58
6	3.0	6.25	4.17	14.42	3.0	5.67	3.97	13.61
7	3.0	7.29	4.86	16.15	3.0	6.80	4.86	15.64
8	3.0	8.33	5.56	17.89	3.0	7.93	5.75	17.67
9	3.0	9.38	6.25	19.63	3.0	9.06	6.64	19.70

3.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	3.0	3.57	1.92	9.49	3.0	2.60	1.58	7.57
4	3.0	4.76	2.56	11.33	3.0	3.73	2.47	9.60
5	3.0	5.95	3.21	13.16	3.0	4.86	3.36	11.63
6	3.0	7.14	3.85	14.99	3.0	5.99	4.25	13.66
7	3.0	8.33	4.49	16.82	3.0	7.12	5.14	15.69
8	3.0	9.52	5.13	18.65	3.0	8.25	6.03	17.72
9	3.0	10.71	5.77	20.48	3.0	9.38	6.92	19.75

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3	4.0	2.78	2.27	9.05
4	4.0	3.70	3.03	10.73
5	4.0	4.63	3.79	12.42
6	4.0	5.56	4.55	14.10
7	4.0	6.48	5.30	15.78
8	4.0	7.41	6.06	17.47
9	4.0	8.33	6.82	19.15

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	4.0	3.33	3.33	10.67	4.0	1.34	1.34	6.68
4	4.0	4.17	4.17	12.33	4.0	2.34	2.34	8.68
5	4.0	5.00	5.00	14.00	4.0	3.34	3.34	10.69
6	4.0	5.83	5.83	15.67	4.0	4.34	4.34	12.69
7	4.0	6.67	6.67	17.33	4.0	5.34	5.34	14.69
8	4.0	7.50	7.50	19.00	4.0	6.34	6.34	16.69

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	4.0	2.78	2.27	9.05	4.0	1.53	1.20	6.72
4	4.0	3.70	3.03	10.73	4.0	2.66	2.09	8.75
5	4.0	4.63	3.79	12.42	4.0	3.80	2.98	10.78
6	4.0	5.56	4.55	14.10	4.0	4.94	3.88	12.81
7	4.0	6.48	5.30	15.78	4.0	6.07	4.77	14.84
8	4.0	7.41	6.06	17.47	4.0	7.21	5.66	16.87
9	4.0	8.33	6.82	19.15	4.0	8.35	6.55	18.90

2.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	4.0	3.13	2.08	9.21	4.0	1.72	1.30	6.79
4	4.0	4.17	2.78	10.94	4.0	2.85	2.19	8.82
5	4.0	5.21	3.47	12.68	4.0	3.98	3.08	10.85
6	4.0	6.25	4.17	14.42	4.0	5.11	3.97	12.88
7	4.0	7.29	4.86	16.15	4.0	6.24	4.86	14.91
8	4.0	8.33	5.56	17.89	4.0	7.37	5.75	16.94
9	4.0	9.38	6.25	19.63	4.0	8.50	6.64	18.97

3.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	4.0	3.57	1.92	9.49	4.0	1.91	1.58	6.86
4	4.0	4.76	2.56	11.33	4.0	3.04	2.47	8.89
5	4.0	5.95	3.21	13.16	4.0	4.17	3.36	10.92
6	4.0	7.14	3.85	14.99	4.0	5.30	4.25	12.95
7	4.0	8.33	4.49	16.82	4.0	6.43	5.14	14.98
8	4.0	9.52	5.13	18.65	4.0	7.56	6.03	17.01
9	4.0	10.71	5.77	20.48	4.0	8.69	6.92	19.04

3.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3	2.75	3.57	1.92	9.49
4	2.75	4.76	2.56	11.33
5	2.75	5.95	3.21	13.16
6	2.75	7.14	3.85	14.99
7	2.75	8.33	4.49	16.82
8	2.75	9.52	5.13	18.65
9	2.75	10.71	5.77	20.48

4.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	4.17	1.79	9.95	2.75	1.75	0.62	6.37
4	2.75	5.56	2.38	11.94	2.75	3.68	1.29	8.97
5	2.75	6.94	2.98	13.92	2.75	5.60	1.97	11.57
6	2.75	8.33	3.57	15.90	2.75	7.53	2.64	14.17
7	2.75	9.72	4.17	17.89	2.75	9.45	3.32	16.77
8	2.75	11.11	4.76	19.87	2.75	11.38	4.00	19.37
9	2.75	12.50	5.36	21.86	2.75	13.30	4.67	21.97

5.0 % GUTTER LINE PROFILE

H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>2L</sub> FEET	L <sub>2</sub> FEET
3	2.75	5.00	1.67	10.67	2.75	2.28	0.57	6.85
4	2.75	6.67	2.22	12.89	2.75	4.78	1.19	9.98
5	2.75	8.33	2.78	15.11	2.75</			



**CURB RAMP TYPE 4**

0.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3			0.91	0.91	5.82
4			1.91	1.91	7.82
5			2.91	2.91	9.82
6	2.75	2.75	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			1.72	1.72	7.44
5			2.72	2.72	9.44
6	3.0	3.0	3.72	3.72	11.45
7			4.72	4.72	13.45
8			5.72	5.72	15.45
9			6.72	6.72	17.45
3			**	**	**
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			1.96	1.96	7.92
6	4.0	4.0	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>1L</sub> FEET	L <sub>1</sub> FEET
3			1.04	0.81	5.85
4			2.17	1.71	7.88
5			3.31	2.60	9.91
6	2.75	2.75	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			3.09	2.43	9.52
6	3.0	3.0	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			2.66	2.09	8.75
6	3.5	3.5	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			1.09	0.86	5.95
5			2.23	1.75	7.98
6	4.0	4.0	3.37	2.65	10.01
7			4.50	3.54	12.04
8			5.64	4.43	14.07
9			6.78	5.32	16.10

2.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3			1.20	0.73	5.93
4			2.52	1.54	8.06
5			3.83	2.35	10.18
6	2.75	2.75	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			3.58	2.20	9.78
6	3.0	3.0	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			3.08	1.89	8.97
6	3.5	3.5	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			1.27	0.78	6.04
5			2.58	1.58	8.16
6	4.0	4.0	3.90	2.39	10.29
7			5.22	3.20	12.41
8			6.53	4.00	14.53
9			7.85	4.81	16.66

3.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3			1.42	0.67	6.09
4			2.99	1.41	8.39
5			4.55	2.14	10.69
6	2.75	2.75	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			4.25	2.00	10.26
6	3.0	3.0	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			3.66	1.72	9.38
6	3.5	3.5	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			1.50	0.71	6.21
5			3.07	1.44	8.51
6	4.0	4.0	4.63	2.18	10.81
7			6.19	2.91	13.11
8			7.76	3.65	15.41
9			9.32	4.38	17.71

**CURB RAMP TYPE 7**

0.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		3.00	3.00	10.00	
4		4.00	4.00	12.00	
5	4' MIN.	5.00	5.00	14.00	
6	7' MAX.	6.00	6.00	16.00	
7		7.00	7.00	18.01	
8		8.00	8.00	20.01	
9		9.00	9.00	22.01	

1.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		3.41	2.68	10.09	
4		4.55	3.57	12.12	
5	4' MIN.	5.68	4.47	14.15	
6	7' MAX.	6.82	5.36	16.18	
7		7.96	6.25	18.21	
8		9.10	7.15	20.24	
9		10.23	8.04	22.27	

2.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		3.95	2.42	10.37	
4		5.27	3.23	12.49	
5	4' MIN.	6.58	4.03	14.62	
6	7' MAX.	7.90	4.84	16.74	
7		9.22	5.65	18.86	
8		10.53	6.45	20.99	
9		11.85	7.26	23.11	

3.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		4.69	2.21	10.90	
4		6.25	2.94	13.20	
5	4' MIN.	7.82	3.68	15.49	
6	7' MAX.	9.38	4.41	17.79	
7		10.94	5.15	20.09	
8		12.51	5.88	22.39	
9		14.07	6.62	24.69	

4.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		5.77	2.03	11.80	
4		7.70	2.70	14.40	
5	4' MIN.	9.62	3.38	17.00	
6	7' MAX.	11.55	4.06	19.60	
7		13.47	4.73	22.20	
8		15.40	5.41	24.80	
9		17.32	6.08	27.40	

5.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		7.51	1.88	13.38	
4		10.01	2.50	16.51	
5	4' MIN.	12.51	3.13	19.64	
6	7' MAX.	15.00	3.75	22.75	
7		17.50	4.38	25.88	
8		20.00	5.00	29.00	
9		22.50	5.63	32.13	

6.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		10.73	1.74	16.47	
4		14.31	2.33	20.63	
5	4' MIN.	17.89	2.91	24.79	
6	7' MAX.	21.47	3.49	28.95	
7		25.05	4.07	33.11	
8		28.63	4.65	37.27	
9		32.21	5.23	41.43	

7.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	X <sub>1U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET	
3		15.00	1.63	20.63	
4		19.00	2.17	25.17	
5	4' MIN.	23.00	2.72	29.72	
6	7' MAX.	27.00	3.26	34.26	
7		31.00	3.81	38.81	
8		35.00	4.35	43.35	
9		39.00	4.89	47.89	

4.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3			1.75	0.62	6.37
4			3.68	1.29	8.97
5			5.60	1.97	11.57
6	2.75	2.75	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			5.24	1.84	11.08
6	3.0	3.0	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			4.51	1.58	10.09
6	3.5	3.5	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			1.85	0.65	6.50
5			3.78	1.33	9.10
6	4.0	4.0	5.70	2.00	11.70
7			7.62	2.68	14.30
8			9.55	3.35	16.90
9			11.47	4.03	19.50

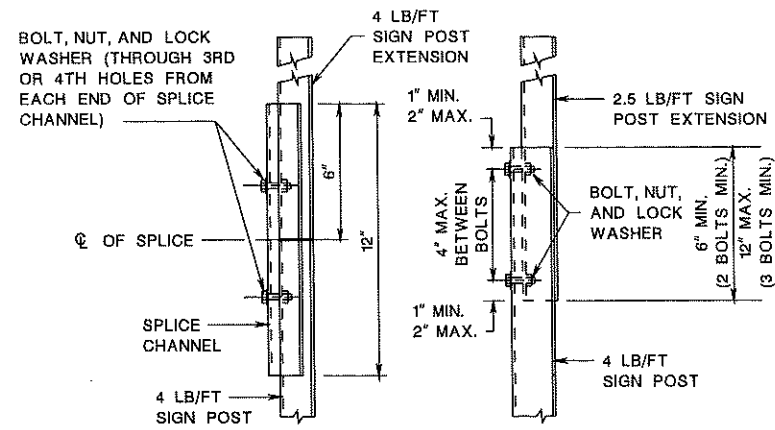
5.0 % GUTTER LINE PROFILE					
H INCHES	W FEET	Y INCHES	X <sub>2U</sub> FEET	X <sub>1L</sub> FEET	L <sub>1</sub> FEET
3			2.28	0.57	6.85
4			4.78	1.19	9.98
5			7.29	1.82	13.10
6	2.75	2.75	9.79	2.45	16.23
7			12.29	3.07	19.36
8			14.79	3.70	22.49
9			17.29	4.32	25.62
3			1.80	0.45	6.26
4			4.31	1.08	9.38
5			6.81	1.70	12.51
6	3.0	3.0	9.31	2.33	15.64
7			11.81	2.95	18.77
8			14.32	3.58	21.89
9			16.82	4.20	25.02
3			0.85	0.21	5.07
4			3.36	0.84	8.20
5			5.86	1.46	11.32
6	3.5	3.5	8.36	2.09	14.45
7			10.86	2.71	17.58
8			13.37	3.34	20.71
9			15.87		

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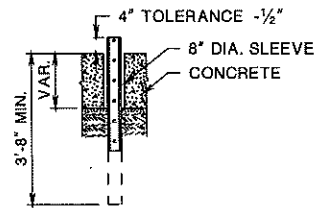
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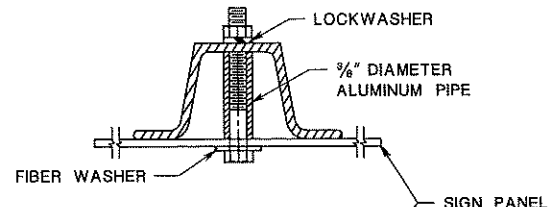
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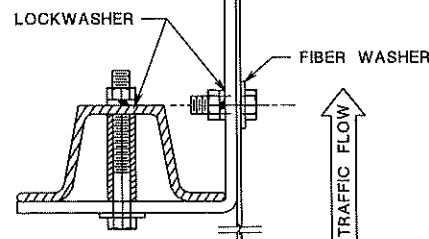
**SIGN POST EXTENSION SPLICE DETAILS**



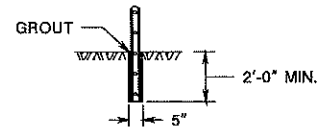
**CONCRETE INSTALLATION**



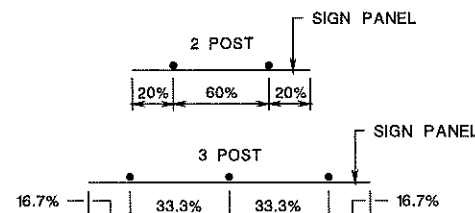
**FRONT MOUNT BRACKET**



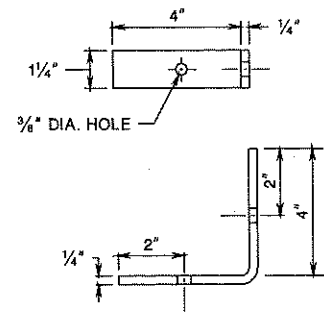
**SIDE MOUNT BRACKET**



**ROCK INSTALLATION**



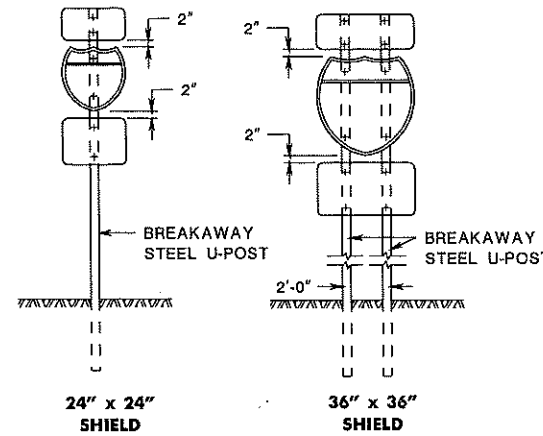
**STEEL U-POST SPACING**



**DETAIL OF BRACKET FOR SIDE MOUNTED SIGNS**

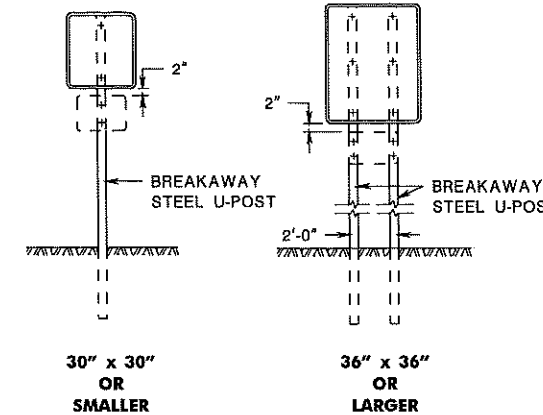
PANEL SIZE (W x H)	# OF POSTS	POST SIZE (LB/FT)	PANEL SIZE (W x H)	# OF POSTS	POST SIZE (LB/FT)
18" x 18"	1	2.5	36" x 36"	2	2.5
18" x 24"	1	2.5	36" x 48"	2	2.5
24" x 24"	1	2.5	45" x 36"	2	2.5
24" x 30"	1	2.5	48" x 24"	2	2.5
24" x 36"	1	2.5	48" x 36"	2	2.5
30" x 24"	1	2.5	48" x 48"	2	4.0
30" x 30"	1	2.5	48" x 64" x 64"	2	2.5
36" x 12"	2	2.5	60" x 36"	2	4.0
36" x 36" x 36"	2	2.5	48" x 60"	2	4.0
30" x 36"	1	4.0	60" x 30"	2	4.0

**U-POST SELECTION TABLE  
BREAKAWAY SIGN SUPPORT**



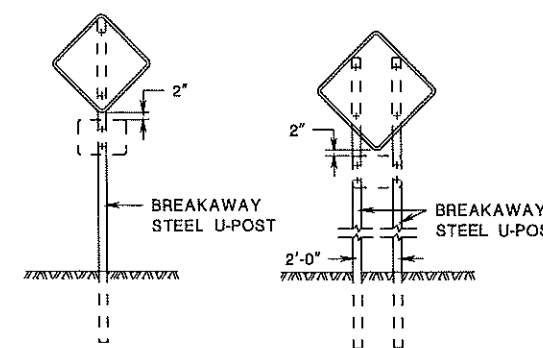
**24" x 24" SHIELD**

**36" x 36" SHIELD**



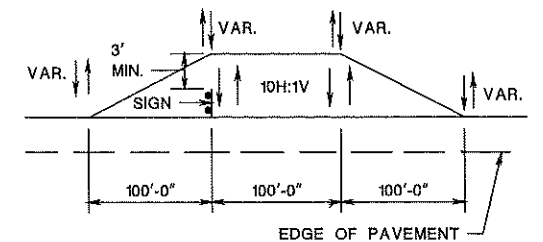
**30" x 30" OR SMALLER**

**36" x 36" OR LARGER**



**30" x 30" OR SMALLER**

**36" x 36" OR LARGER**



**STEEL U-POST GRADING DETAIL**

**GENERAL NOTES:**

- ALL POSTS TO BE OF ADEQUATE LENGTH TO MEET THE REQUIREMENTS FOR ERECTION AS STATED IN THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND AS INDICATED BELOW.
- ALL SMALL SIGN SUPPORTS TO BE OF THE BREAKAWAY TYPE WITH EXCEPTION OF THOSE INSTALLED BEHIND GUIDE RAIL OR OTHER ROADSIDE BARRIER.
- ALL STEEL POSTS AND BRACKETS TO BE CUT, BENT, AND HOLES PUNCHED AND DRILLED BEFORE GALVANIZING. GALVANIZING TO BE ACCORDING TO ASTM A123.
- ALL STEEL U-POST SIGN SUPPORTS MUST BE INSTALLED FACING THE PREDOMINANT TRAFFIC FLOW. USE A MOUNTING BRACKET ON SIDE MOUNTED SIGNS SUCH AS "ONE WAY" SIGNS INSTALLED IN MEDIANS.
- SIGN PANEL SIZES ARE TO DETERMINE POST TYPE AND NUMBER AS SHOWN ON THIS DETAIL.
- BOLTS ARE NOT TO PROTRUDE MORE THAN 3/4" BEYOND THE NUT WHEN TIGHT, BUT ARE TO ENGAGE ALL THREADS IN THE NUT.
- WHEN SIGNS ARE INSTALLED ON SLOPES 10H:1V OR FLATTER, THE MINIMUM VERTICAL CLEARANCE REQUIREMENTS FOR SIGNS ARE:  
FOR SINGLE POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF THE PAVEMENT AND THE BOTTOM OF ANY PANEL MUST BE 7 FEET, AND THE MINIMUM DISTANCE FROM EDGE OF PAVEMENT TO THE TOP OF ANY SIGN PANEL MUST BE 9 FEET.  
FOR MULTI-POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A MAIN SIGN PANEL MUST BE 7 FEET.  
SECONDARY SIGN PANELS (LAND SERVICE HIGHWAYS) - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A SECONDARY SIGN PANEL IS 6 FEET.  
SECONDARY SIGN PANELS (INTERSTATE AND FREEWAYS) - THE BOTTOM OF THE MAIN SIGN TO BE A MINIMUM OF 8 FEET AND THE SECONDARY SIGN PANEL A MINIMUM OF 5 FEET ABOVE THE EDGE OF PAVEMENT.  
WHERE GRADING OF 10H:1V OR FLATTER CANNOT BE OBTAINED, OR WHERE CURB OR BERM IS GREATER THAN 4 INCHES, THE MINIMUM VERTICAL CLEARANCE WILL BE MEASURED FROM THE GROUND LINE TO THE BOTTOM OF THE SIGN.
- THE HORIZONTAL OFFSET FROM EDGE OF PAVEMENT TO EDGE OF SIGN IS DERIVED FROM SECTION 2A.19 OF THE MUTCD AS FOLLOWS:  
FOR URBAN INSTALLATIONS - IN AREAS WHERE LATERAL OFFSETS ARE LIMITED, A MINIMUM LATERAL OFFSET OF 2 FEET IS DESIRABLE. A MINIMUM OFFSET OF 1 FOOT FROM THE FACE OF THE CURB MAY BE USED IN AREAS WHERE THE SIDEWALK WIDTH IS LIMITED OR WHERE EXISTING POLES ARE CLOSE TO THE CURB.  
FOR RURAL INSTALLATIONS - 6 FEET MINIMUM DESIRABLE FROM EDGE OF SHOULDER, BUT 12 FEET MINIMUM DESIRABLE FROM EDGE OF TRAFFIC OR AUXILIARY LANE.  
FOR INTERSTATE AND FREEWAY INSTALLATIONS - 6 FEET MINIMUM DESIRABLE FROM EDGE OF SHOULDER, BUT NOT LESS THAN 12 FEET FROM THE EDGE OF TRAFFIC OR AUXILIARY LANE.  
FOR RAMP INSTALLATIONS - 6 FEET MINIMUM FROM EDGE OF ROAD.  
WHERE BEHIND GUIDE RAIL - 4 FEET MINIMUM FROM BACK OF BEAM GUIDE RAIL ELEMENT TO SIGN POST.
- DO NOT INSTALL PERMANENT SIGN SUPPORTS ON SLOPES GREATER THAN 10H:1V, EXCEPT WHERE GRADING OF 10H:1V CANNOT BE OBTAINED OR THE SIGN SUPPORTS WILL BE BEHIND A TRAFFIC BARRIER. THE SLOPE IS TO EXTEND A MINIMUM OF 3 FEET BEYOND THE OUTSIDE EDGE OF SIGN (SEE GRADING DETAIL FOR SLOPE TREATMENT).
- EXTRUDED ALUMINUM SIGN PANELS ARE NOT PERMITTED FOR USE WITH STEEL U-POST SIGN SUPPORTS.
- DO NOT PLACE STEEL U-POST SIGN SUPPORTS IN FRONT OF GUIDE RAIL AND THE POSTS MUST NOT STRADDLE GUIDE RAIL.
- TO EXTEND THE HEIGHT OF A SIGN POST, A MAXIMUM OF ONE SPLICE MAY BE MADE AND MUST BE A MINIMUM OF 9 FEET FROM THE GROUNDLINE TO CENTER LINE OF SPLICE.

**STEEL U-POST SIGN SUPPORTS**

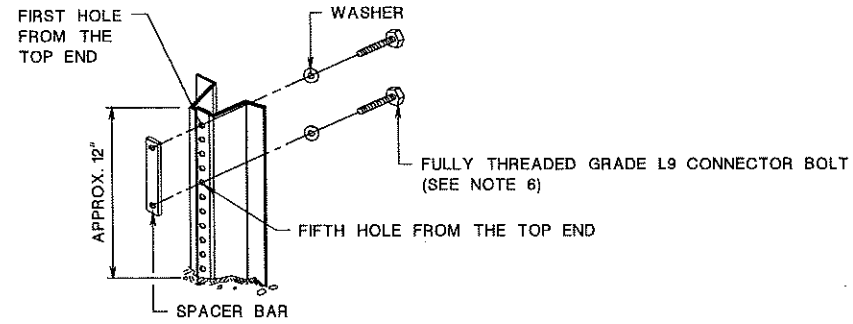
N.T.S.

CD-612-4

NEW JERSEY DEPARTMENT OF TRANSPORTATION

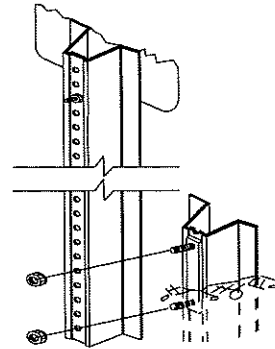
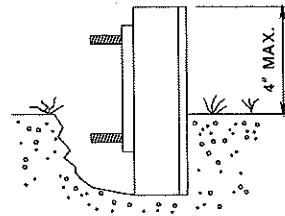
**CONSTRUCTION DETAILS**

CD-612-4.1

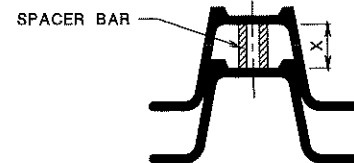
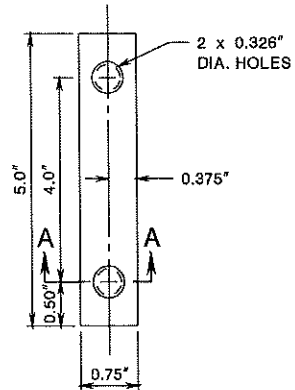


**NOTES:**

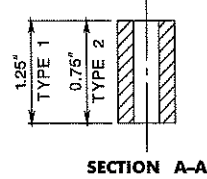
1. DRIVE ANCHOR POST ASSEMBLY TO WITHIN APPROXIMATELY 12 INCHES ABOVE GROUND LEVEL. PLACE BOLT AND WASHER IN FIRST AND FIFTH HOLES FROM THE TOP END, AND SECURE BOLTS ONTO SPACER.
2. DRIVE ANCHOR POST ASSEMBLY TO WITHIN A MAXIMUM OF 4 INCHES ABOVE GROUND LEVEL.
3. DIG OUT AROUND BACK OF ANCHOR POST ASSEMBLY TO ALLOW ROOM FOR TOP POST TO BE ATTACHED.
4. NEST TOP POST ASSEMBLY ONTO PROTRUDING ANCHOR POST ASSEMBLY BOLTS, THROUGH THE FIRST AND FIFTH HOLES FROM THE BOTTOM OF THE TOP POST.
5. PLACE AND TIGHTEN A SELF-LOCKING FLANGE NUT ON EACH BOLT. WHEN INSTALLATION IS COMPLETE, TOP OF GROUND POST NOT TO EXCEED 4 INCHES ABOVE GROUND LEVEL.
6. SIZE OF CONNECTOR BOLT FOR TYPE 1,  $\frac{5}{16}$ " x  $\frac{1}{2}$ "  
SIZE OF CONNECTOR BOLT FOR TYPE 2,  $\frac{7}{16}$ " x 2"
7. THE CONNECTOR BOLTS ARE TO BE FULLY THREADED. EACH CONNECTOR BOLT AND NUT TO BE CLEARLY STAMPED WITH MANUFACTURER'S IDENTIFYING MARK.



**ANCHOR POST ASSEMBLY  
SIGN SUPPORTS**



WHEN X IS GREATER THAN 0.75", USE TYPE 1 SPACER BAR  
WHEN X IS 0.75" OR LESS, USE TYPE 2 SPACER BAR



SECTION A-A

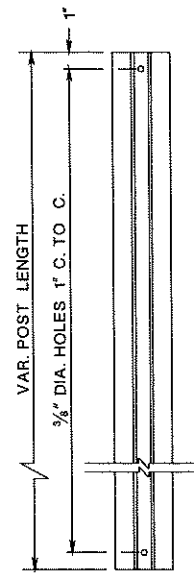
**SPACER BAR**

CD-612-5.1

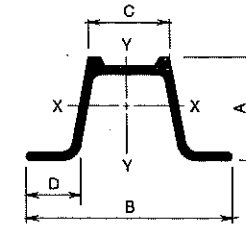
WEIGHT * LBS./FT.	DIMENSIONS (IN)				AREA IN. <sup>2</sup>	X-X AXIS **		Y-Y AXIS	
	"A"	"B"	"C"	"D"		I (IN. <sup>4</sup> )	S (IN. <sup>3</sup> )	I (IN. <sup>4</sup> )	S (IN. <sup>3</sup> )
2.50	1.516	3.062	1.278	0.669	0.760	0.228	0.313	0.539	0.352
4.00	1.968	3.500	1.336	0.834	1.187	0.611	0.707	1.161	0.664

\* ± 5%  
\*\* GOVERNING SECTION

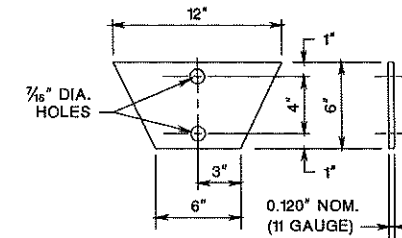
**TYPE 1 STEEL U-POST PROPERTIES**



**TOP POST  
U-POST**



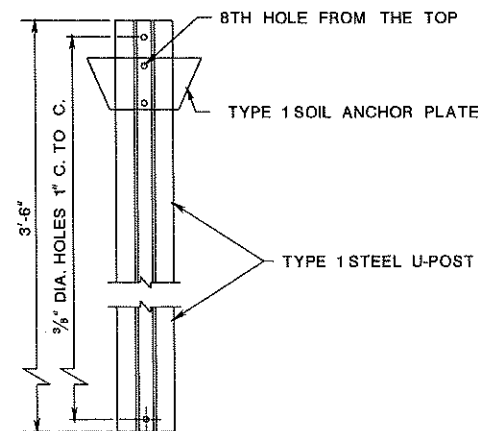
**TYPE 1 STEEL  
U-POST**



**TYPE 1  
SOIL ANCHOR PLATE**

**NOTES:**

1. ANCHOR POST AND TOP POST TO BE OF EQUAL WEIGHT / FEET.
2. SOIL ANCHOR PLATE TO BE ATTACHED TO ALL ANCHOR POSTS.
3. THE MATERIAL FOR THE SOIL ANCHOR PLATES TO BE CARBON SHEET STEEL.
4. THE STEEL "U" POST TO BE GRADE 60.



**TYPE 1  
ANCHOR POST  
ASSEMBLY**

**STEEL U-POST SIGN  
SUPPORTS**

N.T.S.


















CD-612-5

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION DETAILS**

CD-612-5.2

**LEGEND**

-  BREAKAWAY BARRICADES
-  BREAKAWAY BARRICADES WITH SIGN
-  CONSTRUCTION SIGNS
-  DRUMS
-  CONE
-  CONSTRUCTION BARRIER CURB (TYPE SPECIFIED)
-  DIRECTION OF TRAFFIC FLOW
-  TRAFFIC DIRECTOR, FLAGGER
-  TRAILER MOUNTED MOUNTED ARROW BOARD SHOWING CAUTION MODE
-  ILLUMINATED FLASHING ARROW MOUNTED ON TOWING VEHICLE SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING CAUTION MODE
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
-  TEMPORARY CRASH CUSHION, INERTIAL BARRIER SYSTEM
-  TEMPORARY CRASH CUSHION, (ALL OTHER APPROVED)
-  BUFFER ZONE
-  WORK AREA
-  PAINT STRIPING TRUCK OR OTHER OPERATING VEHICLE

**GENERAL NOTES:**

1. 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.
2. THE APPROXIMATE LOCATIONS OF THE ILLUMINATED FLASHING ARROW BOARDS ARE SHOWN ON THE TRAFFIC CONTROL PLANS. THESE LOCATIONS MAY BE MODIFIED AS APPROVED BY RE TO ADJUST FOR VISIBILITY DUE TO HORIZONTAL OR VERTICAL CURVATURE OF THE ROADWAY OR TO POSITION AT A SAFER LOCATION. ILLUMINATED FLASHING ARROW BOARDS ARE TO BE USED FOR TEMPORARY LANE CLOSINGS AND AT LOCATIONS SHOWN ON THE TRAFFIC CONTROL PLANS.
3. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES ARE TO BE IN PLACE.
4. RAMPS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN ARE TO BE PROVIDED WITH AT LEAST ONE W20-IF SIGN (ROAD WORK AHEAD) AS A MINIMUM.
5. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS, AND / OR FLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE PROPOSED TRAFFIC CONTROL PLAN ARE TO BE COVERED, REMOVED, OR RELOCATED AS DIRECTED BY THE RE.
6. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON EITHER THE EXISTING, TEMPORARY, OR PROPOSED TRAFFIC SIGNAL SYSTEMS ARE TO BE BAGGED OR COVERED.
7. MAINTENANCE AND PROTECTION OF TRAFFIC TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART VI "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.
8. CONSTRUCTION SIGN W99-2 (GIVE US A BRAKE) TO BE LOCATED 200 FEET IN ADVANCE OF PROJECT LIMITS.
9. A W1-6 (ARROW) SIGN MOUNTED ON A BREAKAWAY BARRICADE AND CENTERED ON THE CLOSED WIDTH TO BE LOCATED 100 FEET BEYOND EACH INTERSECTION OR MAIN ACCESS POINT WITHIN THE AREA OF A LANE OR SHOULDER CLOSURE.
10. CONSTRUCTION SIGNS R11-4 (ROAD CLOSED TO THRU TRAFFIC) TO BE PLACED AT THE INTERSECTING STREETS WHICH ARE CLOSED TO TRAFFIC BECAUSE OF CONSTRUCTION.
11. CONSTRUCTION SIGNS W8-9A (SYMBOL FOR UNEVEN PAVEMENT) AND W8-14A (GROOVED PAVEMENT) TO BE USED WHEN SUCH PAVEMENT CONDITIONS EXIST. THE PLACEMENT OF THESE SIGNS TO BE AS DIRECTED BY THE RE.
12. MOVING WORK AREAS IN A LANE CLOSURE REQUIRE A TRAILER MOUNTED ILLUMINATED FLASHING ARROW TO REMAIN AT THE END OF THE TAPER, THE TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION THAT IS TO MOVE WITH THE WORK AREAS TO KEEP A 70 FEET MIN. AND 150 FEET MAX. BUFFER IN ADVANCE OF EACH WORK AREA.
13. THE CONTRACTOR TO SUBMIT A PLAN FOR THE SAFE ACCESS OF CONSTRUCTION VEHICLES THROUGHOUT THE WORK SITE WHERE SPACE CONSTRAINTS PREVENT THE USE OF LANE CLOSURES. THE PLAN TO BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.
14. BACKFILL ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY AND PLACE ON AT LEAST 6H:IV SLOPE BEFORE THE END OF EACH WORK DAY. OTHER EXCAVATED AREA WITHIN THE CLEAR ZONE ARE TO BE BACKFILLED.
15. WHERE REQUIRED, THE CONTRACTOR IS TO MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN CROSSING LOCATIONS AND TYPE AS DIRECTED BY THE RE.
16. BITUMINOUS CONCRETE PLACED DURING THE VARIOUS CONSTRUCTION STAGES TO BE TRANSITIONED ON A MINIMUM 20H:IV SLOPE TO MEET THE ADJACENT EXISTING GRADE AT THE LONGITUDINAL AND TRANSVERSE LIMITS OF THE STAGE CONSTRUCTION AREAS UNLESS OTHERWISE NOTED ON THE STAGE CONSTRUCTION PLANS.
17. THE PLACEMENT AND / OR RELOCATION OF CONSTRUCTION BARRIER CURB TO BE DONE DURING APPROVED OFF-PEAK HOURS WHEN TRAFFIC MAY BE REDUCED TO ONE LANE IN EACH DIRECTION.
18. CONSTRUCTION ZONE SPEED LIMIT WILL BE DETERMINED BY THE BUREAU OF TRAFFIC ENGINEERING, REGIONAL TRAFFIC ENGINEER - WORK ZONE, AT THE TIME OF OR DURING CONSTRUCTION, AS REQUESTED BY THE RE.
19. THE SPEED LIMIT, R2-1 (BLACK ON WHITE) WITH ADDED WORK ZONE PLATE (BLACK ON ORANGE) SIGNS TO BE LOCATED THROUGH WORK AREAS AS DIRECTED BY THE BUREAU OF TRAFFIC ENGINEERING, REGIONAL TRAFFIC ENGINEER - WORK ZONE.
20. THE REDUCED SPEED AHEAD SIGN, W3-5(S) (BLACK ON ORANGE) TO BE LOCATED IN ADVANCE OF SPEED LIMIT R2-1 SIGNS WHICH REDUCE THE NORMAL POSTED SPEED LIMIT THROUGH THE CONSTRUCTION ZONE.
21. TRAFFIC FINES DOUBLED IN WORK AREA R(N)5-17(S), 4 FEET BY 2.5 FEET SIGN TO BE LOCATED 500 FEET AFTER THE FIRST ADVANCE WARNING SIGN, (W20 SERIES) AT EACH WORK AREA LOCATED WITHIN URBAN AREAS. THIS SIGN TO ALSO BE USED ON PROJECTS REQUIRING MOVING OPERATIONS IN WHICH CASE THE SIGN IS TO BE MOUNTED ON A SLOW MOVING CONSTRUCTION VEHICLE.
22. DO NOT CONSTRUCT THE FINAL HMA SURFACE PAVEMENT UNTIL THE FINAL STAGE OF THE PROJECT UNLESS OTHERWISE DIRECTED BY THE RE OR INDICATED ON THE PLANS. SET MANHOLES AND INLETS TO FINISHED GRADE AND CONSTRUCT TEMPORARY PAVEMENT RAMPS AROUND THEM WITH A MINIMUM 20H:IV SLOPE IN ALL DIRECTIONS USING HOT MIX ASPHALT PAVEMENT. THIS TEMPORARY MATERIAL WILL BE REMOVED IMMEDIATELY PRIOR TO PLACING THE SURFACE COURSE.
23. PLACE TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. AS SHOWN ON PLANS. NO SIGNS ARE TO BE PLACED WITHOUT ACTUAL LANE CLOSURES AND REMOVE IMMEDIATELY UPON REMOVAL OF THE CLOSURES.
24. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE RE.
25. TRAFFIC IMPACT NOTICES AND CHANGES
  - A. TERMS:  
WHEN THE FOLLOWING TERMS ARE USED, THE INTENT AND MEANING IS AS FOLLOWS:
    - i. 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.
    - ii. TEMPORARY LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH IS ROUTINELY SET UP AND REMOVED ON A DAILY BASIS.
    - iii. 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 IS TO NOTIFY THE RE IN WRITING ON THE ADVANCE FORM TO-83 PROVIDED BY THE DEPARTMENT, OF THE PROPOSED DATE. THE NOTICE IS TO 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 IS TO 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 IS TO IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CANNOT BE COMPLETED ON THE PROPOSED DATE.  
FOR A "PERMANENT LANE CLOSURE", THE CONTRACTOR IS TO NOTIFY THE RE IN WRITING, ON ADVANCE FORM TO-103, OF THE PROPOSED DATE A NEW TRAFFIC PATTERN WILL BE ESTABLISHED. THE NOTICE IS TO 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 IS TO 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 IS TO IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CANNOT BE COMPLETED ON THE PROPOSED DATE.  
STARTING THE ESTABLISHMENT OF A NEW PERMANENT TRAFFIC PATTERN IS TO BEGIN NO EARLIER THAN 1:00 PM FRIDAY AND BE COMPLETED AND READY FOR OPERATIONS BY 6:00 PM THE FOLLOWING SUNDAY. THE ESTABLISHMENT IS TO BE COMPLETED IN ACCORDANCE WITH THE LANE CLOSURE HOURS SPECIFIED IN THE CONTRACT.  
ADVANCE NOTICES SENT PRIOR TO THE PRE-CONSTRUCTION MEETING ARE TO 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 ARE TO 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" ARE TO BE SUBMITTED TO THE RE BY 9:00 AM THE DAY IN ADVANCE OF THE START OF THOSE OPERATIONS ON DAILY FORM TO-101 PROVIDED BY THE DEPARTMENT.  
"TEMPORARY LANE CLOSURES" FOR WEEKENDS ARE TO BE SUBMITTED TO THE RE BY 9:00 AM ON THE IMMEDIATELY PRECEDING FRIDAY ON THE DAILY FORM TO-101 PROVIDED BY THE DEPARTMENT.
  - D. CHANGES TO THE SCHEDULED CLOSURES  
REQUEST FOR A CHANGE TO THE TRAFFIC CONTROL REQUIREMENTS IN THE CONTRACT DOCUMENTS ARE TO BE SUBMITTED IN WRITING TO THE RE AS FOLLOWS:  
CHANGES TO THE SCHEDULED HOURS FOR "TEMPORARY LANE CLOSURES" ARE TO BE SUBMITTED TO THE RE 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" ARE TO BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.
26. WHERE MILLING OR HMA PAVING IS PERFORMED AND THE LANE IS TO BE RE-OPENED TO TRAFFIC EACH DAY, APPLY TEMPORARY TRAFFIC STRIPES.

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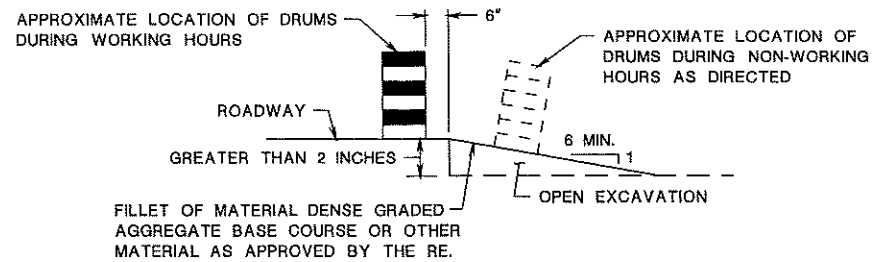
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TCD-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL DETAILS**

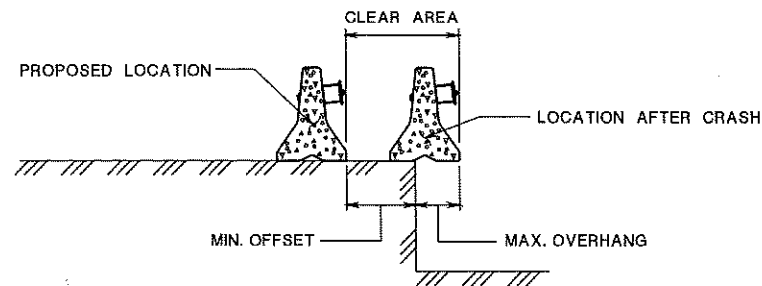


**NOTE:**  
ESCAPE RAMPS MUST BE CONSTRUCTED AND MAINTAINED DURING NON-WORKING HOURS WHERE A VERTICAL DROP GREATER THAN 2 INCHES EXISTS ADJACENT TO TRAVELED LANE.

**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:**
1. AVOIDANCE MANEUVER IS FOR A SPEED, PATH, AND / OR DIRECTION CHANGE PRIOR TO THE BEGINNING OF CHANNELIZING TAPERS.
  2. RECOMMENDED DISTANCES BETWEEN TWO SEPARATE LANE CLOSURES ARE DOUBLE THE VALUES SHOWN ABOVE.
  3. RURAL AND URBAN ROAD DESIGNATIONS ARE AS DEFINED IN THE NJDOT STATE HIGHWAY STRAIGHT LINE DIAGRAMS.
  4. 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.
  5. LOCATE TAPERS TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.



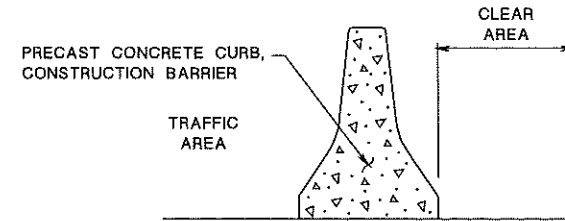
STAGE	LOCATION	CONNECTION TYPE
	RTE. STA. TO STA.	

CONNECTION TYPE	MIN. OFFSET	MAX. OVERHANG	CLEAR AREA
B	12"	16"	28"

**OPTIONAL CONNECTION TYPE B TREATMENT AT VERTICAL DROP OFF**

REGULATORY APPROACH SPEED OF TRAFFIC MILES / HOUR	RECOMMENDED TAPER LENGTH AND SPACING FOR CHANNELIZING TAPERS				RECOMMENDED SPACING ALONG TANGENTS	
	MINIMUM TAPER RATIO IN LENGTH PER FOOT OF WIDTH	MINIMUM TAPER LENGTH L - FOR LANE WIDTHS			MAXIMUM DEVICE (B) SPACING ALONG TAPERS IN FEET	MAXIMUM DEVICE (D) SPACING ALONG TANGENTS IN FEET
		10'	11'	12'		
25	10.5:1	105	115	125	25	50
30	15:1	150	165	180	30	60
35	20.5:1	205	225	245	35	70
40	27:1	270	300	325	40	80
45	45:1	450	495	540	45	90
50	50:1	500	550	600	50	100
55	55:1	550	605	660	55	110
60	60:1	600	660	720	60	120
65	65:1	650	715	780	65	130

**NOTE:**  
THE MAXIMUM DEVICE SPACING ALONG CURVES IS DEFINED FOR TAPERS (B) IN THE ABOVE TABLE.

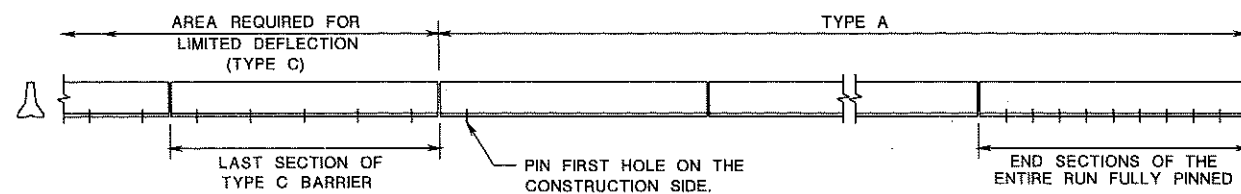
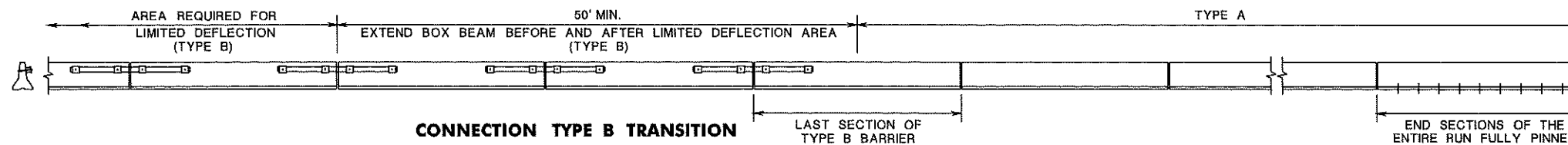


- NOTES:**
1. CHANGES TO THE PROPOSED CONNECTION TYPE AT ANY LOCATION MUST BE APPROVED BY THE DEPARTMENT.
  2. NO ROADWAY DROP OFFS, OBSTRUCTIONS, STORAGE OF MATERIALS, OR WORK WILL BE PERMITTED IN THE CLEAR AREA UNLESS APPROVED BY THE RE. EXCEPT ROADWAY DROP OFFS ARE PERMITTED ONLY WHEN USING THE OPTIONAL CONNECTION TYPE B TREATMENT AT VERTICAL DROP OFF.

STAGE	LOCATION	CONNECTION TYPE
	RTE. STA. TO STA.	

CONNECTION TYPE	CLEAR AREA
A	41 INCHES
B	28 INCHES
C	11 INCHES

**CONSTRUCTION BARRIER CURB CONNECTION TYPE AND CLEAR AREA**



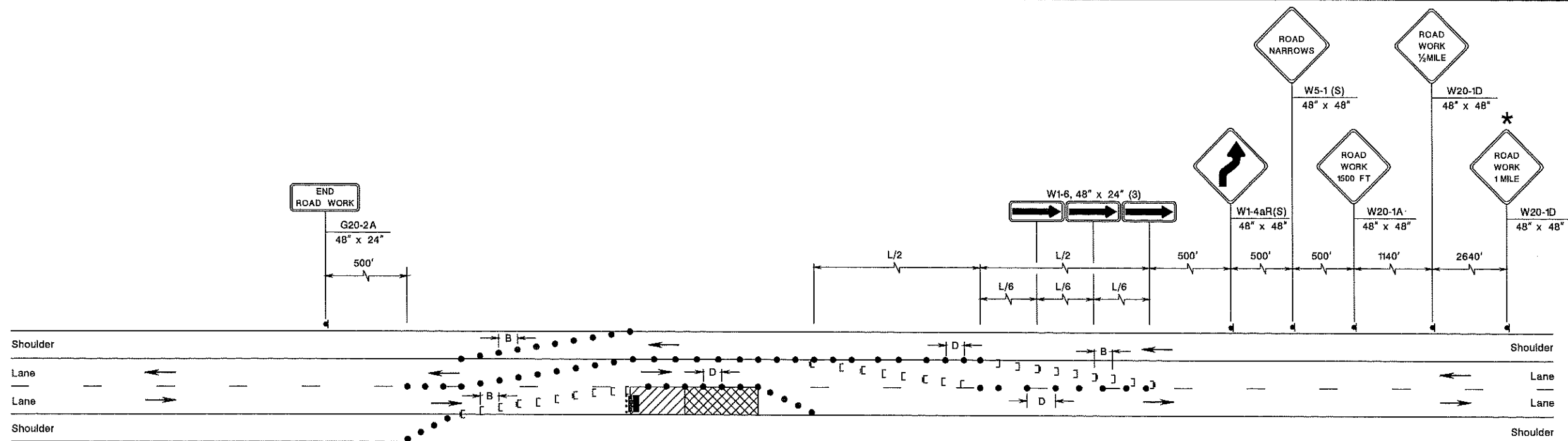
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TCD-2

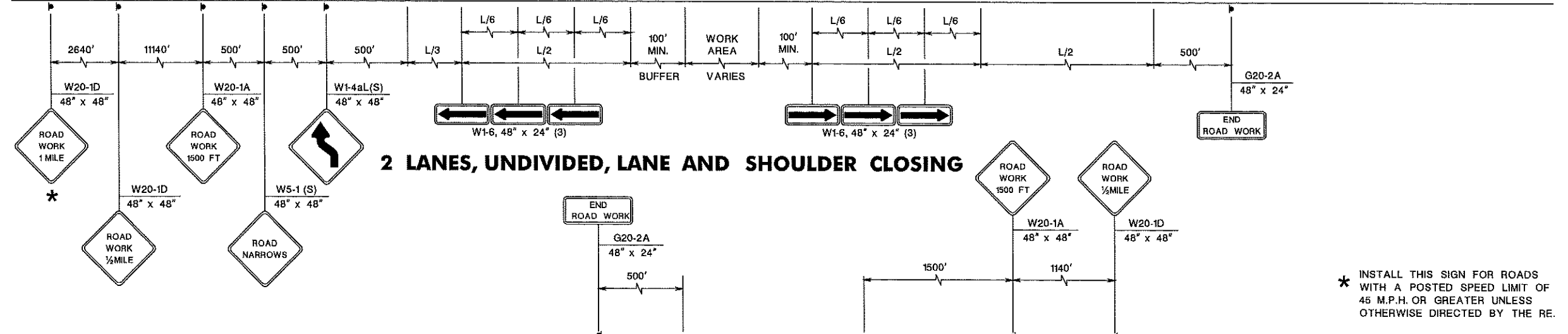
NEW JERSEY DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL DETAILS**

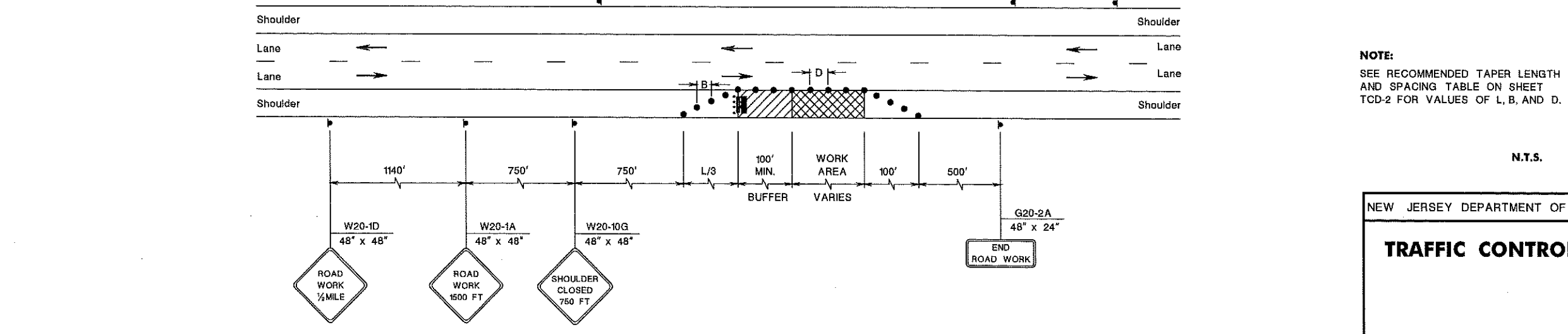
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**2 LANES, UNDIVIDED, LANE AND SHOULDER CLOSING**



**2 LANES, UNDIVIDED, SHOULDER CLOSING**



\* INSTALL THIS SIGN FOR ROADS WITH A POSTED SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

**NOTE:**  
 SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TCD-2 FOR VALUES OF L, B, AND D.

N.T.S.

TCD-3  
 NEW JERSEY DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL DETAILS**