

BOROUGH OF BRADLEY BEACH
MONMOUTH COUNTY, NEW JERSEY

CONTRACT FOR
SYLVAN LAKE BULKHEAD REPLACEMENT

NOTICE TO BIDDERS
PROPOSAL
INFORMATION FOR BIDDERS
GENERAL CONDITIONS
SPECIAL PROVISIONS
PLANS AND SPECIFICATIONS

MAYOR STEPHEN G. SCHUELER

BOROUGH COMMISSIONERS

GEORGE A. DeNARDO
ROBERT J. PEARSALL


LEONARD W. RILEY
SALVATORE GALASSETTI

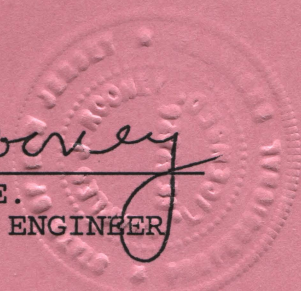
PHYLLIS A. QUIXLEY, BUSINESS ADMINISTRATOR

BIDS RECEIVED: November 10, 1997

P R E P A R E D B Y:

T & M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748


CHARLES J. ROONEY, P.E.
BRADLEY BEACH BOROUGH ENGINEER
LICENSE NO. 32826



PROJECT NO. BRAD-G9701

Mary Ann Solinski,
Borough Clerk



STATE OF NEW JERSEY
DEPARTMENT OF LABOR
OFFICE OF WAGE & HOUR COMPLIANCE

Christine Todd Whitman
Governor

PO Box 389
Trenton, New Jersey 08625-0389

Mel Gelade
Commissioner

December 4, 1997

Charles J. Rooney, P.E.
T & M Associates
Eleven Tindall Road
Middletown, NJ 07748

Re: Albert Marine Construction, Inc., Waretown

Job: Sylvan Lake Bulkhead Project
Bradley Beach Boro

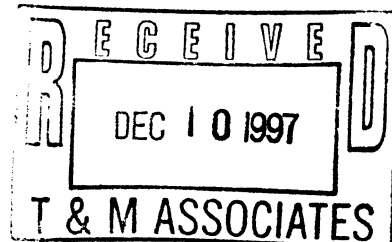
Dear Mr. Rooney:

Thank you for your letters dated December 2, 1997 asking whether or not the above referenced contractor is currently listed by the Commissioner of Labor for failure to pay the prevailing rate of wages on public works projects.

According to our records, the above contractor is not currently listed.

Very truly yours,
Robert E. Gaines
Robert E. Gaines, Chief
Public Contracts Section
Office of Wage & Hour Compliance
(609) 292-2259

REG:tt



NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Borough of Bradley Beach, Monmouth County, New Jersey for SYLVAN LAKE BULKHEAD REPLACEMENT and opened and read in public at the Borough Hall, 701 Main Street, Bradley Beach, New Jersey on Monday, November 10, 1997 at 10:00 a.m. prevailing time.

Contract Documents and Plans for the proposed work, prepared by Charles J. Rooney, P.E., Bradley Beach Borough Engineer, of the firm of T&M Associates, Consulting and Municipal Engineers, Eleven Tindall Road, Middletown, New Jersey, 07748, are on file in the office of the Engineer and may be inspected by prospective bidders during business hours.

Bidders will be furnished with a copy of the contract documents and plans by the Engineer upon proper notice and payment of a nonrefundable charge of Fifty Dollars (\$50.00) to defray the cost thereof.

Proposals must be made on the Standard Proposal Forms in a manner designated in the contract documents, must be enclosed in sealed envelope bearing the name and address of the bidder and the name of the work on the outside, addressed to the Borough of Bradley Beach and must be accompanied by a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and listed in Treasury Department Circular 570 and a bid guaranty for not less than ten percent (10%) of the amount bid except that the bid guarantee need not exceed \$20,000.00.

The award of the Contract for this work will not be made until the necessary funds have been provided by the Borough of Bradley Beach in a lawful manner.

The Borough of Bradley Beach and Engineer reserve the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of the nature required before furnishing proposal forms or specifications, or before awarding the contract.

The right is also reserved to reject any or all bids or to waive any informality where such informality is not detrimental to the best interest of the Borough of Bradley Beach. The right is also reserved to increase or decrease the quantities specified in the manner designated in the specifications.

Bidders are required to comply with the current requirements of P.L. 1975, c.127 (Affirmative Action) and P.L. 1977, c.33 (Disclosure of Ownership).

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.

BY ORDER OF THE MAYOR AND BOROUGH COMMISSIONERS

PHYLLIS A. QUIXLEY, BOROUGH CLERK

PROPOSAL

BY

ALBERT MARINE CONSTRUCTION, INC.
(Bidder's Name)

550 WELLS MILLS RD. WARETOWN, NJ 08758
(Address)

TO THE

BOROUGH OF BRADLEY BEACH
(Owner's Name)

BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY, NEW JERSEY
(City, State & County)

FOR

SYLVAN LAKE BULKHEAD REPLACEMENTS

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the OWNER is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he has carefully examined the annexed proposed Forms of Contracts and Information for Bidders, the Notice to Contractors, the Special Provisions, and the General Conditions; that he or his representative has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this proposal is accepted, he will contract with the above-named OWNER, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices to wit:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

PROPOSAL
SYLVAN LAKE BULKHEAD REPLACEMENT

<u>Item</u>	<u>Description</u>	<u>Contract</u> <u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Amount</u>
1.	Vinyl Bulkhead	130 L.F.	\$ <u>142³⁰</u>	\$ <u>18,499.⁰⁰</u>

Write Unit Price Bid EIGHTEEN THOUSAND
FOUR HUNDRED NINETY NINE

TOTAL AMOUNT BID ITEM 1 \$18,499.⁰⁰

WRITE TOTAL AMOUNT BID ITEM 1 \$18,499.⁰⁰

(SEE ENCLOSED)

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____ 19____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company).

(Surety Company)

BY _____
Surety Company
Attorney-in-Fact

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval).


NON-COLLUSION AFFIDAVIT


STATE OF NEW JERSEY :
COUNTY OF OCEAN : SS.
:

I, ROBERT E. ALBERT, of the TOWNSHIP of OCEA in the County of OCEAN and State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of ALBERT MARINE CONSTR. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an 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 Bradley Beach relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

Subscribed and sworn to
before me this
day of


BY: PRESIDENT
ROBERT E. ALBERT


Notary Public of New Jersey
My Commission Expires

19__.

J. ELAINE GARTISER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 13, 1998

DISCLOSURE OF OWNERSHIP

(If bidder is a sole proprietorship check
here () and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33,
declares and submits this Statement of Ownership.

Bidder is a Corporation ☒ Partnership () Joint Venture ()

Full Name of Individual (Stockholder) (Partner)	Address of Individual (Stockholder) (Partner)	Share (%) Owned
1. <u>ROBERT E. ALBERT</u>	<u>550 WELLS MILLS Rd</u> <u>WARETOWN, NJ</u>	<u>100%</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Number of minority (less than 10%) owners not listed

TOTAL

100%

- Notes:
1. Attach additional sheets in this format if necessary.
 2. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of (their) (its) individual owners.

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (X), a Certified or Cashier's Check (), payable to the order of the

in the sum of _____

_____ Dollars \$ _____) which the undersigned agrees is 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 project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The undersigned is an corporation individual under the partnership

Laws of the State of NEW JERSEY having principal offices at 550 WELLS MILLS RD. WARETOWN, N.J. Telephone Number 609-693-5524 Trade Name of

Bidder ALBERT MARINE CONSTRUCTION, INC.

1. Signed By ROBERT E. ALBERT
Signature *Robert E. Albert* (S) Title PRESIDENT AMC - SOLE OWNER

2. Signed By _____
Signature _____ (S) Title _____

3. Signed By _____
Signature _____ (S) Title _____

Signed This 7th Day of NOVEMBER, 1997. NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.



ALBERT MARINE CONSTRUCTION, INC.

550 Wells Mills Road
Waretown, NJ 08758
609-693-5524



THE BOROUGH OF BRADLEY BEACH
701 MAIN STREET
BRADLEY BEACH, NJ 07720

NOVEMBER 7, 1997

RE: SYLVAN LAKE BULKHEAD REPLACEMENTS
ADDENDUM

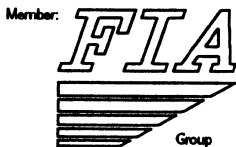
TO WHOM IT MAY CONCERN:

OUR PRICES ON THIS PROPOSAL REFLECT CURRENT AWPA TREATMENT
SPECIFICATIONS FOR FRESH WATER, WHICH ARE 1.0 LB/CU. FT., CCA
RETENTION.

SINCERELY,

ROBERT E. ALBERT

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY



119 Littleton Road

Parsippany, New Jersey 07054

BID BOND

BOND NO. B77434

KNOW ALL MEN BY THESE PRESENTS:

That we, ALBERT MARINE CONSTRUCTION INC.
550 WELLS MILLS RD WARETOWN NJ

as Principal and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, as Surety, are hereby held and firmly bound unto BORO OF BRADLEY BEACH
701 MAIN MAIN ST BRADLEY BEACH NJ

as Obligee, in penal sum of 10% NOT TO EXCEED TWENTY THOUSAND \$20,000.00 Dollars,
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS the Principal has submitted a bid for SYLVAN LAKES BULKHEAD REPLACEMENT 130 LF

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

It is hereby understood and agreed that the FIRST INDEMNITY OF AMERICA INSURANCE COMPANY will provide Surety on the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract and makes application to FIRST INDEMNITY OF AMERICA INSURANCE COMPANY for the required Performance and Payment Bonds. The Consent of Surety contained herein is limited to a Contract award not to exceed \$ 20,000.

This Bid Bond No. B77434 and Consent of Surety has been signed and sealed this 10 day of NOVEMBER, 1997.

ALBERT MARINE CONSTRUCTION INC.

PRINCIPAL

By Robert T. Albert

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

By Thomas M. Niland

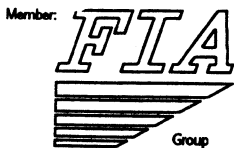
THOMAS M. NILAND

Attorney-in-Fact

Elaine Garter
Attest As To Principal

ELAINE GARTISER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 13, 1998

Michel Charette
Attest As To Surety MICHELE CHARETTE



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road

Parsippany, New Jersey 07054

Telephone - (973) 402-1200

BOND NO. B77434

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 1996

BONDS.....	\$2,457,756.00
PREFERRED STOCKS.....	\$881,500.00
COMMON STOCKS.....	\$1,257,359.00
MORTGAGE LOANS.....	\$2,729,469.00
REAL ESTATE.....	\$971,591.00
COLLATERAL LOANS.....	\$700,000.00
CASH AND SHORT-TERM INVESTMENTS.....	\$4,729,075.00
PREMIUMS IN COURSE OF COLLECTION (UNDER 90 DAYS)	\$751,946.00
INTEREST AND DIVIDENDS RECEIVABLE.....	\$24,679.00
REINSURANCE RECEIVABLE.....	\$945,563.00
REINSURANCE RECOVERABLE ON LOSS PAYMENTS.....	\$2,360,850.00
FUNDS HELD BY OR DEPOSITED WITH REINSURED COMPANIES..	\$1,812,653.00
CONTRACT MONEY RECEIVABLE.....	\$110,002.00
OTHER ASSETS.....	\$10,346.00

TOTAL ADMITTED ASSETS..... \$19,742,789.00

RESERVE FOR LOSSES AND LOSS EXPENSES.....	\$7,329,824.00
UNEARNED PREMIUMS.....	\$5,012,503.00
PAYABLE FOR SECURITIES.....	\$1,044,850.00CR
FUNDS HELD UNDER REINSURANCE TREATIES.....	\$139,008.00
PROVISION FOR UNAUTHORIZED REINSURANCE.....	\$34,613.00
AMOUNTS WITHHELD OR RETAINED FOR ACCOUNT OF OTHERS...	\$75,300.00
ACCRUED EXPENSES.....	\$3,795.00CR

TOTAL LIABILITIES..... \$11,542,603.00

CAPITAL STOCK, PAID UP.....	\$3,500,000.00
UNASSIGNED FUNDS (SURPLUS).....	\$4,700,186.00
SURPLUS AS REGARDS POLICYHOLDERS.....	<u>\$8,200,186.00</u>

TOTAL LIABILITIES AND SURPLUS..... \$19,742,789.00

I, John P. Teevan, Jr., Treasurer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 1996, according to the best of my information, knowledge, and belief.

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:



John P. Teevan Jr.
John P. Teevan, Jr.
Treasurer

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Parsippany - Troy Hills, this 7th day of May, 1997.

BOND NO. B77434



Frances A. Frazzane
Frances A. Frazzane, Notary Public
My Commission Expires May 10, 2002



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road

Parsippany, New Jersey 07054

Telephone - (973) 402-1200

BOND NO. B77434

POWER OF ATTORNEY FOR BID BONDS AND CONSENTS OF SURETY ONLY

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint THOMAS M. NILAND its true and lawful Attorney-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 8th day of August 1997.





Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 8th day of August, 1997, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.




Frances A. Frazzani
Notary Public State of
New Jersey
Term Expires May 10, 2002

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, September 19, 1996.

RESOLVED, that the President, or any one of the Vice-Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof.

I, Eamonn Long, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect. IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation.

this 10TH day of NOVEMBER 19 97.

BOND NO. B77434




Eamonn Long, Secretary

CONTRACT

THIS AGREEMENT made, as of the latest date of execution by either of the parties,
as noted with their respective signatures, BETWEEN the

Sylvan Lake Commission, Borough of Bradley Beach, 701 Main Street,

Bradley Beach, New Jersey 07720

hereinafter called the OWNER, and

Albert Marine Construction, Inc., 550 Wells Mills Road, Waretown, New Jersey

08758

hereinafter called the CONTRACTOR.

WITNESSETH: That the OWNER and the CONTRACTOR, for the consideration hereinafter
specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide all
necessary machinery, tools and equipment and to furnish and deliver all
materials, and to do and perform in a good and workmanlike manner all the work
and labor required to be furnished and delivered, done and performed in
conformity with the Contract Documents for the Sylvan Lake Bulkhead Replacements,
signed by Charles J. Rooney, P.E., Bradley Beach Borough Engineer, hereto
annexed, which said Contract Documents and Contractor's Proposal annexed thereto
are hereby made a part of this agreement as fully and with the same effect as if
the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: Said delivery or performance
shall be in accordance with the provisions of the Contract Documents annexed
hereto, and if no time is set forth therein, as directed by the OWNER.

ARTICLE THREE: PAYMENT: OWNER agrees to pay CONTRACTOR for said work and
materials, when completed or delivered, as the case may be, in accordance with
the said Contract Documents and within the time stated, for the actual quantity
of authorized work done under each item scheduled in the Proposal at the
respective unit price bid therefore by the CONTRACTOR, which payment according
to the estimated quantities will amount to

Eighteen Thousand, Four Hundred and Ninety Nine Dollars and 00/100 (\$18,499.00).

Payments to be made in accordance with the OWNER's usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the OWNER reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE FOUR: INDEMNIFICATION: The CONTRACTOR will make all payments of proper charges for said work required in accordance with said Contract Documents and will indemnify and save harmless the OWNER, the Engineer and their officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the OWNER, the Engineer or any of their officers, servants or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of said work or through the negligence of the CONTRACTOR or through any act or omission on the part of the CONTRACTOR, its agents or agent.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the OWNER.

ARTICLE SIX: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 prohibiting discrimination by reasons of race, creed, color, national origin or ancestry and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the OWNER in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE SEVEN: AFFIRMATIVE ACTION REQUIRED: In accordance with Subsection 3.4(a) and Sections 7.4(a) and (b) of the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the following is made a part of this Contract:

MANDATORY AFFIRMATIVE ACTION REQUIREMENTS
FOR
PUBLIC WORKS CONTRACTS AND CONSTRUCTION CONTRACTS
(N.J.A.C. 17:27-1 et seq.)

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

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

- a. 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are

treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

- b. 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, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice on conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

MINORITY AND FEMALE EMPLOYMENT GOAL OBLIGATIONS

- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the affirmative action office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (A), (B) and (C) below, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the affirmative action office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. 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 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 P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurance, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the affirmative action office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies.
 - (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with employment goal.
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any documents or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainers pursuant to these rules. All of these requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
- (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 affirmative action office and submitted promptly to that office upon request.
- (C) The contractor or subcontractor agrees that nothing contained in preceding provision (B) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and female consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provision (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which resulted in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprenticeship 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 female workers residing within the geographical jurisdiction of the union.

- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the Public Agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh workday of each month) thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

NOTE THE FOLLOWING WITH REGARD TO EXEMPTIONS AND FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAMS

- f. A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language required by P.L. 1975, c.127, all of the language of a. through c. above, and said contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27-1 et seq.
- g. Subsection e. above shall not apply to any construction contractor or subcontractor performing under an existing federally approved or sanctioned affirmative action program; or to any subcontractor which is exempted under N.J.A.C. 17:27-6.1 from the affirmative action plan requirements of N.J.A.C. 17:27-6.1 et seq.; or to any construction contractor or subcontractor bidding on or negotiating with a public agency operating under its own affirmative action construction program which has been designated as a State-approved affirmative action construction program pursuant to N.J.A.C. 17:27-6.5.

This Contract shall be binding upon the OWNER, its successors and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the OWNER has caused this instrument to be signed

by Stephen G. Schueler, Mayor

Attested by Phyllis A. Quixley, Business Administrator

and the Borough of Bradley Beach

seal to be hereunto affixed, and the CONTRACTOR hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

OWNER Borough of Bradley Beach

1. SIGNED BY Stephen G. Schueler

SIGNATURE  (S)


TITLE Mayor DATE _____

2. SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

ATTEST:



(SEAL) Phyllis A. Quixley, Business Administrator

CONTRACTOR Albert Marine Construction, Inc.

1. SIGNED BY Robert E. Albert

SIGNATURE 

TITLE President DATE 12-10-97

2. SIGNED BY _____

SIGNATURE _____

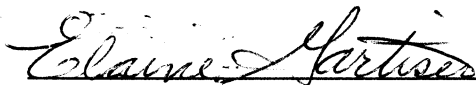
TITLE _____ DATE _____

3. SIGNED BY _____

SIGNATURE _____

TITLE _____ DATE _____

ATTEST:



(SEAL) ~~Witness~~
ELAINE GARTISER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 13, 1998

NOTE: Attach additional signature sheets in the above form if necessary.

CORPORATE ACKNOWLEDGMENT


STATE OF NEW JERSEY

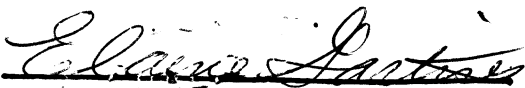
SS:

COUNTY OF OCEAN

BE IT REMEMBERED, that on this 10th day of DEC., 1997 before me the subscriber, a Notary Public of the State of New Jersey, personally appeared ROBERT E. ALBERT who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of ALBERT MARINE CONSTR., the Corporation named in the within Instrument; that ROBERT E. ALBERT is the SOLE President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said ROBERT E. ALBERT, President, as and for the voluntary act and deed of said Corporation, in the presence of ELAINE GARTISER deponent, who thereupon subscribed HER name thereto as attesting witness.

Sworn to and subscribed before
me the date aforesaid


Secretary


Notary Public

ELAINE GARTISER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 13, 1998

CONTRACTOR
ACKNOWLEDGMENTS

COPARTNERSHIP

STATE OF
COUNTY OF

} SS:

On this _____ day of _____ 19 _____
before me personally appeared _____ to me
known and known to me to be one of the firm of _____
_____ described in and who executed the foregoing
instrument and he thereupon acknowledged to me that he executed
the same as and for the act and deed of said firm.

CORPORATE

STATE OF NEW JERSEY
COUNTY OF OCEAN } SS:

On this 10th day of DECEMBER 19 97,
before me personally appeared ROBERT E. ALBERT to me
known, who being by me first duly sworn, did depose and say that
he resides in WARETOWN, NJ; that he is the PRESIDENT
of ALBERT MARINE CONSTR. the corporation described in
and which executed the foregoing instrument; that he knows the
corporate seal of said corporation; that the corporate seal
affixed to said instrument is such corporate seal; that it was
so affixed by order an authority of the Board of Directors of
said corporation, and that he signed his name thereto by like
order and authority.

Robert E. Albert

INDIVIDUAL

STATE OF
COUNTY OF

} SS:

Of this _____ day of _____ 19 _____,
before me personally appeared _____,
to me known and known to me to be the individual described in
and who executed the foregoing instrument and _____ acknow-
ledged to me that _____ executed the same.

ATTEST:

(SEAL)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/11/97

PRODUCER

HANSENS INS CENTER
150 HWY 37 WEST
DEERCHASE PROF PARK
TOMS RIVER NJ 08755

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A KODIAK

COMPANY
B CIGNA COMPANIES

COMPANY
C

COMPANY
D

INSURED

ALBERT MARINE CONSTRUCTION INC
VICKI ALBERT
550 WELLS MILLS RD
WARETOWN NJ 08758

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP13747	03/02/97	03/02/98	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	6R14UB980K5203	4/08/97	4/08/98	X WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

BOROUGH OF BRADLEY BEACH
ATT: CHARLES J. ROONEY
701 MAIN STREET
BRADLEY BEACH NJ 07720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donna Halliday

DH A

* REVISED *

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
12/11/97

PRODUCER

Meeker Sharkey & Moffatt
P.O. Box 1520
2052 Highway #35
Wall Township, NJ 07719

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

ANY Marine & General Insurance Co.

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Albert Marine Construction, Inc.
550 Wells Mills Road
Waretown, NJ 08758

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MMO16983ML597	04/04/97	04/04/98	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	MMO1714ML597	04/21/97	04/21/98	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$1,000,000
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Coverage is provided as required by the contract documents for Sylvan Lake Bulkhead Replacement. Borough of Bradley Beach is included as additional insured with respects to the operations of the named insured by end't #CG2010/B

CERTIFICATE HOLDER

Borough of Bradley Beach
701 Main Street
Bradley Beach, NJ 07720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas Sharkey

KAP © ACORD CORPORATION 1993

PAYMENT AND PERFORMANCE BOND

BOND #A08550

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

ALBERT MARINE CONSTRUCTION, INC.

(Name of Contractor)

550 WELLS MILLS ROAD, WARETOWN, N.J. 08758

(Address of Contractor)

a CORPORATION

(Corporation, Partnership or Individual)

as principal, and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

(Name of Surety)

119 LITTLETON ROAD, PARSIPPANY, N.J. 07054

(Address of Surety)

as sureties, are hereby held and firmly bound unto

BOROUGH OF BRADLEY BEACH

(Name of OWNER)

701 MAIN STREET, BRADLEY BEACH, N.J. 07720

(Address of OWNER)

in the penal sum of EIGHTEEN THOUSAND FOUR HUNDRED
NINETY NINE AND XX/100----- Dollars, \$(18,499.00
) for the payment of which well and truly to be made, we hereby jointly
and severally bind ourself, our heirs, executors, administrators, successors and
assigns.

Signed this 16TH day of DECEMBER, 19 97

THE CONDITION OF THE ABOVE OBLIGATIONS is such that whereas, the above named
principal did on the 16TH day of
DECEMBER 19 97, enter into a Contract with

BOROUGH OF BRADLEY BEACH

County of _____ State of NEW JERSEY, which said
Contract is made a part of this the bond the same as though set forth herein,
FOR: SYLVAN LAKE BULKHEAD REPLACEMENTS

NOW, if the said principal shall well and faithfully do and perform the things
agreed by (him) (them) (it) to be done and performed according to the terms of
said Contract, and shall pay all lawful claims of subcontractors, materialmen,
laborers, persons, firms or corporations for labor performed or materials,

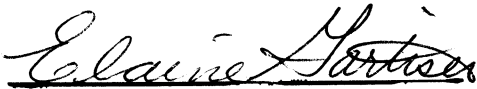
provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation 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 therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this 16TH
day of DECEMBER, 1997.

ATTEST:


(Principal) Secretary
or Witness as to Principal

ALBERT MARINE CONSTRUCTION, INC.
Principal (Contractor)

BY:  (S)

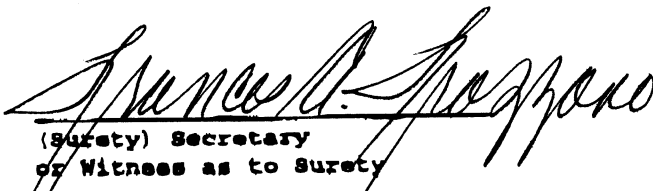
(Typed Name)

550 WELLS MILLS ROAD

(Address)

WARETOWN, N.J. 08758

ATTEST:


(Surety) Secretary
or Witness as to Surety
(SEAL)

FIRST INDEMNITY OF AMERICA INSURANCE CO.
Surety

BY:  (S)
Attorney-in-Fact

MICHELE CHARETTE, ATTORNEY-IN-FACT
(Typed Name)

119 LITTLETON ROAD
(Address)

PARSIPPANY, N.J. 07054

NOTE: Date of Bond must not be prior to date of Contract execution by Principal (Contractor). If CONTRACTOR is a partnership, all partners must execute bond and additional signature sheets, as necessary, must be attached. A corporate acknowledgement and statement of authority is to be attached by the Surety Company. The surety must also attach the Surety Disclosure Statement and Certification required by P.L. 1995, c. 384.

APPROVAL OF BOND

The foregoing Bond approved this _____ day of _____
19____.

SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road
Parsippany, NJ 07054
Fax: (201) 402-0770
(201) 402-1200

BOND #A08550

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety ~~meets~~ the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount ~~has~~ been certified and is on file with the New Jersey Department of Insurance as ~~required~~ by law. Copies of the Annual Statement reflecting such information ~~are~~ on file with the New Jersey Department of Insurance and may be obtained from that agency.
3. The amount of the bond to which this statement and certification is attached is \$18,499.00. _____
4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 1996, as on file with the New Jersey Department of Insurance.
5. The Surety certifies that each reinsurer referred to in Item (5) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond)

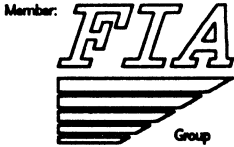
I, MICHELE CHARETTE as ATTORNEY-IN-FACT for
(name) (title of signatory)

First Indemnity of America Insurance Company, a corporation domiciled in New Jersey, DO
HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are
true and acknowledge that if any of those statements are false, this bond is voidable.


Signature

MICHELE CHARETTE
Print name

ATTORNEY-IN-FACT
Title



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road

Parsippany, New Jersey 07054

Telephone - (973) 402-1200

BOND NO. A08550

POWER OF ATTORNEY

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint MICHELE CHARETTE its true and lawful Attorney-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 19th day of November 1997.





Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 19th day of November, 1997, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.




Frances A. Frazzani
Notary Public State of
New Jersey
Term Expires May 10, 2002

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, September 19, 1996.

RESOLVED, that the President, or any one of the Vice-Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof.

I, Eamonn Long, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect. IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 16th day of December, 1997.

THE OBLIGATION OF THIS POWER OF ATTORNEY SHALL NOT EXCEED EIGHTEEN THOUSAND FOUR HUNDRED NINETY NINE AND XX/100 DOLLARS (\$18,499.00), FOR THIS BOND NO. A08550.

BOND NO. A08550




Eamonn Long, Secretary



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road

Parsippany, New Jersey 07054

Telephone - (973) 402-1200

BOND NO. A08550

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 1996

BONDS.....	\$2,457,756.00
PREFERRED STOCKS.....	\$881,500.00
COMMON STOCKS.....	\$1,257,359.00
MORTGAGE LOANS.....	\$2,729,469.00
REAL ESTATE.....	\$971,591.00
COLLATERAL LOANS.....	\$700,000.00
CASH AND SHORT-TERM INVESTMENTS.....	\$4,729,075.00
PREMIUMS IN COURSE OF COLLECTION (UNDER 90 DAYS)	\$751,946.00
INTEREST AND DIVIDENDS RECEIVABLE.....	\$24,679.00
REINSURANCE RECEIVABLE.....	\$945,563.00
REINSURANCE RECOVERABLE ON LOSS PAYMENTS.....	\$2,360,850.00
FUNDS HELD BY OR DEPOSITED WITH REINSURED COMPANIES..	\$1,812,653.00
CONTRACT MONEY RECEIVABLE.....	\$110,002.00
OTHER ASSETS.....	\$10,346.00

TOTAL ADMITTED ASSETS..... \$19,742,789.00

RESERVE FOR LOSSES AND LOSS EXPENSES.....	\$7,329,824.00
UNEARNED PREMIUMS.....	\$5,012,503.00
PAYABLE FOR SECURITIES.....	\$1,044,850.00CR
FUNDS HELD UNDER REINSURANCE TREATIES.....	\$139,008.00
PROVISION FOR UNAUTHORIZED REINSURANCE.....	\$34,613.00
AMOUNTS WITHHELD OR RETAINED FOR ACCOUNT OF OTHERS...	\$75,300.00
ACCRUED EXPENSES.....	\$3,795.00CR

TOTAL LIABILITIES..... \$11,542,603.00

CAPITAL STOCK, PAID UP.....	\$3,500,000.00
UNASSIGNED FUNDS (SURPLUS).....	\$4,700,186.00
SURPLUS AS REGARDS POLICYHOLDERS.....	\$8,200,186.00

TOTAL LIABILITIES AND SURPLUS..... \$19,742,789.00

I, John P. Teevan, Jr., Treasurer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 1996, according to the best of my information, knowledge, and belief.

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:



John P. Teevan, Jr.
John P. Teevan, Jr.
Treasurer

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Parsippany - Troy Hills, this 7th day of May, 1997.

BOND NO. A08550



Frances A. Frazzane
Frances A. Frazzane, Notary Public
My Commission Expires May 10, 2002

SECTION IB
INFORMATION FOR BIDDERS

IB. INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

IB.1 RECEIPT AND OPENING OF PROPOSALS

IB.1.1. OWNER AND PROJECT

The Mayor and Borough Commissioners of the Borough of Bradley Beach, (hereinafter called the "OWNER") invites proposals for the SYLVAN LAKE BULKHEAD REPLACEMENT.

IB.1.2. TIME AND PLACE OF OPENING OF PROPOSALS

Proposals will be received by the OWNER at 10:00 A.M. Prevailing Time on Monday, November 10, 1997, Borough Hall, 701 Main Street, Bradley Beach, New Jersey, and at such time and place will be publicly opened and read aloud.

IB.1.3. INFORMAL PROPOSALS

The OWNER may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may, so far as permitted by law, waive informalities or reject any and/or all Proposals.

IB.2 QUALIFICATION OF BIDDERS

IB.2.1. EXPERIENCE AND CAPITAL REQUIRED

Bidders must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed. It is the Bidder's responsibility to provide, upon request, documentation sufficient to allow the OWNER and Engineer to determine if the Bidder has the qualifications required.

IB.2.2. UNSATISFACTORY PAST PERFORMANCE

Proposals received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed similar work in an unsatisfactory manner, may be rejected.

IB.3 TIME FOR COMPLETION OF WORK

IB.3.1 TIME ALLOWED

All work stipulated in the Contract shall be fully completed within Forty-Five (45) calendar days of the date of mailing by certified mail or of receipted delivery, by hand or facsimile, of a Notice of Award.

IB.3.2 NOTICE OF AWARD

A Notice of Award will be issued to the successful bidder by the Engineer within five (5) calendar days, Sundays and Holidays excepted, of the date the OWNER acts to award the contract. The Notice of Award shall be accompanied by contracts and related documents prepared for execution by the successful bidder and will designate a date for a preconstruction meeting, if one is to be held, and identify any other submissions by and/or actions of the successful bidder precedent to starting work.

IB.3.3 NOTICE TO PROCEED

The Engineer will issue a Notice to Proceed to the CONTRACTOR within five (5) working days of the completion of the following:

1. The CONTRACTOR has properly executed and returned the Contract;
2. The CONTRACTOR has provided any required bonds and insurance certificates;
3. The OWNER has approved the bonds and insurance certificates and has consented to starting work;
4. A pre-construction conference, if required, has been held; and
5. The CONTRACTOR has provided any other submission and/or taken any other action required by the Contract Documents as a condition precedent to starting work.

When provided for by the Contract Documents, or in emergency situations, the Engineer may, with the consent of the OWNER, issue a Notice to Proceed without completion of one or more of the conditions listed in the first paragraph of this section.

Within seven (7) calendar days of receiving a written request from the CONTRACTOR requesting authorization to proceed, the Engineer shall respond by: (1) issuing a Notice to Proceed; or (2) issuing a written response detailing why a Notice to Proceed cannot be issued.

IB.4 LIQUIDATED DAMAGES

IB.4.1. DAMAGES FOR CAUSE

The CONTRACTOR shall be liable to the OWNER for all expenses, losses or damages, as determined by the Engineer, incurred in consequence of any defect, omission or mistake of the CONTRACTOR, his subcontractors, agents or employees, or for the making good thereof.

IB.4.2. COSTS OF ENGINEERING AND INSPECTION

There will be deducted from any payments due the CONTRACTOR and retained by the OWNER an amount to defray the amount paid by the OWNER to inspect the work and/or administer the contract for any period in excess of the completion time stipulated, in excess of ten (10) hours per day or on Sundays or Legal Holidays. This amount shall be determined at the rate of Sixty-Five Dollars (\$65.00) per hour for each person employed on the site or in the Engineer's office except that costs of administering the contract in the Engineer's office, which are not increased by the expansion of the time of completion or the work schedule, shall not be deducted.

IB.4.3. DAMAGES FOR NONCOMPLETION

If the CONTRACTOR is permitted to finish the work after the specified period of completion, the OWNER shall have full authority to deduct and retain from any payments to the CONTRACTOR a sum calculated at a rate of Three Hundred Fifty Dollars (\$350.00) per calendar day after the specified completion date that the work remains uncompleted, all as liquidated damages and not as a penalty, to defray loss to the OWNER due to the failure to complete the work in the stipulated time. It is mutually agreed that the sum stated for liquidated

damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of this contract; however, nothing contained herein shall be construed to prevent recovery by the OWNER of the costs of any damages in excess of the liquidated damages provisions herein, sustained as a result of the CONTRACTOR's failure to complete said work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the CONTRACTOR to either complete the work on time or pay liquidated damages.

IB.5 PREVAILING WAGES

IB.5.1. REQUIREMENTS OF LAW

Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes, providing, as a condition of this Contract, the establishment of an eight hour working day for laborers, workmen and mechanics.

If required in this Contract and so stated in the Notice to Bidders (advertisement), the CONTRACTOR will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments. Prior to final payment, the CONTRACTOR shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

IB.5.2. WAGE RATE DETERMINATION ON FILE

Copies of the Act cited above and of the New Jersey Department of Labor & Industry Wage Rate Determination for this project are available at the office of the Engineer and may be inspected during regular business hours.

IB.5.3. WAGE RATES, A CONDITION OF CONTRACT

Bidders should familiarize themselves with the above cited Act and the particular wage rate determination for this project, since they will be attached to and made a condition of this Contract to be executed for this project. In the event it is found that any workmen, employed by the CONTRACTOR or any subcontractor, on this project, has been paid rate of wages less than the prevailing wages required, 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 surety(ies) shall be liable to the OWNER for any excess cost occasioned thereby.

IB.6 PREPARATION OF PROPOSALS

IB.6.1. BASIS OF CONTRACT AWARD

Bids will be received under these specifications for the completion of the whole work. The lowest correct total lump sum complete bid from a responsible qualified Bidder will govern in the awarding of the Contract. If scheduled in

IB.6.2. INCOMPLETE OR INFORMAL PROPOSALS

No bids will be considered in which all of the items given in the Proposal are not filled out. Bidders are cautioned not to revise nor attach any conditions, limitations, or provisos to the Proposal as such conditions, limitations or provisos will render their bid informal and may cause its rejection.

IB.6.3. COMPLETION AND SUBMISSION OF PROPOSALS

All prices and amounts must be written in ink or, preferably, typewritten. All erasures or corrections must be initialed by a signatory to the Proposal.

Bids must be enclosed in sealed envelopes, addressed to the OWNER, bearing on the outside the name and address of the bidder and must be delivered at the place and time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

IB.6.4. ERRORS IN PROPOSALS

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total bid submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

IB.6.5. MATERIALS TO BE BID IN PLACE

Unless otherwise specified, the price bid for each of the items in the Proposal shall be for the material in place. Any and all costs necessary to construct, erect or place such material in the work shall be estimated and included in the unit price of each item.

IB.6.6. ESTIMATED QUANTITIES

It has been the endeavor to estimate the approximate quantity of each item in the Proposal to cover the requirements of the Contract. However, it is usually expected that the quantity finally paid for will be different than that quantity estimated for bidding purposes. In case a greater or lesser quantity than those estimated in the Proposal is required to finally complete the work, or in case an item scheduled is not used, the CONTRACTOR agrees to make no claim for the variation, but will accept final payment based on the actual amount of work performed at the unit price bid.

IB.7 PROPOSAL SECURITY

IB.7.1. SECURITY REQUIRED

Each proposal must be accompanied by a bid guarantee in accordance with N.J.S.A. 40A:11 et seq. Said guarantee may, at the bidder's option, be in the form of a cashier's check or a certified check drawn on a New Jersey bank or trust company or a bid bond from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and complying with P.L. 1995, c. 384, and, if so required and noted in Notice to Bidders and Special Provisions, listed in the current U.S. Treasury Department Circular 570, in the amount of at least ten percent (10%) of the amount of the bid, but not in excess of \$20,000.

IB.7.2. RETURN OF PROPOSAL SECURITY

Such Proposal Security will be returned to all except the three (3) lowest formal bidders, unless otherwise requested by the bidder, within ten (10) working days after the opening of bids and the bids of such bidders shall be considered withdrawn; the remaining Proposal Securities except that of the bidder to whom the Contract is awarded shall be returned within three (3) working days of the date of the Contract award. The Proposal Security of the bidder to whom the Contract is awarded shall be retained until the Contract is executed and all required bonds and other security is submitted and approved. If bid proposals are rejected, the Proposal Securities of all bidders will be returned within five (5) working days thereafter.

IB.7.3. TIME FOR AWARD OF CONTRACT

The Contract shall be awarded or all bids therefor rejected within sixty (60) days after the opening of bids, except that the bids of any bidders who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed. All security delivered with the bids, except the check or bond of the bidder to whom the Contract is awarded, shall be returned within three (3) working days thereafter.

IB.8 CONSENT OF SURETY

In addition to the Proposal Security, each Proposal must be accompanied by a statement, similar in form to that annexed to the Proposal, of a surety company authorized to do business in the State of New Jersey and conforming with P.L. 1995, c. 384, and, if so required and noted in the Notice to Bidders and Special Provisions, listed in the current U.S. Treasury Department Circular 570, agreeing, in the event that the bidder is awarded the Contract, to execute and deliver a Payment and Performance Bond, in the penal sum of one hundred percent (100%) of the amount of the Proposal.

IB.9 PAYMENT AND PERFORMANCE SECURITY

IB.9.1. SECURITY REQUIRED

Simultaneously with delivery of the executed Contract, the CONTRACTOR shall furnish a Payment and Performance bond of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as

specified in the Contract Documents, annexed hereto. The surety on such bond or bonds shall be a surety company holding a Certificate of Authorization to do business in the State of New Jersey and conforming with P.L. 1995, c. 384, and, if so required and noted in the Notice to Bidders and Special Provisions, listed in the current U.S. Treasury Department Circular 570. The Surety Disclosure Statement and Certification required by P.L. 1995, c. 384 shall be attached to all bonds.

IB.9.2. RELEASE OF PERFORMANCE SECURITY

The OWNER's right to assert a claim under the Payment and Performance Bond shall expire upon completion, acceptance and final payment. The rights of claimants under the payment guarantee provided by the Payment and Performance Bond shall continue until one year after completion, acceptance and final payment. At that time, the Payment and Performance Bond shall be released, provided all liens or claims have been satisfied and any maintenance bond required has been previously provided and approved by the OWNER.

IB.9.3. FORM OF PAYMENT AND PERFORMANCE BOND

The CONTRACTOR and surety will execute a bond of the form provided by the OWNER or of a similar form containing language in accord with N.J.S.A. 2A:44-147. Copies of such bond forms are available for inspection at the office of the Engineer.

IB.10 EXECUTION OF CONTRACT

IB.10.1. BIDDER TO EXECUTE CONTRACT

The individual, firm or corporation to whom or to which the Contract is awarded, shall sign the necessary documents, shall provide the required bond and insurance certificates, and shall return them, to the OWNER within twelve (12) calendar days, Sundays and Holidays excepted, of the date the OWNER acts to award the Contract (see IB.3.2).

IB.10.2. AWARD NOT BINDING PRIOR TO NOTICE TO PROCEED

No award of Contract shall be binding upon the OWNER unless and until the Contract has been executed by the CONTRACTOR, the required insurance certificates have been provided and the Contractor's surety has been approved by the OWNER and a Notice to Proceed has been issued (see IB.3.3).

IB.10.3. FAILURE OR REFUSAL TO EXECUTE CONTRACT

The successful bidder, upon his or their failure or refusal to execute and deliver the Contract, insurance certificates and bonds required within the twelve (12) calendar days, Sundays and Holidays excepted, hereinabove specified (IB.10.1), shall forfeit to the OWNER, as liquidated damages and not as a penalty, for such failure or refusal, the Proposal Security deposited with the Proposal.

IB.10.4 OWNER TO EXECUTE CONTRACT

Provided the CONTRACTOR returns properly executed documents on schedule as provided by IB.10.1, the OWNER shall execute the Contract and thereafter provide a copy to the Contractor within twenty-one (21) calendar days, Sundays and Holidays excepted, of the date that the OWNER acts to award the Contract.

IB.10.5 EXTENSION OF TIME TO EXECUTE CONTRACT

The OWNER and CONTRACTOR may agree to extend the time set forth to execute the Contract in Sections IB.10.1 and IB.10.4. The OWNER may, in its discretion, waive its rights under Section IB.10.3 and agree to extend the time for the CONTRACTOR to deliver executed documents, bonds and insurance certificates. In such case, the CONTRACTOR agrees to waive any obligation of the OWNER to execute the Contract within twenty-one (21) calendar days, Sundays and Holidays excepted, of the date of award.

IB.10.6. FORM OF CONTRACT

The OWNER shall require the CONTRACTOR to execute a Contract of the following form:

CONTRACT

THIS AGREEMENT made, as of the latest date of execution by either of the parties, as noted with their respective signatures, BETWEEN the

_____ hereinafter called the OWNER, and _____
_____ hereinafter
called the CONTRACTOR.

WITNESSETH: That the OWNER and the CONTRACTOR, for the consideration hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents _____

_____, hereto annexed, which said Contract Documents and Contractor's Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto, and if no time is set forth therein, as directed by the OWNER.

ARTICLE THREE: PAYMENT: OWNER agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR, which payment according to the estimated

quantities will amount to _____

Payments to be made in accordance with the OWNER's usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the OWNER reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE FOUR: INDEMNIFICATION: The CONTRACTOR will make all payments of proper charges for said work required in accordance with said Contract Documents and will indemnify and save harmless the OWNER, the Engineer and their officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the OWNER, the Engineer or any of their officers, servants or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of said work or through the negligence of the CONTRACTOR or through any act or omission on the part of the CONTRACTOR, its agents or agent.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the OWNER.

ARTICLE SIX: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 et seq. prohibiting discrimination and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the OWNER in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE SEVEN: AFFIRMATIVE ACTION REQUIRED: In accordance with Section 3.4(b) of the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the following is made a part of this Contract:

MANDATORY AFFIRMATIVE ACTION REQUIREMENTS
FOR
PUBLIC WORKS CONTRACTS AND CONSTRUCTION CONTRACTS
(N.J.A.C. 17:27-1 et seq.)

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

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

- a. 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. 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, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice on conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

MINORITY AND FEMALE EMPLOYMENT GOAL OBLIGATIONS

- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the affirmative action office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (A), (B) and (C) below, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the affirmative action office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. 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 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 P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurance, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the affirmative action office that the union is not referring minority and female workers consistent with the applicable employment goal.

- (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies.
 - (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
 - (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with employment goal.
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;
 - (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

- (i) If said individuals have never previously received any documents or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainers pursuant to these rules. All of these requirements, however, are limited by the provisions of (C) below.
- (ii) If the contractor or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

- (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 affirmative action office and submitted promptly to that office upon request.
- (C) The contractor or subcontractor agrees that nothing contained in preceding provision (B) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and female consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provision (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which resulted in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprenticeship 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 female workers residing within the geographical jurisdiction of the union.
- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the Public Agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh workday of each month) thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

NOTE THE FOLLOWING WITH REGARD TO EXEMPTIONS AND FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAMS

- f. A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language required by P.L. 1975, c.127, all of the language of a. through c. above, and said contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27-1 et seq.
- g. Subsection e. above shall not apply to any construction contractor or subcontractor performing under an existing federally approved or sanctioned affirmative action program; or to any subcontractor which is exempted under N.J.A.C. 17:27-6.1 from the affirmative action plan requirements of N.J.A.C. 17:27-6.1 et seq.; or to any construction contractor or subcontractor bidding on or negotiating with a public agency operating under its own affirmative action construction program which has been designated as a State-approved affirmative action construction program pursuant to N.J.A.C. 17:27-6.5.

This Contract shall be binding upon the OWNER, its successors and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the OWNER has caused this instrument to be signed by

_____ attested by _____

_____ and the _____ seal
to be hereunto affixed, and the CONTRACTOR hereunto set their hands and
seals, or caused these presents to be signed by their proper corporate
officers and their proper corporate seal to be hereto affixed.

OWNER _____

1. SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

ATTEST:

(SEAL)

CONTRACTOR _____

1. SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

2. SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

3. SIGNED BY _____

SIGNATURE _____ (S)

TITLE _____ DATE _____

ATTEST:

(SEAL)

Note: Attach additional signature sheets in the above form if necessary.
Also execute and attach acknowledgment forms if required by the
OWNER.

IB.11 REJECTION OF PROPOSALS & WAIVER OF INFORMALITIES

IB.11.1. MULTIPLE PROPOSALS NOT ALLOWED

More than one Proposal from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

IB.11.2. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected at the option of the OWNER.

IB.11.3. RIGHT TO REJECT PROPOSALS RESERVED

The right is reserved to reject any or all Proposals presented, if the OWNER, and the OWNER alone, deems it in the OWNER'S best interests to do so.

IB.11.4. RIGHT TO WAIVE INFORMALITIES RESERVED

The OWNER expressly reserves the right to waive any informality in any Proposal, and to accept the Proposal which, in the OWNER'S judgement, serves his best interests.

IB.11.5. UNQUALIFIED PROPOSALS TO BE REJECTED

If prequalification is required, the OWNER reserves the right to reject any Proposal submitted by a bidder who has not properly prequalified or to reject any bid which exceeds the amount of the prequalification currently possessed by said bidder.

If prequalification is not required, the OWNER reserves the right to reject any Proposal from a bidder who cannot produce documentation of the bidder's qualifications sufficient to allow the Engineer and OWNER to determine that the bidder is qualified and responsible. This documentation shall include, but not be limited to, the bidder's financial capabilities, adequacy of plant and equipment, experience on projects of a similar nature and the experience of personnel proposed for the project. If the OWNER is not satisfied that the bidder is responsible, the OWNER may, after affording the bidder a hearing, reject the Proposal.

IB.12 PERMITS TO BE SECURED BY CONTRACTOR

The CONTRACTOR shall secure all permits, licenses and bonds, and shall pay all necessary fees required for: 1) Permits related to the CONTRACTOR'S means and methods of construction and 2) any other permits not obtained by the OWNER. Copies of the permits that have been (or will be) obtained by the OWNER are noted in the Special Provisions and are on file in the office of the Engineer and may be inspected by prospective bidders during normal business hours. The bidder shall be aware of the terms and any conditions of said permits and shall include all costs necessary to comply therewith in the unit prices bid for the work.

IB.13 BIDDERS REFERRED TO LAWS

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, particularly with regard to safety regulations. Such provisions refer to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the CONTRACTOR or his employees in the prosecution of the work or his relation to any political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.

IB.14 BIDDERS TO EXAMINE SITE AND CONDITIONS

IB.14.1. BIDDERS TO VISIT SITE

All bidders or their representative(s) are required to visit the site of work of this Contract and examine the means of access to the site. Bidders shall make all necessary investigations in order to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, at site, and conditions and difficulties that will be encountered in the performance of the work specified herein. The OWNER and/or Engineer will cooperate with the CONTRACTOR to allow reasonable investigations. All examinations and investigations will be made prior to submission of bids.

IB.14.2. BIDDERS TO DETERMINE CONDITIONS

Each bidder must be fully informed as to the conditions under which the work is to be performed. These conditions shall include problems of construction, availability of labor and equipment, transportation, and all else necessary to perform and complete the project as specified herein. Failure to do so will not relieve the successful bidder of any obligation to furnish all material, labor and equipment necessary to complete the work as specified, for the consideration set forth in his bid.

IB.15 LAYING OUT THE WORK

IB.15.1. ENGINEER TO ESTABLISH CONTROLS

The Engineer shall establish bench marks as shown on the Plans. The Engineer shall also establish the position of control points or traverse points as shown on the Plans. The Engineer shall establish such controls within three (3) working days of the CONTRACTOR'S request.

IB.15.2. CONTRACTOR TO PROVIDE CONSTRUCTION STAKES

From the established controls, the CONTRACTOR shall establish all baselines, offset lines, set and drive stakes, set batter boards, and take all other measurements in order to lay out the work in accordance with the intent of the Contract drawings.

IB.15.3. ENGINEER MAY CHECK CONTRACTOR'S LAYOUT

After the CONTRACTOR has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Engineer may check such work for obvious errors in alignment and grade. If the Engineer elects to make such checks, the CONTRACTOR may only proceed with permanent construction of the work after approval of the Engineer is obtained.

IB.15.4. CONTRACTOR RESPONSIBLE FOR ERRORS

Notwithstanding the Engineer's election to check (or not check) the CONTRACTOR's layout of the work for obvious errors or omissions, the basic responsibility for laying out the work remains the CONTRACTOR's and he shall be responsible to the OWNER for the rectifying, or for the cost of rectifying, any errors resulting from his layout of the work.

IB.15.5. CONTRACTOR TO ASSIST ENGINEER

When requested by the Engineer, the CONTRACTOR shall make available a competent person from his construction force to assist the Engineer in any manner which may be necessary to check the grades and alignment as well as other features of the work. No extra payment will be made for the services of such assistant, and payment for the assistance shall be deemed to be included in the various unit prices bid. Failure to comply with this provision shall be sufficient cause for the Engineer to stop the work on the unchecked sections.

IB.15.6. CONTRACTOR TO PROTECT CONTROL POINTS

The CONTRACTOR shall adequately protect all monuments, stakes and marks set by the Engineer. If they are disturbed or obliterated by the CONTRACTOR during the progress of the work, they shall be replaced by the Engineer at the CONTRACTOR's expense, and the amount thereof may be withheld from any payment due or becoming due.

IB.16 MAINTENANCE PERIOD REQUIRED

The bidder's attention is directed to the provisions hereinafter in the Contract Documents which require, unless otherwise provided, the maintenance of all work and materials furnished under this Contract for a period of two (2) years after completion, acceptance and final payment of the work.

IB.17 NORMAL WORKING HOURS REQUIRED

Unless otherwise specified, the CONTRACTOR will be expected to accomplish all of the work of this project during normal working hours. No work will be performed on Saturdays, Sundays or Legal Holidays, or prior to 7:00 A.M. or after 7:00 P.M. on any normal working day, without the knowledge of the Engineer and the consent of the OWNER.

IB.18 AMERICAN AND NEW JERSEY PRODUCTS

The products to be provided under this Contract shall be only manufactured and farm products of the United States, wherever available, and where possible, the CONTRACTOR shall purchase such products and services from vendors who have a place of business in New Jersey.

IB.19 ADDENDA AND INTERPRETATIONS (PRE-BID)

No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any bidder orally. However, the Engineer, at his sole discretion, may advise prospective bidders on where certain information may be found in the Contract Documents.

Every request for such interpretation should be in writing addressed to the Engineer at the address given in the Notice to Bidders (Advertisement) and to be given consideration must be received at least ten (10) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five (5) working days prior to the

date fixed for the opening of bids. No interpretation nor addenda may be issued within five (5) working days of the date fixed for the opening of bids unless the time for receipt of bids is extended to a date not less than ten (10) working days after the last notice of any such addenda or interpretation is published. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

IB.20 DISCLOSURE OF OWNERSHIP

In accordance with P.L. 1977, Chapter 33, effective March 8, 1977, all bidders shall submit with their bid a statement setting forth the names and addresses of all stockholders in the corporation (or partnership) who own 10% or more of its stock, of any class (or of any individual partners in the partnership who own a 10% or greater interest therein, as the case may be). If one or more such stockholder (or partner) is itself a corporation (or partnership), the stockholders holding 10% or more of that corporation's stock (or the individual partners owning 10% or greater interest in that partnership, as the case may be), shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Bidders may utilize the forms provided with the proposal for this purpose or may submit their own statement forms provided the necessary information is disclosed. If the bidder's own forms are used, they shall be executed and attested in the same form as the Proposal.

IB.21 "AFFIRMATIVE ACTION" AGAINST DISCRIMINATION

IB.21.1. BIDDER REFERRED TO LAW

The bidder is specifically referred to P.L. 1975, Chapter 127, which supplements P.L. 1945, Chapter 169, and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

IB.21.2. SPECIFIC LANGUAGE REQUIRED

In accordance with Section 3.4(b) of the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the specific language in Article Seven of the Form of Contract set forth in IB.10.4 is incorporated herein.

IB.21.3. NOTICES TO BE PROVIDED

The Engineer and/or OWNER will provide the successful bidder with two copies of the notices required by Section 3 of P.L. 1975, Chapter 127. Additional copies may be secured by the CONTRACTOR in payment of the cost of reproduction thereof.

IB.21.4. CONTRACT PROCEDURES

The CONTRACTOR must sign a contract containing the mandatory language of IB.21.2. The construction goals and related contract obligations and procedures, as described in the regulations, do not apply to any construction contractor or subcontractor which submits appropriate evidence that it is operating under a federally approved or sanctioned affirmative action plan or to any subcontractor with four (4) or fewer employees.

If the CONTRACTOR refuses to sign a contract containing the mandatory affirmative action contract language at the time the contract is submitted for signing by the OWNER, then the OWNER will reject the CONTRACTOR's bid as non-responsive. When such a rejection occurs, the same affirmative action requirements shall apply to any other contractor selected by the OWNER in accordance with contracting laws and procedures.

If, prior to or at the time the OWNER submits a contract for signing, the CONTRACTOR does not submit to the OWNER evidence of an existing federally approved or sanctioned Affirmative Action Program, then no later than three (3) days after the contractor signs the construction contract, the contractor shall complete and submit the Project Manning Table Form AA201-A (Building Construction) or AA201-B (Heavy Construction) to the OWNER and Affirmative Action Office, provided, however, that for construction projects with a total cost of less than \$50,000, the Project Manning Report shall not be submitted except when requested by the Affirmative Action Office. The CONTRACTOR should retain the copy marked "CONTRACTOR", submit the copy marked "Public Agency" to the OWNER and the remaining copies will be forwarded immediately by the CONTRACTOR to:

Affirmative Action Office
Department of the Treasury
State House
CN-209
Trenton, New Jersey 08625-0209

The OWNER may extend in a particular case the allowable time for submitting the initial form to no more than fourteen (14) days.

The CONTRACTOR must require their subcontractors (except subcontractors with four (4) or less employees) to agree to the mandatory provisions of IB.21.2.

IB.21.5 SUBCONTRACTORS

All provisions of this section (IB.21) shall apply to subcontractors, except that subcontractors with less than five employees need not submit and obtain the approval of the State Treasurer for an affirmative action program. The OWNER will not approve any subcontract for a subcontractor having five or more employees, in accordance with the provisions of Section GC.21.5, unless the subcontractor meets the requirements of the regulations.

Section GC

GENERAL CONDITIONS

GENERAL CONDITIONS

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GC. GENERAL CONDITIONS

GC.1 HEADINGS

The headings of the sections herein and in other parts of these Contract Documents are for convenience of reference only and shall have no bearing on their interpretation.

GC.2 NUMBERING OF SECTIONS

The sections herein and in other parts of these Contract Documents, except for the Supplementary Specifications, are numbered in three parts; the first part, a capital block letter or letters, designates the general portion of the Contract Documents as follows:

- NB. Notice to Bidders (Advertisement)
- P. Proposal and Consent of Surety
- IB. Information for Bidders
- GC. General Conditions
- SP. Special Provisions
- S. Standard Specifications
- SS. Supplementary Specifications

The second part, an Arabic numeral, denotes the article number of the general portion of the Contract Documents; and the third part, also an Arabic numeral, denotes the number of the section.

General portion SS - The Supplementary Specifications is an exception to the above rule. The Supplementary Specifications are numbered in two parts; the first and second numerals denote the section and article number respectively, of the New Jersey Department of Transportation Standard Specifications which are being amended or added to by the provisions of the subject section, or may in some cases, denote entirely independent technical information not previously referred to in the Standard Specifications.

When a particular portion, section or article does not lend itself to or require such extensive division as outlined above, the second or even the first portion of the heading may be omitted. The heading numbering of the portions, articles and sections herein shall have no bearing on their interpretation.

GC.3 DEFINITIONS

Whenever in these Contract Documents the following terms and abbreviations or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

"AASHTO"	American Association of State Highway & Transportation Officials
"ACI"	American Concrete Institute
"AISC"	American Institute of Steel Construction
"APWA"	American Public Works Association

"ASA"	American Standards Association
"ASCE"	American Society of Civil Engineers
"ASTM"	American Society for Testing and Materials
"NEC"	National Electric Code
"NEMA"	National Electrical Manufacturers Association
"N.J.D.O.T."	New Jersey Department of Transportation
"L.S."	Lump Sum
"EA."	Each
"L.F."	Lineal Feet
"C.Y."	Cubic Yards
"S.F."	Square Feet
"S.Y."	Square Yards

"BID" - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

"BIDDER" - Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

"CHANGE ORDER" - A written order recommended by the Engineer, which is signed by the CONTRACTOR and the OWNER authorizing an addition, deletion, or revision of the work, or an adjustment of the contract amount or contract time.

"CLERK" - The Clerk of the governing body, if the OWNER be a County or Municipality.

"CONTRACT" - The Agreement covering the performance of the work and the furnishing of materials in the construction of the work. The Contract shall include the "Proposal," "Contract Documents," "Plans," "Specifications," "Payment and Performance Bond," and "Notice to Bidders," and any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

"CONTRACT DOCUMENTS" - The Contract, Notice to Bidders, Proposal, Information for Bidders, General Conditions, Special Provisions; Specifications, Standard and Supplementary; Drawings, Addenda and Modifications.

"CONTRACTOR" - Party of the second part to the contract, acting directly or through his agents or employees.

"ENGINEER" - Whenever the word Engineer is used in reference to the work or any part thereof in these Specifications or the Contract, it shall be understood to apply and refer to the professional engineering representative of the OWNER, duly authorized to represent the OWNER in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under the Engineer, limited to the particular duties entrusted to them.

"INSPECTOR" - An authorized representative of the OWNER assigned, under the supervision of the Engineer, to the inspection of the work.

"MODIFICATION" -

- (a) A written amendment of the Contract Documents signed by both parties,
- (b) a change order, or
- (c) a written clarification or interpretation issued by the Engineer.

"OWNER" - A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

"PAYMENT AND PERFORMANCE BOND" - The approved form of security furnished by the CONTRACTOR and his Surety as a guaranty of the CONTRACTOR and his surety that all lawful work will be performed and all lawful claims paid in accordance with the terms of the Specification and Contract.

"PLANS" - All drawings, or reproductions of drawings, pertaining to the construction of the project.

"PROJECT" - The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the OWNER.

"PROPOSAL" - The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

"PROPOSAL SECURITY" - The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the OWNER if the work is awarded to him.

"ROADWAY" - That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways, etc., necessary to its correct drainage.

"SPECIFICATIONS" - The directions, provisions and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

"SUBCONTRACTOR" - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the work at the site.

"SURETY" - The corporate body which is bound with and for the CONTRACTOR who is primarily liable 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.

"WORK" - Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

"WORKING DAY" - A calendar day, exclusive of Saturdays, Sundays, and Legal Holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the CONTRACTOR to make effective use, during normal working hours, of not less than one-half of his normal current daily man-hours.

GC.4 CONTRACT DOCUMENTS

GC.4.1. DESCRIPTION OF CONTRACT DOCUMENTS

The Contract Documents consist of the Contract, Notice to Bidders (Advertisement), Proposal, Information for Bidders, General Conditions, Special Provisions, Standard Specifications, Supplementary Specifications, Plans, Addenda and Modifications.

GC.4.2. SEQUENCE OF PRECEDENCE

In the case of conflict between the various parts of the Contract Documents, they shall be interpreted; (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations, and (b) in accordance with this sequence of precedence:

- a. Contract Agreement
- b. Addenda, Bulletins, Changes of Plan
- c. Details
- d. Drawings
- e. Supplementary Specifications
- f. Special Provisions
- g. Standard Specifications (Technical Only)
- h. Standard General Conditions
- I. Information for Bidders

In case of discrepancies between calculated and scaled dimensions on the plans, the calculated dimensions shall govern.

GC.4.3. OWNERSHIP OF DOCUMENTS

All Contract Documents and copies thereof are furnished by the Engineer for use only on the project herein described and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Engineer. They shall not be used in connection with any other project.

GC.5 INTENT OF CONTRACT DOCUMENTS - DESCRIPTION OF COMPLETE PROJECT

It is the intention of the Contract Documents to describe a complete project to be constructed in accordance with all the requirements therein notwithstanding that each and every item required may not be shown on the

drawings or mentioned in the specifications. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR and may be amended or added to only as herein described.

GC.6 DOCUMENTS ARE COMPLEMENTARY

The Contract Documents are complementary; they are to be considered as one instrument; the intent is to make them explanatory one of the other. No sections thereof or any papers attached to or bound with the Contract Documents shall be detached as each one is a necessary part thereof.

GC.7 OWNER TO FURNISH PLANS AND SPECIFICATIONS

The OWNER will furnish or cause the Engineer to furnish the CONTRACTOR with two (2) complete sets of Plans (paper prints) and two complete sets of other Contract Documents after the execution of the contract agreement. Additional sets of plans or Contract Documents will be furnished the CONTRACTOR upon application, at the cost of reproduction.

When Plans are revised or supplemental drawings are prepared, two (2) copies of such revisions or supplements shall also be furnished the CONTRACTOR for inclusion with the previously issued plans.

GC.8 CONTRACTOR TO REVIEW PLANS

The CONTRACTOR shall be assumed to have reviewed all plans, drawings, details and schedules for conflicts or discrepancies. He shall notify the Engineer of any and all conflicts or discrepancies therein for interpretation and correction and/or revision as necessary.

The CONTRACTOR will be deemed to have fully examined the plans and Contract Documents during the preparation of his Proposal and to have been aware of and have made allowances therein for any such discrepancies; consequently, no additional compensation on account of any such discrepancy will be due the CONTRACTOR in excess of the amounts scheduled in his Proposal.

GC.9 WORK TO BE PERFORMED

The work of the Contract comprises the performance and completion of the project, including the furnishing of all materials, equipment, transportation, labor and all else necessary therefor and incidental thereto and final cleaning up, payment of all due obligations and the replacement of any defective work or materials all as herein provided.

GC.10 QUALITY OF WORK REQUIRED

GC.10.1. MATERIALS REQUIRED

Unless otherwise provided, all materials shall be new and shall be of domestic manufacture. All materials required for the work, unless otherwise provided, shall be provided by the CONTRACTOR and shall be subject to the

Engineer's approval before and/or after delivery and before and/or after incorporation into the work.

GC.10.2. EQUIPMENT REQUIRED

All bidders should familiarize themselves with the requirements herein regarding the equipment required for the proper execution of the work. All equipment used shall, in the opinion of the Engineer, be proper for the work to be performed. No equipment which, because of its weight or dimensions, will cause damage to public or private property shall be allowed.

GC.10.3 WORKMANSHIP REQUIRED

All workmanship shall be, in every respect, in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used on the work.

GC.10.4 EQUIVALENT MATERIALS AND WORKMANSHIP

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted. If the CONTRACTOR wishes to furnish or use a proposed substitute, the CONTRACTOR will be required to show, to the satisfaction of the Engineer, that the proposed substitute will perform adequately the duties required by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No substitute shall be used without the written permission of the Engineer, who shall be the sole judge of equality.

GC.11 COOPERATION WITH OTHERS

GC.11.1. WORK OF OTHER CONTRACTORS

The right is reserved by the OWNER to do work with its own employees or by other contractors and to permit public utility companies and others to do work during and within the limits of, or adjacent to, the project. The CONTRACTOR shall conduct his work so as to cause as little interference with the work of such other contractors as possible.

GC.11.2. REQUIREMENTS OF OTHER BODIES

Certain work to be done incidental to this contract may be required by persons, municipalities or bodies other than the OWNER. Plans, specifications or other available detail information, such as is in the possession of the OWNER, will be placed on file for the bidder's reference.

All such filed data, if any, is only for the guidance of the CONTRACTOR, who may use such data at his discretion. No responsibility is assumed by the OWNER, the Engineer, or their agents, as to the completeness or accuracy of the data, or for the acceptance of the work.

The CONTRACTOR shall be responsible for the approval and acceptance of work that is to meet the requirements of persons, municipalities or bodies other than the OWNER. The work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

GC.11.3. DISPUTES CONCERNING NON-COOPERATION

It is agreed that, the Engineer is vested with the authority to render a judgement of fault insofar as the interference, if any exists, is occasioned by the CONTRACTOR or by any of his subcontractors or agents or by the OWNER. Such decision of the Engineer shall be binding and conclusive on any party to the Contract.

GC.12 CONTRACTOR'S PERSONNEL

GC.12.1. CONTRACTOR'S SUPERINTENDENCE

The CONTRACTOR shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Engineer and, except in extraordinary circumstances, shall not be removed or replaced without due notice being given the Engineer. The superintendent shall have full authority to act for the CONTRACTOR without the need to consult any higher level of authority.

GC.12.2. CONTRACTOR'S EMPLOYEES

All workers must be competent and fully qualified in the type of work to be performed. The Contractor will remove from the work any employee who is found by the Engineer to be incompetent, or who is performing work in an unworkmanlike manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly.

GC.12.3. WORK FORCE TO BE SUFFICIENT

The quality of superintendence and the number of workers employed on the site of the work shall, in the opinion of the Engineer, be sufficient to complete the project within the stipulated time. No progress payments due or becoming due during this project shall be certified for payment for as long as any CONTRACTOR may be held in violation of the terms of this section.

GC.12.4. CERTAIN EMPLOYMENT PROHIBITED

Neither the CONTRACTOR nor any subcontractor shall engage, on any basis, during the period of this Contract any of the professional, technical or administrative personnel of the OWNER or Engineer who are, or have been, employed by the OWNER or Engineer during the period of this Contract, without the written consent of the OWNER.

GC.12.5. RESIDENT CITIZENS

The follow State statute is to be made part of this contract:

NJSA 34:9-2. RESIDENT CITIZENS TO BE PREFERRED IN EMPLOYMENT ON PUBLIC WORKS.

In the construction of any public work for the State, or any county, city, town, township or borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road, building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one (1) year immediately prior to such employment. Persons other than citizens of the State may be employed when such citizens are not available.

Every contract for the construction of public works shall provide that if this section is not complied with the contract shall be voidable at the instance of the State, county or municipality.

All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the office of the commissioner of labor the names and addresses of all contractors holding contracts with the State, or any county, or municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the commissioner, a contractor shall furnish a list of the names and addresses of all his or its subcontractors.

GC.13 CONTRACTOR'S WORKING FACILITIES

GC.13.1. WORKING SITE - ADDITIONAL RIGHTS OF WAY

The OWNER will provide land, easements or rights of way for the work within the limits designated on the plans. The CONTRACTOR shall not enter or occupy any land outside of the limits so designated on the plans without first obtaining the written consent of the property owner(s) which shall hold harmless the OWNER and Engineer from any costs or damages resulting from the CONTRACTOR'S use of the property. It shall be the CONTRACTOR's responsibility to insure that his proposed use of such lands conforms to all applicable provisions of the local zoning ordinance. A copy of the written consent of the property owner(s) shall be filed with the Engineer. Upon completion of the work, including all cleanup and restoration, the CONTRACTOR shall obtain a written release from the owners of all lands used, and file such release or releases with the Engineer.

The CONTRACTOR shall become familiar with the rights of way provided as indicated on the plans. The CONTRACTOR shall make all necessary arrangements for additional rights of way required by the CONTRACTOR such as for storage of equipment and material. No further payment will be made for additional rights of way other than that included in the unit prices bid for the construction work.

GC.13.2. TEMPORARY UTILITIES

The CONTRACTOR shall furnish, at the CONTRACTOR's own expense, an adequate supply of water, electric power and telephone service as required in the performance of the work. The CONTRACTOR shall furnish and install all temporary connections, meters and other appurtenances, shall conform to all requirements of the utility companies, and shall pay all expenses and charges incidental thereto. After the completion of the work, the temporary facilities shall be removed by the CONTRACTOR. The CONTRACTOR shall provide sufficient artificial lights so that all work may be done in a workmanlike manner when or where there is not sufficient daylight.

GC.13.3. SANITARY FACILITIES

The CONTRACTOR shall provide and maintain, in a strictly sanitary manner, and at the CONTRACTOR's own expense, toilet facilities for himself and his workers, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Engineer. The CONTRACTOR shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the work.

GC.14 REPLACEMENT OF SURVEY MARKERS

When any monument, whether of stone, concrete, wood or metal or a mark on a structure, designating the lines of the streets or highway or of private property, is in the line of any excavation or other construction work and may have to be removed, the CONTRACTOR shall notify the Engineer in writing at least twenty-four (24) hours in advance. Under no circumstances shall such monument be removed or disturbed by the CONTRACTOR or by any of his workers without the permission of the Engineer. Should any such monument, before the Engineer has had the opportunity to provide for the replacement, be destroyed through accident or neglect, the CONTRACTOR will be required, at his own expense, to employ a licensed professional surveyor, acceptable to the Engineer, to re-establish such points and will replace same at least equivalent to their original condition.

GC.15 USE OF COMPLETED SECTIONS OF THE WORK

The Engineer may order completed or partially completed but previously unused sections of the work to be placed in operation prior to the acceptance of the entire project. Unless otherwise provided herein, the maintenance of such sections of the project shall be the responsibility of the OWNER, who shall also be responsible to the CONTRACTOR for any additional costs occasioned by such opening. The Engineer shall have, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.

GC.16 FINAL CLEANING UP

Before the final acceptance of the work, the CONTRACTOR shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the work, shall fill all depressions and water pockets on public or private property caused by his work, shall clean all obstructions from waterways caused by his work, shall clean all drains, sewers and ditches within and adjacent to the work which have been obstructed by his operations, and shall leave the site and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting the work. When required by the Engineer to do so, the CONTRACTOR shall procure and submit to the Engineer signed statements from affected property owners that he has fulfilled his obligations with regard to their respective properties.

GC.17 ENGINEER'S STATUS DURING CONSTRUCTION

The Engineer shall be the OWNER's representative during the construction period. All instructions of the OWNER to the CONTRACTOR shall be issued through the Engineer.

The Engineer shall make periodic visits to the site of the work to observe the progress and quality of the executed work to determine, in general, if the work is proceeding according to the Contract Documents. The Engineer shall not be required to make continuous or exhaustive on-site inspections nor shall the Engineer be responsible for construction means, methods, techniques, sequences or procedures, or the safety precautions incidental thereto. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer shall keep the OWNER informed of the progress of the work and will endeavor to guard the OWNER against defects and deficiencies in the completed work.

If the OWNER and Engineer agree, the Engineer shall provide one or more Project Representatives (Inspectors) to assist the Engineer in carrying out the Engineer's responsibilities at the project site. Such representatives are to be provided at the OWNER's expense.

GC.18 ENGINEER'S DECISIONS AND ORDERS

GC.18.1. WORK TO SATISFY ENGINEER

The quality of the work provided for herein shall be acceptable to the Engineer, and the Engineer's decision upon all questions relating to the quality and acceptability of the work performed shall be final and binding.

GC.18.2. CLARIFICATION AND INTERPRETATIONS (POST-BID)

The Engineer shall issue, with reasonable promptness, such written clarification or interpretations of the plans or specifications as he may determine necessary for the proper execution of the work. Such clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

GC.18.3. ENGINEER TO DECIDE PAYMENT DISPUTES

The Engineer shall determine the amount and quality of the work performed and of the materials furnished which are to be paid for under the Contract. Any such decision shall be final and conclusive and, in case any question may arise, shall be a condition precedent to the right of the CONTRACTOR to receive any money due under the Contract, or to the right of the OWNER to withhold amounts due.

GC.19 ENGINEER'S FIELD OFFICE

On all projects where the item "Engineer's Field Office" is scheduled in the proposal, the CONTRACTOR shall provide a field office, for the exclusive use of the Engineer and inspectors, meeting the minimum requirements set forth in the Supplementary Specifications. Such a field office shall be made available, fully equipped, within ten (10) days of starting work on the project and shall be maintained a minimum of thirty (30) days and a maximum of ninety (90) days following final acceptance of the work.

GC.20 INSPECTION AND TESTING PROCEDURES

GC.20.1. THOROUGH INSPECTION REQUIRED

The OWNER contemplates and will require, and the CONTRACTOR agrees to, thorough inspection of the work by the OWNER, the Engineer or their representatives. Such inspection may include, but is not limited to, all labor performed and materials furnished, delivered or intended to be used in the work and including their manufacture, fabrication, installation and testing.

GC.20.2. ACCESS TO THE WORK

The CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work is performed is in accordance with the requirements and intent of the Contract Documents.

The OWNER or the Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The CONTRACTOR shall furnish or cause to be furnished to the Engineer safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or the Engineer's representative is in or about the premises mentioned above in the course of the Engineer's duties, the Engineer shall be deemed conclusively to be an invitee of the CONTRACTOR. If the CONTRACTOR be not the owner of the premises mentioned above, the owner thereof shall be deemed an agent of the CONTRACTOR with respect to the obligation assumed hereby. The CONTRACTOR or his agent, as described above, shall be liable for the payment of claims for injuries to the Engineer or his representative due to negligence on the part of the CONTRACTOR or his agent.

GC.20.3. COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration, regardless of the final acceptability of the work uncovered, shall be at the expense of the CONTRACTOR.

GC.20.4. UNCOVERING COMPLETED WORK

The Engineer, with the approval of the OWNER, may order the uncovering of any completed portion of the work at any time prior to acceptance regardless of the degree of inspection initially provided and regardless of any prior approvals. If, after examination, such uncovered work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing and restoration shall be borne by the OWNER. If such uncovered work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the work, shall be borne by the CONTRACTOR.

GC.20.5 INSPECTORS

The work shall be conducted under the general inspection of the Engineer who may be assisted by such Inspectors as the OWNER and the Engineer may agree to employ. (See Section GC.17.)

Inspectors are stationed on the site of the work to represent the Engineer and to report to the Engineer concerning the progress of the work and the quality of workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the CONTRACTOR when it appears that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such inspection, if provided, shall not relieve the CONTRACTOR of the basic responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents.

The Inspector may not order extra or additional work, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or issue instructions contrary to the Contract Documents.

If disputes arise between the Inspector and the CONTRACTOR relating to the acceptability of the work, the Inspector is authorized to reject the work involved and to notify the CONTRACTOR that further work on the portions of the project involved is unauthorized and subject to non-payment until the question at issue can be referred to and decided by the Engineer.

GC.20.6. TESTING MATERIALS

Except as may be provided elsewhere, tests or analyses of materials which are usually tested after delivery to the site, such as concrete aggregates, mixed and placed concrete, and similar materials, will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the OWNER. The preliminary testing of concrete mixtures and tests or analyses of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the OWNER. The CONTRACTOR shall furnish all labor and material and otherwise make provisions for the collection and undisturbed storage of all samples of materials as required and directed by the Engineer. The OWNER will furnish necessary sampling equipment and containers, and transport all samples from the site to the laboratory.

If the Engineer orders sampling and analyses or tests of materials which are usually accepted by certification of the manufacturer, but which appear defective or non-conforming to the requirements of the Specifications, the OWNER will bear the reasonable costs of sampling, transportation, tests and analyses if the material is found to be sound and conforming to the specifications. The CONTRACTOR shall bear all costs if the material is found to be unsound and non-conforming to the specifications.

GC.20.7. CERTIFICATES OF MANUFACTURER

For raw or manufactured materials or products which are normally tested in the shop by the manufacturer, the CONTRACTOR shall furnish the Engineer three (3) copies of certified records of physical, chemical and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specification. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced, may, at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

GC.21. CONTROL OF THE WORK

GC.21.1. UNAUTHORIZED OR DEFECTIVE WORK

Any materials or work unauthorized or found to be defective, or not in strict conformity with the requirements of the drawings and Specifications or defaced or injured through the negligence of the CONTRACTOR or his subcontractors or employees, or through action of fire, the weather or any causes, shall be

removed immediately and new materials or work substituted therefore without delays by the CONTRACTOR.

No previous inspection or partial payment shall be held as an acceptance of defective work or materials or to relieve the CONTRACTOR from the obligation to furnish sound materials and to perform good satisfactory work. The Engineer is to be the final judge of the materials and work furnished.

If the OWNER deems it inexpedient to correct work damaged or not completed in accordance with the contract, the difference in value between such work and that specified, together with a fair allowance for damage, shall be deducted from the Contract price.

GC.21.2. SUSPENSION OF WORK - CONTRACTOR NOT AT FAULT

The OWNER shall have the authority to suspend the work wholly or in part, for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered necessary and not due to the failure on the part of the CONTRACTOR to carry out orders given, or perform any or all provisions of the Contract. If it should become necessary to stop work for such an indefinite period, the CONTRACTOR shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage of the site by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. The CONTRACTOR may not suspend the work without written authority.

During the suspension of work due to any cause whatsoever, when deemed necessary by the OWNER, the entire work under contract or any section thereof, shall be thrown open to use, and the CONTRACTOR shall place any such section in satisfactory condition for use without additional compensation. The CONTRACTOR shall be responsible for the satisfactory maintenance of any such section of work thrown open to use prior to its final acceptance.

When work is suspended as herein provided, payments for completed portions of the work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended work will be made. No other compensation or allowance will be made on account of such suspension unless it be for more than fifteen (15) days.

Should the suspension exceed fifteen (15) days and should the CONTRACTOR have additional expenses on account thereof, he shall have the right to file with the OWNER a statement of such additional expense and if the OWNER deems such statement proper, the CONTRACTOR will be reimbursed therefore, provided:

- a. That the statement of additional expense is filed within fifteen (15) days of the conclusion of the period of suspension in question;
- b. That the statement of additional expense includes no charges occurring during the first fifteen (15) days of any suspension; and
- c. That no charges are made by the CONTRACTOR for any work performed during the period of suspension.

If the period of suspension exceeds one year, the OWNER will, upon the request of the CONTRACTOR, annul the Contract as hereinafter provided.

GC.21.3 SUSPENSION OF WORK - CONTRACTOR AT FAULT

The OWNER shall have the right to suspend the whole or any part of the work if the CONTRACTOR's performance, in the opinion of the Engineer, is not in accordance with the provisions of the Contract Documents. This non-performance may include, but not be limited to, failure in the requirements of maintenance and protection of traffic, drainage and subsurface utilities, erosion control and public safety and convenience.

If it does become necessary to suspend the work, the CONTRACTOR shall, at the CONTRACTOR'S expense, repair all streets, sidewalks, etc. that have been excavated so that they are in such a condition that the traveling public may safely pass. All materials shall be stored so as not to obstruct or impede traffic.

The CONTRACTOR shall make no claims for delays caused by this suspension. No extension of time will be granted by the OWNER, and once the work is allowed to continue, the CONTRACTOR shall complete the work within the time permitted by the Contract.

GC.21.4. ANNULMENT OF CONTRACT

If the CONTRACTOR shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the CONTRACTOR or for any of the CONTRACTOR's property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if the CONTRACTOR shall fail or refuse to regard laws and ordinances, and such orders as may from time to time be given by the Engineer with respect to the work; or if the CONTRACTOR shall assign or sublet the work other than as herein specified or if the CONTRACTOR fails in doing the work as specified, or fails to perform the work with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, the OWNER may, upon written certificate from the Engineer and after two (2) days written notice to the CONTRACTOR from the OWNER of the fact of such delay, neglect or default on the part of the CONTRACTOR, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the OWNER'S opinion, shall be required for the completion of said Contract in an acceptable manner.

Should the OWNER so elect to take the prosecution of the work out of the hands of the said CONTRACTOR, all right, title and interest in and to the equipment and material owned by the CONTRACTOR and used in the execution of the Contract, shall be vested in the OWNER, and on completion of said Contract, the OWNER may dispose of the same in the manner that to it may be deemed to the best interest of the parties concerned.

All costs and charges incurred by the OWNER, together with the costs of completing the work under Contract, shall be deducted from the monies due or which may become due said CONTRACTOR. In case the expense so incurred by the OWNER shall be less than the sum which would have been payable under the Contract, if it had been completed by said CONTRACTOR, then the said CONTRACTOR shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the CONTRACTOR and his Surety shall be liable and shall pay to the OWNER the amount of said excess.

GC.21.5. SUBCONTRACTS OR ASSIGNMENTS

Except for subcontracts as described in this section, the CONTRACTOR shall not sell, transfer, assign or otherwise dispose of the Contract or bid on any portion thereof, or of the work provided for therein, or of the CONTRACTOR's title, right or interest therein, to any person, firm or corporation without the written consent of the OWNER.

The CONTRACTOR will be required to perform a minimum of fifty percent (50%) of the money value of the work of the Contract with his own forces. The CONTRACTOR may not subcontract more than fifty percent (50%) of the money value of the work of the Contract, except in circumstances which, in the sole discretion of the OWNER, are exceptional. Neither the money value of the Contract which is subcontracted to minority business enterprises in accordance with Contract requirements nor, if the project involves erection, alteration or repair of any public building, the money value of the Contract which is subcontracted to the subcontractors listed pursuant to N.J.S.A. 40A:11-16, will be considered in calculating the percentage of the Contract which is subcontracted.

Except for portions of the work subcontracted to minority business enterprises in accordance with Contract requirements, or subcontractors listed pursuant to N.J.S.A. 40A:11-16, the CONTRACTOR shall not subcontract any portion of the work representing twenty-five percent (25%) or more of the money value of the Contract to a single subcontractor without the written consent of the OWNER. When considering any such a request, the OWNER may apply the criteria of Section IB.2 to the proposed subcontractor.

GC.21.6. LEGAL ADDRESS OF CONTRACTOR

Both the address given in the Proposal upon which this Contract is founded and the CONTRACTOR'S office at or near the site of the work are hereby designated as places to either of which notices, letters and other communications to the CONTRACTOR may be mailed or delivered. The delivering at either of the above-named places, or depositing in a postpaid wrapper directed to either such place

in any post office box regularly maintained by the post office, of any notice, letter or other communication to the CONTRACTOR, shall be deemed sufficient service thereof upon the CONTRACTOR, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing executed and acknowledged by the CONTRACTOR and delivered to the OWNER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the CONTRACTOR personally.

GC.22 CONTRACT CHANGES

GC.22.1. CHANGES IN ESTIMATED QUANTITIES

In entering this Contract, the CONTRACTOR agrees that the quantities of work as stated in the Proposal or indicated on the drawings are only approximate and that, during the progress of the work, the Engineer may find it advisable to, and he shall have the right to, omit portions of the work or to increase or decrease the quantities. The CONTRACTOR agrees to accept payment for the actual amount of work performed under each item as measured in place by the Engineer.

The CONTRACTOR agrees that he will not make claim for anticipated profits or loss of profits, because of any difference between the quantities of the various items of work as measured in place by the Engineer and the said estimated quantities.

The CONTRACTOR will not be entitled to payment and hereby agrees that he will not be entitled to payment for any increase in the quantities estimated unless ordered or authorized in writing and signed by the Engineer, and approved by the OWNER.

GC.22.2 MINOR FIELD MODIFICATIONS

In accordance with N.J.A.C. 5:34-4.3, the OWNER shall be required to authorize all change orders, except that minor field modifications may be authorized, provided that they do not affect the overall scope of work of the Contract, by the Engineer. This type of change order shall result only in minor price increases to the originally awarded contract price.

GC.22.3. SUPPLEMENTARY AGREEMENTS

If it is found necessary to have any work executed beyond that covered by the items of work in the Contract, the CONTRACTOR hereby agrees to execute the same in as diligent a manner as followed in the execution of the work under the original Contract. All provisions of the Contract will apply in the execution of said work.

The amount of compensation to be paid to the CONTRACTOR for any supplementary work, as so classified and ordered, shall be determined by any of four methods, as approved by the OWNER as follows:

- a. By such applicable combination of items and contract unit prices, if any, as are set forth in the Contract and may be used to describe the work performed; or
- b. If no such combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the OWNER and the CONTRACTOR; or
- c. If the supplementary work is performed by subcontract, and the amount of such subcontract be verified as reasonable by the Engineer, then the CONTRACTOR shall be paid the amount of such subcontract plus ten percent (10%) as full compensation; or
- d. If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum price and the work is not done by subcontract, then the CONTRACTOR shall receive the true necessary cost to the CONTRACTOR, including direct labor costs plus workmen's compensation, public liability, unemployment and social security insurance; actual costs of materials furnished and necessarily used in the performance of the work; and for CONTRACTOR owned equipment and plant and/or rented equipment and plant. The hourly rates for CONTRACTOR owned equipment and plant will be determined from the applicable volume of the Rental Rate Blue Book by dividing the monthly rate by 176. Rented equipment and plant will be paid as the actual rental costs for the equipment for the time that the equipment is actually used to accomplish the work, plus the cost of moving the equipment on to and away from the job. If an extension of time is not granted in accordance with GC.22.6, the total costs paid to the CONTRACTOR shall be as follows:

	Total labor costs (direct plus benefits)
plus	Total material costs (bare cost - FOB)
plus	Total equipment and plant (CONTRACTOR owned and/or rented)
plus	10% of the following as profit:
	Total direct labor cost (actual hours worked multiplied by regular hourly rate)
	Total material cost (bare cost - FOB)

If an extension of time is granted, the total costs paid to the CONTRACTOR shall be as follows:

	Total labor costs (direct plus benefits)
plus	Total material costs (bare cost - FOB)
plus	Total equipment and plant (CONTRACTOR owned and/or rented)

plus 20% of the following as profit and overhead:

Total direct labor cost (actual hours worked
multiplied by regular hourly rate)
Total material cost (bare cost - FOB)

Overhead is defined to include all salaries and expenses of administrative officers, general superintendence, clerical employees, small tools and minor equipment and other miscellaneous supplies and services.

The Engineer's determination and certificate of such cost when approved by the OWNER shall be binding and conclusive on the CONTRACTOR, and the Engineer shall be deemed the arbiter to determine the cost of such work. It is understood that before any work is started, or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the work shall be mutually agreed to by the CONTRACTOR and the Engineer and the CONTRACTOR shall make no changes in the labor, materials, equipment, supplies and appurtenances without prior written approval of the Engineer.

All components of cost, work performed, equipment, material and labor furnished, shall be reported by the CONTRACTOR on daily report sheets, and the CONTRACTOR shall be paid on the basis of those daily reports signed by the Engineer.

GC.22.4. CHANGE ORDERS

All adjustment of quantities, contract changes, and change orders shall be made in accordance with N.J.A.C. 5:34-1. et. seq. The CONTRACTOR should familiarize himself with these regulations, copies of which are available in the office of the Engineer. Provisions of these contract documents which conflict with the contents of N.J.A.C. 5:34-1 et. seq. are null and void only to the extent of such conflict.

Before payment is made for any additional or supplementary work or before any final payment certificate is submitted, the Engineer will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements of the Contract Documents. He shall also prepare a reduction order if any quantities have been omitted.

These Change Orders shall be written, ~~shall~~ carry a statement or recommendation over the signature of the Engineer and shall be executed by the CONTRACTOR and the OWNER. These orders shall be combined with the original Contract and the final estimate shall be in accord with this combination.

GC.24 PROSECUTION OF THE WORK

GC.24.1. BEGINNING WORK

The CONTRACTOR shall begin work within fifteen (15) calendar days of the date of the Notice to Proceed (IB.3.3). Should the CONTRACTOR, without cause which, in the opinion of the Engineer, is sufficient to justify delay, fail to begin work within the time specified, he may, at the option of the OWNER, be declared in default of Contract.

GC.24.2. PLACE OF BEGINNING WORK

The place where the work is to be started may be stated in the Special Provisions or may be designated by the Engineer on the ground or in the Notice to Proceed. If not designated, it will be selected by the CONTRACTOR.

The work will be prosecuted from as many different points in such parts and at such times as may be necessary or directed, and shall be conducted in such manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the Contract. Should the prosecution of work for any reason be discontinued by the CONTRACTOR, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

GC.24.3. PROGRESS SCHEDULE

Prior to beginning any work, the CONTRACTOR shall submit to the Engineer four (4) copies of a progress schedule for all items of construction. The schedule shall show the sequence of construction operations, the estimated time of initiation and completion of each operation and the times of establishment and estimated duration of any traffic relocations. Such progress schedules shall be subject to the Engineer's approval and the CONTRACTOR, once he receives the approval of a particular schedule, may not deviate from it without the permission of the Engineer.

GC.24.4. JOB MEETINGS

The CONTRACTOR, his subcontractors, his materialmen and suppliers whose presence is requested shall attend all job meetings called by the Engineer upon forty-eight (48) hours notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of work as herein provided. The proceedings of all job meetings shall be documented with minutes of the meeting by the Engineer, who shall furnish copies of such proceedings to the OWNER and copies to the CONTRACTOR for distribution as required.

GC.25 PUBLIC RELATIONS AND SAFETY

GC.25.1. PUBLIC SAFETY AND CONVENIENCE

The CONTRACTOR shall conduct his work with the least possible obstruction to traffic and the public. The protection of persons and property, and the convenience of the public and of residents adjacent to the work, are of first importance and shall be provided for by the CONTRACTOR in an adequate and

satisfactory manner. Suitable and safe temporary crossings shall be constructed and maintained where access to adjacent property is required. Fire hydrants shall be left free of obstruction at all times, and access provided for fire apparatus.

Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the work under construction shall not be obstructed more than is absolutely necessary.

The CONTRACTOR shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever, the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements, or create a traffic hazard.

The CONTRACTOR shall employ construction methods and means that will keep flying dust to a minimum. The CONTRACTOR shall provide for the laying of water whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Engineer.

GC.25.2. MAINTENANCE AND PROTECTION OF TRAFFIC

The CONTRACTOR shall erect or place, and maintain in good condition, barricades, warning signs, lights, flares, yellow-flashing light units, drums, traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic.

All traffic control devices, other than those shown on the plans and where required by the CONTRACTOR's operations, shall conform to the current Manual on Uniformed Traffic Control Devices.

The CONTRACTOR shall provide sufficient watchmen and traffic directors and shall take all other precautions, that may be necessary for the safety of the public and protection of the work.

The CONTRACTOR shall obtain consent of all appropriate authorities having jurisdiction and the concurrence of the Engineer for any detours which may be required. The CONTRACTOR shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulation and direction of traffic thereon, and the installation and maintenance of signs and traffic control devices.

Insofar as the technical requirements of this project, the CONTRACTOR shall be aware of the requirements of Section 110 of the Standard Specification and the Supplementary Specifications hereinafter.

GC.25.3. CLOSING WORK AREAS TO PUBLIC USE

All streets, intersections, sidewalks, parking areas and all other publicly used portions of the project are to be kept open overnight and on Saturdays and Sundays of each week, unless written permission is granted by the Engineer to do otherwise.

If required by construction operations, the CONTRACTOR, with prior notice to the Engineer, may close roadways and drives for periods not to exceed forty-eight (48) hours. Property owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Engineer.

GC.25.4. INADEQUATE PRECAUTIONS BY CONTRACTOR

If the OWNER deems the precautions taken by the CONTRACTOR to be inadequate, the OWNER, with the advice of the Engineer, may order additional protection. Should the CONTRACTOR, after such order by the OWNER, neglect to put up, provide or maintain such suitable protection as is required, the Engineer or the authorities of the OWNER may immediately, and without notice to the CONTRACTOR, furnish materials and put up and maintain such protection as is deemed necessary and the cost thereof shall be paid by the CONTRACTOR.

All expenses incurred for protective measures herein specified and for repairs and replacements, shall be borne by the CONTRACTOR.

GC.25.5. MAINTENANCE OF DRAINAGE

The CONTRACTOR shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures and other points of work. Ground water shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until concrete has received its initial set. Adequate facilities, as approved by the Engineer, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the CONTRACTOR shall obtain approval of the plans and equipment from the Engineer.

The CONTRACTOR shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (natural or artificial) intercepted by his operations or structures.

In all cases where temporary pipes must be installed, or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the work, the CONTRACTOR shall furnish such pipes, pumps and all other materials, equipment and labor as are required to maintain continuity of service in the utilities affected.

The CONTRACTOR will be held responsible for flooding of adjacent properties from any of his operations, and will be held liable for all claims due to flooding, or other damage caused by the above operations.

GC.25.6. EMERGENCIES

In emergencies affecting the safety of persons, public or private property or the work of the project, the CONTRACTOR, without specific instructions or authorization from the Engineer or OWNER, is obligated to act, at the CONTRACTOR'S discretion, to prevent damage, injury or loss. He will give the Engineer prompt written notice of any changes in the work or deviations from the Contract Documents caused by such action as the CONTRACTOR was obligated to take.

GC.26 PUBLIC UTILITIES - SUBSURFACE STRUCTURES

Available information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the contract drawings, are not guaranteed as to accuracy.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the contract drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work.

The CONTRACTOR shall make all necessary supplemental investigation, and shall have no claims against the OWNER or Engineer for damages, delays or additional costs due to subsurface structures or utilities encountered in locations other than shown on the contract drawings.

The CONTRACTOR is required to notify, in writing, any utility owners involved as to the nature and scope of the project and of the CONTRACTOR'S operations that may affect their facilities. The Engineer shall receive two (2) copies of such notices. The terms public utility or public utilities used in these specifications shall be construed to mean those publicly or privately owned, including those owned by the OWNER not directly affected by the work.

Prior to excavation of any kind, the CONTRACTOR shall have all utilities marked and shall excavate or otherwise determine the exact locations and elevations, if required, of the utility. The CONTRACTOR shall then notify the Engineer of any conflicts and afford the Engineer reasonable time to arrange for any necessary utility relocations or plan changes and the CONTRACTOR shall reschedule his operations appropriately.

When utility facilities are damaged by the CONTRACTOR, the CONTRACTOR shall notify their owners, who may cause the CONTRACTOR to repair the damage or may cause its repair by others at the CONTRACTOR'S expense. If the cost thereof has not been paid by the CONTRACTOR within thirty (30) days after billing, the OWNER, upon application of the utility, may retain an amount sufficient to cover the cost from any monies due or that become due the CONTRACTOR.

When alterations to any utilities are not occasioned, in the opinion of the Engineer, by the essential requirements of the project, but are performed largely for the convenience of the CONTRACTOR, then the cost of such alterations shall

be borne by the CONTRACTOR. When such alterations are, in the opinion of the Engineer, essential for carrying out the work as planned, the cost thereof shall be borne by the OWNER or by the owner of the utility in accordance with applicable laws, regulations, precedent, custom or such special agreements to which the OWNER may be a party.

GC.27 RESPONSIBILITY OF CONTRACTOR

GC.27.1. RESPONSIBILITY FOR WORK

The CONTRACTOR is responsible for all damages to any persons; to any property of the OWNER; to all parts of work; and to all adjoining property, related in any way to the CONTRACTOR's work or related actions or omissions, until the work is accepted and final payment is made. The CONTRACTOR shall protect the OWNER and the Engineer from all suits, actions, damages and costs of every name and description resulting from the work of this Contract. The CONTRACTOR is responsible for the protection of all finished work until the project is accepted and final payment is made.

GC.27.2. RESPONSIBILITY FOR DAMAGES AND CLAIMS

The CONTRACTOR and any of his subcontractors shall assume the defense of and indemnify and keep indemnified and save harmless the OWNER, the Engineer and all of their officers, agents and employees from and against all claims, demands, detriment, liability, suits, action losses, damages, costs, and expense of any kind, character, name or description, resulting from or arising out of the performance of the Contract or the doing of any work, or furnishing and delivery of any machinery, tools, plants, equipment, supplies, materials, or labor, provided for herein or therein; or resulting from or arising out of, or brought for or on account or by reason of, any injuries or damages to any person or persons or property, by or from the CONTRACTOR, or any of the CONTRACTOR's operations, or the CONTRACTOR's negligence or carelessness in the performance of the work, or in safeguarding the work, or from any improper materials, implements or appliances used in its construction or by or on account of any act or omission, neglect, or misconduct of the CONTRACTOR, or his or its agents, servants or employees, or by or on account of any claims, or amounts recovered, for any infringement of patent, trademark or copyright, or by or from any claims arising, or recovered, under any law, ordinance, regulation, order or judgment.

The whole, or so much of the monies due under and by virtue of the Contract as shall be considered necessary by the OWNER may, at its option, be retained by the OWNER until all suits or claims or demands for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the OWNER.

GC.27.3. CONTRACTOR ASSUMES ABSOLUTE LIABILITY FOR CONSTRUCTION OPERATIONS

The liability of the CONTRACTOR, for all injuries to persons or damages to persons or damages to property resulting from construction operations, is absolute and is not dependent upon any question of negligence on the CONTRACTOR's part or on the part of the CONTRACTOR'S subcontractors, agents, servants or employees, and neither the approval by the Engineer of the methods of doing the

work, nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Engineer to direct the CONTRACTOR to take any particular precautions or to refrain from doing any particular thing, shall excuse the CONTRACTOR in case of any such injury to persons or damages to property.

GC.27.4. INSURANCE REQUIREMENTS

Certificates of insurance satisfactory to the OWNER shall be filed with the Engineer within twelve (12) calendar days, Sundays and Holidays excepted, of the date the OWNER acts to award the Contract.

The CONTRACTOR may provide a separate Owner's Protective Policy (see Coverage Item 4), or name and indicate the Owner as an additional insured on the certificates provided. If the OWNER requests, complete copies of the policies, all endorsements and evidence of premium payment shall be provided by the CONTRACTOR within five (5) days of such request.

The CONTRACTOR's general liability insurance policy shall provide coverage for the contractual liability assumed by the CONTRACTOR. The "Description of Operations/Locations/Vehicles/Special Items" section of the insurance certificates provided shall include the following statements:

"Coverage is provided as required by the Contract Documents for (insert name of project)".

and, unless a separate Owner's Protective policy is provided,

"The (insert name of Owner) is named as an additional insured by endorsement CG 20 10 (Form B)."

The insurance to be provided by the CONTRACTOR shall be as follows:

1. Worker's Compensation and Employer's Liability Insurance.

The CONTRACTOR shall maintain during the life of this Contract adequate worker's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the CONTRACTOR shall require each subcontractor similarly to provide worker's compensation and employer's liability insurance for their employees, unless such employees are covered by the protection afforded by the CONTRACTOR'S insurance.

Coverage A shall be New Jersey Statutory.

Coverage B (Employer's Liability) shall be in the amount of \$1,000,000 or unlimited as per the New Jersey Worker's Compensation Law.

2. Commercial General Liability (CGL)

Limits shall be at least \$1,000,000 combined single limit (CSL) each occurrence. Any policy aggregate limit must be at least \$5,000,000; any project aggregate limit must be at least \$2,000,000.

The coverage shall be written to cover claims which arise from occurrences during the policy period and shall be at least as broad as the standard, basic unamended and unendorsed Commercial General Liability policy (ISO form CG 00 01 10 93). The Certificate of Insurance or an attachment must indicate any amendments or endorsements which reduce coverage from the standard form.

3. Comprehensive Automobile Liability

Limits shall be at least \$1,000,000 combined single limit (CSL) each occurrence.

The Certificate of Insurance must indicate coverage at the above limits for:

- A. Hired Vehicles
- B. Non-Owned Vehicles

4. Excess Liability Coverage

Excess Liability Coverage is not required. If the Contractor offers excess liability coverage to meet a portion of the insurance requirements, it may be accepted by the Owner if it is in umbrella form, written by a company acceptable to the Owner and if the underlying coverage limits are at least one half and the total coverage limits (underlying plus excess) are at least double the minimum limits required per occurrence.

5. Additional Insured or Owner's Protective Policy

The Certificate of Insurance shall indicate that the OWNER has been named as an additional insured on the CGL and any excess liability policy by an endorsement consistent with ISO form CG 20 10 (Form B). In lieu of this, the CONTRACTOR may supply an Owner's Protective policy written in the name of the OWNER with limits of \$1,000,000 combined single limit (CSL) each occurrence.

6. Special Insurance Requirements

A. Worker's Compensation

If the contract involves bulkheads, pile driving, dredging, groins, jetty or seawalls, or otherwise requires work on the banks of or adjacent to a navigable waterway, the United States Longshoremen's & Harbor Workers Endorsement must be attached. If the job requires skows, barges, tugboats or workboats of any nature, the U.S. Maritime endorsement must be attached.

B. Builder's Risk

If the contract provides for the construction, repair, alteration or renovation of a building, a Builder's Risk Policy may be required. Such requirements, if any, will be set forth in the Special Provisions. The policy shall be for

100% of the completed value of the structure, as estimated by the Engineer, and written in the name of the OWNER and the Contractor, as their interests may appear.

C. Railroad Protective

If the contract requires the CONTRACTOR to enter on any railroad right-of-way, the CONTRACTOR must submit certificates of insurance indicating that he has met the insurance requirements of that railroad. Such requirements will be determined by the CONTRACTOR if not set forth in the Special Provisions.

D. Pollution Liability

If the contract includes remediation or other environmental services, pollution liability insurance may be required. Such requirements, if any, will be set forth in the Special Provisions.

The policies shall remain in force until all work has been completed. The CONTRACTOR shall ascertain the cost to him of all the required insurance policies before submitting his bid.

All policies shall be endorsed to provide the OWNER with ten (10) days written notice in advance of any changes or cancellations which modify the coverages provided.

Any "Failure to Notice" clauses in the policies, endorsements or insurance certificates which attempt to limit the liability of the insurers and/or agents shall be of no force or effect.

GC.27.5. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and Engineer and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the 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 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 OWNER or Engineer or any of their agents or employees by any employee of CONTRACTOR, any Subcontractor, any other person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This indemnification shall not apply to claims against the Engineer and/or the Engineer's Subconsultants, agents or employees arising out of: a) preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

GC.28 LIENS AND CHATTEL MORTGAGES

In case any lien, stop notice or claim for work, labor or materials, done, performed or delivered and used in the prosecution of the work herein provided for, shall be filed with the OWNER, then in that case the OWNER may retain from any monies due to the CONTRACTOR, a sum equal to the amount of such claims or notice, until such time as the CONTRACTOR shall furnish a receipt or release therefrom or thereof.

No materials 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 good title to all materials and supplies used by him in the work.

GC.29 RIGHT OF PROPERTY IN MATERIALS

Nothing in these specifications or in the Contract shall be considered as vesting in the CONTRACTOR any right of property in materials used, after they shall have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the OWNER.

GC.30 PATENTS, ROYALTIES AND LICENSES

As part of his obligation, hereunder and without any additional compensation, the CONTRACTOR shall pay for all patent fees, licenses or royalties required with respect to the work, and will fully indemnify the OWNER, the Engineer and their agents, and employees for any loss on account of infringement of any patent rights unless, prior to his use on the work of a particular process or a product of a particular manufacturer, he notifies the OWNER in writing that such process or product is an infringement of a patent.

GC.31 CLAIMS AND PROTESTS

If the CONTRACTOR considers any work required of him to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Engineer as unfair, he shall ask for a written instruction or decision immediately and should then file a written protest with the OWNER and the Engineer against the same within five (5) days thereafter or he shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision. The CONTRACTOR may not suspend work while a claim or protest is pending.

GC.32 PAYMENT

GC.32.1. MEASUREMENT OF QUANTITIES

All work completed under the Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the Proposal. Whenever requested by the Engineer, the CONTRACTOR shall provide the necessary capable assistance together with suitable facilities for weighing, measuring or otherwise determining the quantities of materials used in the work.

GC.32.2. ADJUSTMENT OF ESTIMATED QUANTITIES

The quantities shown are approximate only, and the OWNER reserves the right to increase or decrease them at the unit price bid. Such change, however, will be only upon written order of the Engineer. The OWNER reserves the right to omit any items in the Proposal if deemed to the best interest of the OWNER to do so.

The CONTRACTOR is advised that there may be "if and where" directed items in the Proposal and there also may be small amounts of "if and where" directed quantities in many of the items in the Proposal. The CONTRACTOR shall only construct the quantities indicated on the plans and the use of if and where directed items shall only be at the specific direction of the Engineer.

GC.32.3. SCOPE OF PAYMENTS

The CONTRACTOR shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, plants, supplies and equipment and for performing and maintaining all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work, until its final acceptance by the OWNER after duration of the maintenance period, and for all risks of every description connected with prosecution and maintenance of the work, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work as herein specified, and for any infringement of patent, trademark or copyright and for completing the work and the whole thereof, in an acceptable manner according to the plans and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or degree, prejudice or affect the obligation of the CONTRACTOR at his own cost and expense, to repair, correct, renew or replace any defects and imperfections, in the construction of, in the strength of, or quality of materials used in or about the construction of the work under contract and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the work or during or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge, and the said CONTRACTOR shall be liable to the OWNER for failure to do so.

GC.32.4. PAYMENTS AND ACCEPTANCE

The CONTRACTOR, at least twenty (20) days before each monthly progress estimate falls due for approval (but not more than once per month) will submit partial payment estimates in writing to the Engineer signed by the CONTRACTOR, covering the work performed during the period covered by the partial payment estimate. The Engineer may request supporting data to justify CONTRACTOR'S partial payment request. For specific item(s) in the partial payment estimate which are in dispute, the Engineer may delete those costs from the estimate and approve the acceptable portion of the payment request.

Payment for 80% of the invoiced amount for stored materials and/or equipment shall be subject to the following conditions being met and/or satisfied:

1. The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.
2. The materials and/or equipment shall be stored in such a manner that they will not be damaged due to weather, construction operations, or any other cause. Normally, a lighted, fenced area with locking access must be provided. At the Engineer's discretion, a security guard may be required.
3. An invoice from the supplier shall be furnished for each item.
4. A release of liens from the supplier shall be furnished for each item.

The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an estimate certificate, whether incorporated in the project or not, will pass to the OWNER upon receipt of such payment by the CONTRACTOR free and clear of all liens and claims, surety interests, or encumbrances (except retention which may be withheld from supplier's and subcontractor's to guarantee completion and performance). Payment does not relieve the CONTRACTOR from his obligation to maintain equipment, materials, and constructed items until such time that the maintenance bond for the project has expired.

The Engineer will, after receipt of each partial payment estimate, either indicate in writing approval of the payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. If payment estimate is returned to the CONTRACTOR and payment refused by the Engineer, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate.

From the total of the amounts ascertained for the work performed in accordance with the Contract during the preceding periods will be deducted an amount equivalent to ten percent (10%) of the whole to be retained by the OWNER until after the completion of the entire Contract in an acceptable manner and the

balance, or a sum equal to ninety percent (90%) of the whole, shall be certified by the Engineer to the OWNER for payment within thirty (30) days of the date of certification by the Engineer.

If the Contract exceeds \$100,000.00, the CONTRACTOR is advised Public Law 1979, Chapter 464 is applicable. In this case, from the total amount due, as ascertained through a current Engineer's estimate, will be deducted an amount equivalent to two percent (2%) of the whole. This amount shall be retained by the OWNER until after the completion of the entire Contract in an acceptable manner and the balance of the sum of 98% of the whole shall be certified by the Engineer to the OWNER for payment within thirty (30) days of the date of certification by the Engineer.

The OWNER will withhold the required retainage for the amount of all work satisfactorily completed by the CONTRACTOR as identified on each payment estimate, pending completion of the Contract. The CONTRACTOR may agree to withholding of payments in the manner prescribed by the Contract. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the OWNER and Engineer, and deposits with the OWNER negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State of New Jersey.

- a. The value of such bonds or note will be equal to the full amount that would otherwise be withheld.
- b. If the amount of the contract is increased, additional bonds or notes will be provided or withholding shall be made on the amount of any such increase.
- c. The nature and amount of such bonds and/or notes will be subject to approval by the OWNER.
- d. The term "value" shall mean par value or current market value, whichever is lower. If, after being deposited, the current market value of such bonds and/or notes decreases by \$1,000 or more, the CONTRACTOR shall provide additional bonds and/or notes to restore the full amount required or be subject to withholding on the difference.

If the CONTRACTOR agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an amount bearing interest at the rate currently paid by such institution or association on time or savings deposits. Any interest accruing on such cash withholdings shall be credited to the OWNER.

If the CONTRACTOR deposits bonds and/or notes, the interest on such bonds and/or notes shall accrue to the CONTRACTOR. The interest accruing on such bonds and notes, shall be returned to the CONTRACTOR within thirty (30) days of fulfillment of the terms and conditions of the Contract relating to final acceptance and payment.

At the time of acceptance, the whole work must have been finished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole work put in the condition as herein specified before acceptance.

The CONTRACTOR must, before receipt of any certificate calling for payment, furnish the Engineer with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on his part or his agents in the prosecution of the work have been duly paid or so secured that no liability of any kind or character can attach to the Engineer or the OWNER on account of any such claim.

If at any time of making monthly or other estimates, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any such material or work.

The Engineer shall not be required to prepare or process for payment any current progress estimates whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum be the lesser.

Upon completion of the work, the Engineer shall certify to the OWNER, in writing, as to the completion of the work and shall further certify as to the entire amount and value of each class of work performed.

The OWNER within forty-five (45) days of receipt of such certificates shall certify the aforesaid certificate and estimate for payment of the amount unpaid and due, which amount shall be one hundred percent (100%) of the entire cost of the work, less previous payments, liquidated damages, costs of inspection and any other proper deduction as herein provided.

GC.32.5. WITHHOLDING PAYMENTS

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of the certificate for payment to such extent as may be necessary to protect the OWNER from loss on account of:

- a. Defective work not remedied.
- b. Claims filed, or reasonable evidence indicating probable filing of claims.
- c. Failure of any CONTRACTOR to make payments promptly to subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Failure to adhere to the progress schedule established under subsection GC.24.3. as revised from time to time.
- f. Failure to provide and maintain the minimum number of traffic control devices.

When all the above grounds are removed, certificates will at once be issued for amounts withheld because of them.

GC.33 MAINTENANCE BOND

Unless otherwise specified, before final payment is made as herein provided or before the performance security required by Section IB.9 is released, the CONTRACTOR and a surety shall execute and delivery to the OWNER a maintenance bond having a penal sum equal to:

- a. One hundred percent (100%) of the final adjusted contract amount, if such amount be \$50,000 or less;
- b. Fifty percent (50%) of the final adjusted contract amount, if such amount be greater than \$50,000 but less than \$250,000; and,
- c. Twenty-five percent (25%) of the final adjusted Contract amount, if such amount be \$250,000 or more.

The bond and surety shall be satisfactory to the OWNER. The surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995, c. 384. The Surety Disclosure Statement and Certification required by P.L. 1995, c. 384 shall be attached to the bond. Such maintenance bond shall remain in full force and effect for a period of two (2) years from the date of completion, acceptance and final payment for the work by the OWNER and shall provide that the CONTRACTOR and the surety guarantees to replace for the said period of two (2) years from the date of completion, acceptance and final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of two (2) years.

GC.34 ACCEPTANCE OR PAYMENT NOT A WAIVER

Neither the acceptance by the OWNER or the Engineer, nor any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the OWNER for payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or the OWNER, nor any extension of time, nor any possession taken by the OWNER or employees thereof, shall operate as a waiver of any portion of this Contract or any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

GC.35 FINAL PAYMENT TERMINATES OWNER'S LIABILITY

No person, firm or corporation other than the signer of this Contract as CONTRACTOR now has any interest hereunder, no claim shall be made or be valid and neither the OWNER nor any of his agents shall be liable for or be held to pay any money, except as provided in this Contract. The acceptance by the CONTRACTOR of the final payment aforesaid shall operate as, and shall be, a release to the OWNER, the Engineer and their agents.

SPECIAL PROVISIONS

SP-1 Section GC.9 of the General Conditions is amended to include the following scope of work contemplated for this project:

1. Locate all existing utilities within the project limits where excavation will be required, if any.
2. Construction of vinyl bulkhead and appurtenances.
3. Backfilling and restoration of lawn areas.
4. The shaping, dressing, and grading of those areas adjacent to the work area disturbed by the Contractor's operations.
5. All other work of any type or description necessary for the completion of the project, whether or not specifically shown on the plans or specifications herein.

SP-2 Section GC.26 of the General Conditions is amended to include the following list of utility owners that may be affected by the construction of this project:

Water: N.J. American Water Company
 661 Shrewsbury Avenue
 Shrewsbury, NJ
 Telephone: 842-6900

Gas: N.J. Natural Gas
 1415 Wyckoff Road
 Wall, NJ
 Telephone: 938-1000

Electric: GPU Energy
 521 Main Street
 Allenhurst, NJ

Telephone: Bell Atlantic - NJ
 575 Shrewsbury Avenue
 Shrewsbury, NJ

Sewers: Borough of Bradley Beach
 Public Works Department
 Telephone: 776-2980

- SP-3 The surety on all bonds required shall be a surety company holding a current Certificate of Authority, issued by the United States Secretary of the Treasury pursuant to 31USC 930S, that is valid in the State of New Jersey as listed annually in United States Treasury Circular 570.
- SP-4 The CONTRACTOR shall be advised the Borough of Bradley Beach has limited funds to construct the vinyl bulkhead. It is the intent to construct the maximum linear foot quantity possible within the funds available, and the quantity shall depend upon the unit price bid as set forth by the Proposal.
- SP-5 The Contractor shall visit the site prior to bidding this project. The adjacent lawn area will be made available for construction purposes, staging of equipment and storage of materials, however, all areas disturbed by the Contractor shall be restored as per these specifications.
- SP-6 Construction of the Vinyl Bulkheads shall begin at the Ocean Avenue outlet structure and extend westerly along the Bradley Beach side of Sylvan Lake (North Shore) and extend an estimated distance of 130 L.F. or as available funds will allow. (See SP-4).

VINYL BULKHEAD

RELATED DOCUMENTS

The General Provisions of the Contract, including General Conditions and Supplemental Conditions, apply to the work of this section.

DESCRIPTION OF WORK

All labor, material, equipment and services for or incidental to the completion of the vinyl bulkheading as shown on the details, as specified and as required by conditions at the site, are part of the contract unless specifically excepted.

The work includes, but is not limited to:

- Removal and disposal of deteriorated timber wales.
- Installation of new wales, vinyl sheet piling and timber cap, and appurtenances.
- Installation of porous backfill.
- Restoration of lawn areas.

MATERIALS

Dimensional Timber - All timber shall be Southern Yellow Pine, No. 1 Dense, or an equal approved by the Engineer, pressure treated with Chromated Copper Arsenate (CCA), Wolmanized as manufactured by Koppers Company or the approved equal. Timber shall be treated in accordance with American Wood Preservers Association Specification AWPAC-2-91 and ASTM-D1760-76, latest revisions. Minimum CCA retention shall be 0.40 pounds per cubic foot. All timber shall be straight and reasonably free of knots. Provide certification stating that the dimensional timber have been treated in accordance with the above specifications.

Vinyl Sheet Piling - Vinyl Sheet Piling and accessories shall be "Shore Guard Vinyl Sheet Piling" manufactured by Materials International, Inc., 4501 Circle 75 Parkway, E-5370, Atlanta, GA 30339 (800) 256-8857 or approved equal. Vinyl Sheet Piling shall be manufactured from a weatherable, impact modified polyvinyl chloride (PVC) having the physical dimensions and properties detailed below and shall be Series 300:

Nominal Sheet Pile Thickness	0.25 in.
Weight Per Foot	3.2 lbs.
Depth of Section	7 in.
Linear Coverage Per Sheet Pile	12 in.
Section Modulus	10.9 in. ³ /Ft.
Vinyl Composition	Recycled & Virgin
Tensile Strength	6,300 psi
Impact Strength	13,750 in - lb/sq. in.
Modulus of Elasticity	380,000 psi
Long Term Allowable Moment	2,400 ft. - lbs.
Limited Warranty	50 Years
Color	Gray

Hardware - All bolts and nuts shall conform to the requirements of ASTM Designation A-307. Washers shall be steel conforming to the requirements of ASTM Designation A-36, or Cast Iron Ogee as required. All nails shall be high-carbon steel wire. All bolts, nuts, washers, nails and screws installed shall be hot-dipped galvanized after fabrication in accordance with the requirements of ASTM Designation A-53, including the thread of bolts. Furnish certification that all bolts and hardware have been galvanized in accordance with the above specifications.

Porous Backfill - Porous backfill shall be NJDOT Porous ill, Designation I-9, conforms to Subsection 901.09 of the Standard Specifications for Road and Bridge Construction.

Topsoiling, Fertilizing and Seeding - Topsoil shall conform to Subsection 909.10 or NJDOT Standard Specifications for Road and Bridge Construction. Fertilizer shall conform to Subsection 909.02 and Seed Mixture shall conform to Subsection 909.06.

METHOD OF CONSTRUCTION

Existing timber wales to be removed shall be disposed at a legal dump site secured by the Contractor. Excavate behind existing piles and bulkheads as required to construct new vinyl sheet piling, hardware and timber cap and wales. Strip topsoil and stockpile for redistribution in the areas disturbed by construction. All backfilling shall be performed in six (6") inch lifts. Provide vertical wales at the terminal ends of the vinyl sheet piling and adjoining pipe penetrations, if any, to prevent backfill from spilling out.

PAYMENT

Payment for the item "Vinyl Bulkhead" will be made on a linear foot basis, as set forth by the proposal, which payment shall include all costs for material, labor, equipment and services, including removal and disposal of existing timber wales, hardware, etc., excavation and stripping of topsoil, vinyl sheet piling and accessories, galvanized hardware, dimensional timber, porous backfill, topsoiling, fertilizing and seeding and all else necessary and incidental thereto.

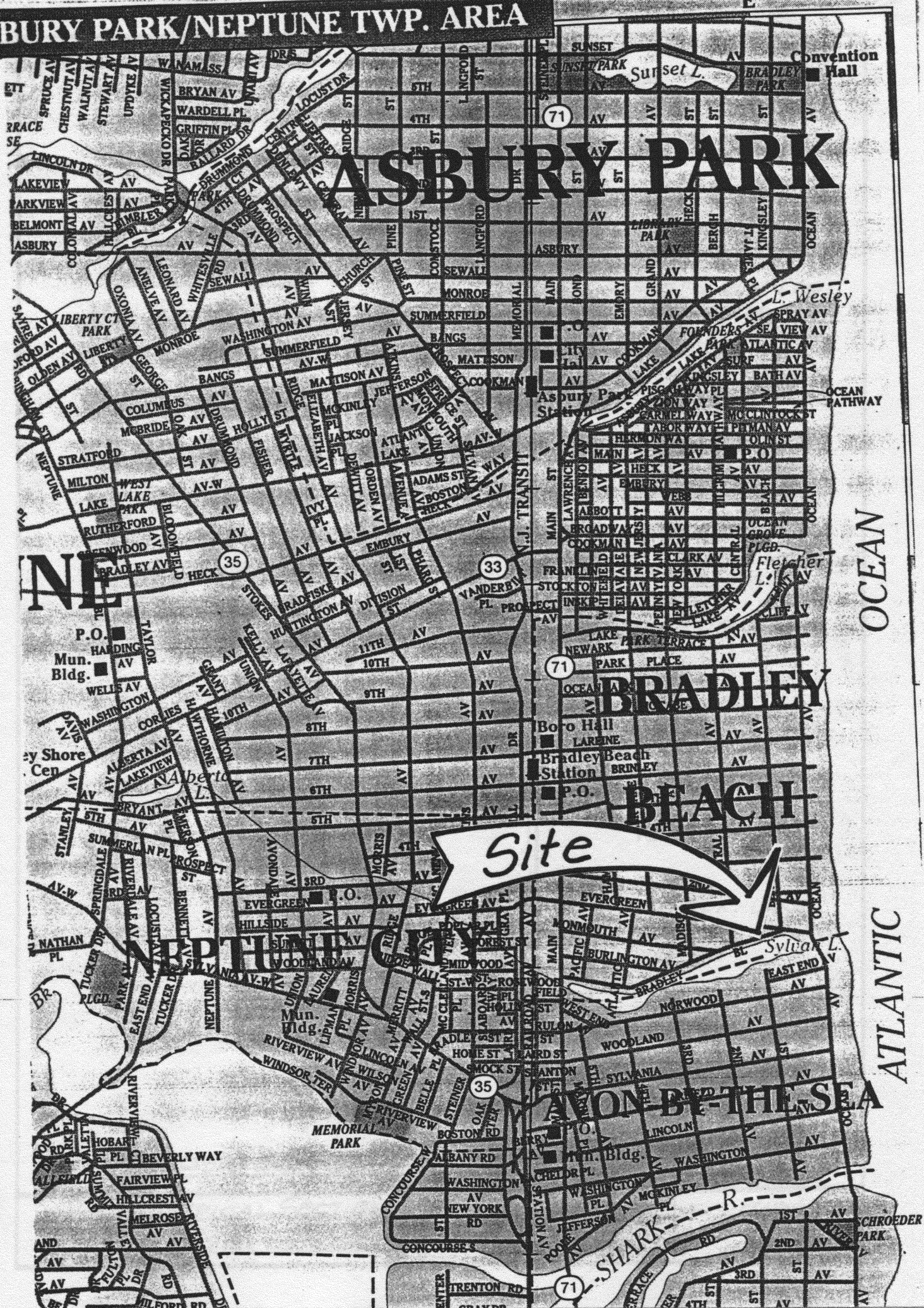
Pay Item

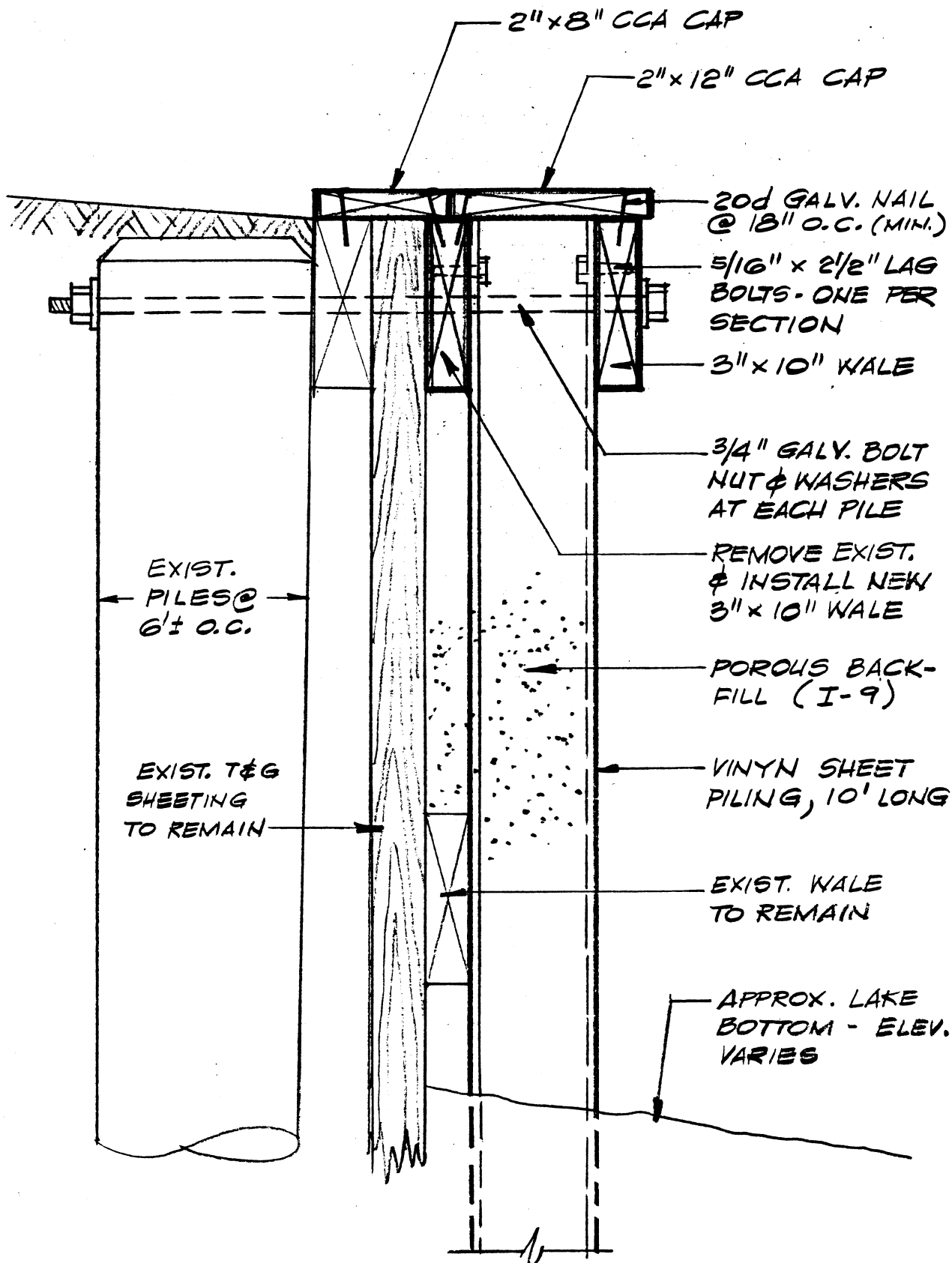
Vinyl Bulkhead

Pay Unit

Linear Foot

ASBURY PARK/NEPTUNE TWP. AREA





PROPOSED BULKHEAD SECTION FOR SYLVAN LAKE



State of New Jersey

CHRISTINE TODD WHITMAN
Governor

DEPARTMENT OF LABOR
CN 389
TRENTON, NEW JERSEY 08625-0389

MEL GELADE
Commissioner

November 25, 1997

Issue date of Determination: NOVEMBER 21, 1997

Pursuant to Chapter 150 of the NJ Laws of 1963

Requesting officer: CHARLES J. ROONEY P.E., BOROUGH ENGINEER

Department, Agency: BOROUGH OF BRADLEY BEACH

Description of Work: CONSTRUCT VINYL BULKHEADS

Location of Work: SYLVAN LAKE,

Municipality: BORO OF BRADLEY BEACH

County: MONMOUTH

Date of request: OCTOBER 23, 1997

Proposed Advertising Date: OCTOBER 31, 1997

Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at time of contract award must also be included, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made, with the Public Contracts Section, to insure that the rates contained in this determination are still prevailing. If a new rate is not listed after expiration date, the old rate will continue to prevail.

The wage rates herein determined shall be made a part of every contract for the performance of the described work. Contractors and sub-contractors shall post the prevailing wage rates, for each classification as herein determined, in a prominent and easily accessible place at the site of the work or at such places as are used to pay workers their wages.

Employers not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each pay day as part of wages.

Closed with this determination is a list of contractors and subcontractors who are barred from public works pursuant to N.J.S.A. 34:11-56.37. This list is also to be made a part of every contract for the performance of the described work. Pursuant to N.J.S.A. 34:11-56.38, no contract shall be awarded or made to the listed contractors or subcontractors.

Robert E. Gaines, Chief
Public Contracts Section
Office of Wage and Hour Compliance
609-292-2259

Record#: 4720



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WAGE AND HOUR COMPLIANCE
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AD-18.4A (2-97)



State of New Jersey

CHRISTINE TODD WHITMAN
Governor

DEPARTMENT OF LABOR
CN 389
TRENTON, NEW JERSEY 08625-0389

MEL GELADE
Commissioner

November 25, 1997

Please provide information, as soon as available, as indicated below, and return to:

Public Contracts Section
Office of Wage & Hour Compliance
CN 389
Trenton, New Jersey 08625-0289

Owner - Department - Agency: BOROUGH OF BRADLEY BEACH

Description of Work: CONSTRUCT VINYL BULKHEADS

Location where work will be performed: SYLVAN LAKE,

Municipality: BORO OF BRADLEY BEACH

County: MONMOUTH

Contractors: _____

Date job to start (or started): _____

Record#: 4720

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, CN 389, Trenton, NJ 08625-0389, telephone (609) 292-2259.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS' RATES EXPIRATION DATE: 6-30-99

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
<u>CLASSIFICATION:</u>			
A-FRAME	27.53	14.00	42.73*
ASSISTANT ENGINEER/OILER	22.28	14.00	37.48*
ASPHALT CURBING MACHINE	25.62	14.00	40.82*
ASPHALT PLANT ENGINEER...	25.62	14.00	40.82*
ASPHALT SPREADER	25.62	14.00	40.82*
AUTOGRADE- COMBINATION SUBGRADER, BASE MATERIAL SPREADER & BASE TRIMMER			
(CMI AND SIMILAR TYPES)	29.12	14.00	44.32*
AUTOGRADE- PAVEMENT- PROFILER (CMI AND SIMILAR TYPES)	29.12	14.00	44.32*
AUTOGRADE- PAVEMENT- PROFILER			
RECYCLE TYPE (CMI AND SIMILAR TYPES)	29.12	14.00	44.32*
AUTOGRADE- PLACER-TRIMMER- SPREADER COMBINATION (CMI AND SIMILAR TYPES)	29.12	14.00	44.32*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
	7-1-97	7-1-97	7-1-98
AUTOGRADE SLIPFORM PAVER (CMI AND SIMILAR TYPES)	29.12	14.00	44.32*
AUTOGRADE CURECRETE MACHINE (CMI AND SIMILAR TYPES)	25.62	14.00	40.82*
AUTOGRADE TUBE FINISHER AND TEXTURING MACHINE (CMI AND SIMILAR TYPES)	25.62	14.00	40.82*
AUTOGRADE CURB TRIMMER & SIDEWALK, SHOULDER, SLIPFORM, (CMI AND SIMILAR TYPES)	25.62	14.00	40.82*
BACKHOE	29.12	14.00	44.32*
BACKHOE (COMBINATION)	27.53	14.00	42.73*
BAR BENDING MACHINES (POWER)	25.62	14.00	40.82*
BATCHERS, BATCHING PLANT & CRUSHER ON SITE	25.62	14.00	40.82*
BELT CONVEYOR SYSTEMS	25.62	14.00	40.82*
BOILERS & STEAM JENNIES (IRRESPECTIVE OF THEIR USE)	23.99	14.00	39.19*
BOOM TYPE SKIMMER MACHINES	25.62	14.00	40.82*

* Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
BOOM ATTACHMENT ON LOADERS	27.53	14.00	42.73*
BORING AND DRILLING MACHINES	27.53	14.00	42.73*
BRIDGE DECK FINISHER	25.62	14.00	40.82*
BROOM & SWEEPERS	23.99	14.00	39.19*
BRUSH CHOPPER, SHREDDER, TREE SHREDDER AND TREE SHEARER	27.53	14.00	42.73*
BULLDOZERS (ALL)	25.62	14.00	40.82*
CABLEWAYS	27.53	14.00	42.73*
CAR DUMPERS (RAILROAD)	25.62	14.00	40.82*
CARRYALLS	27.53	14.00	42.73*
CENTRAL POWER PLANTS	29.12	14.00	44.32*
CHIPPERS	23.99	14.00	39.19*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
-PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
COMPRESSOR & BLOWER TYPE UNITS (USED INDEPENDENTLY			
OR MOUNTED ON DUAL PURPOSE TRUCKS, ON JOB SITE OR IN			
CONJUNCTION WITH JOB SITE, IN LOADING & UNLOADING OF			
CONCRETE, CEMENT, FLY ASH, INSTANTCRETE OR SIMILAR			
INSTANTCRETE OR SIMILAR TYPE MATERIALS)	25.62	14.00	40.82*
COMPRESSOR (SINGLE)	23.99	14.00	39.19*
COMPRESSORS (2 OR 3 BATTERY)	25.62	14.00	40.82*
CONCRETE BREAKING MACHINE	25.62	14.00	40.82*
CONCRETE FINISHING MACHINE	25.62	14.00	40.82*
CONCRETE PAVING MACHINE	29.62	14.00	44.32*
CONCRETE PUMP	27.53	14.00	42.73*
CONCRETE PUMPING SYSTEM, PUMPCRETE & SIMILAR TYPES	27.53	14.00	42.73*
CONCRETE SAWS & CUTTERS (RIDE ON TYPE)	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.

OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
CONCRETE SPREADERS- HETZEL, REXOMATIC			
AND SIMILAR TYPES	25.62	14.00	40.82*
CONCRETE SPREADER (SMALL TYPE)	23.99	14.00	39.19*
CONCRETE VIBRATORS	25.62	14.00	40.82*
CONVEYORS, UNDER 125 FEET	25.62	14.00	40.82*
CONVEYORS, 125 FEET AND OVER	27.53	14.00	42.73*
CONVEYOR LOADERS (NOT INCLUDING			
ELEVATOR GRADERS)	23.99	14.00	39.19*
CRANES (ALL TYPES, INCLUDING OVERHEAD			
AND STRADDLE TRAVELING TYPE)	29.12	14.00	44.32*
CRANES, GANTRY	29.12	14.00	44.32*
CRANES, DERRICKS, PILE DRIVERS (ALL TYPES)			
WITH 100 FOOT BOOM (INCLUDING JIB AND/OR			
LEADS) UP TO 139 FEET	29.27	14.00	44.47*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
CRANES, DERRICKS, PILE DRIVERS (ALL TYPES)			
WITH 140 FOOT BOOM (INCLUDING JIB AND/OR			
LEADS) AND OVER	29.52	14.00	44.72*
CRUSHING MACHINES	25.62	14.00	40.82*
DERRICKS (LAND OR FLOATING)	29.12	14.00	44.32*
DITCHING MACHINE, SMALL (DITCHWITCH, VERMEER OR SIMILAR)	25.62	14.00	40.82*
DRILL DOCTOR (DUTIES INCLUDE DUST			
COLLECTOR, MAINTENANCE)	27.53	14.00	42.73*
DRILLMASTER, QUARRYMASTER (DOWN THE HOLE DRILL)			
ROTARY DRILL, SELF-PROPELLED HYDRAULIC DRILL, SELF-POWERED DRILL	29.12	14.00	44.32*
DOPE POTS (MECHANICAL WITH OR WITHOUT PUMP)	25.62	14.00	40.82*
DRAGLINES	29.12	14.00	44.32*
DUMPSTERS	25.62	14.00	40.82*
ELEVATOR	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
- PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
ELEVATOR GRADERS	29.12	14.00	44.32*
ENGINES, LARGE DIESEL (1620 HP) AND STAGING PUMP	23.99	14.00	39.13*
FARM TRACTORS	23.99	14.00	39.19*
FERTILIZING EQUIPMENT (OPERATION AND MAINTENANCE OF)	23.99	14.00	39.19*
FIELD ENGINEERS			
CHIEF OF PARTY	25.62	14.00	40.82*
TRANSIT/INSTRUMENT MAN	22.28	14.00	37.48*
ROD/CHAINMAN	19.70	14.00	34.90*

SURVEY APPRENTICE-YEARLY SHCHEDULE-FIRST TWO YEARS BASED ON ROD/CHAINMAN RATE: 1ST YEAR 70%, 2ND YEAR 75%. LAST TWO YEARS BASED ON TRANSIT/INSTRUMENT MAN'S RATE: 3RD YEAR 80%, 4TH YEAR 90%.

FINE GRADE MACHINE (SMALL TYPE)	23.99	14.00	39.19*
FIREMAN	25.62	14.00	40.82*
FORK LIFT (ECONOMOBILE, LULL, AND SIMILAR TYPES)	25.62	14.00	40.82*
FORM LINE GRADERS (SMALL TYPE)	23.99	14.00	39.19*
FRONT END LOADER (5 YARDS & OVER)	29.12	14.00	44.32*

***Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)**

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
FRONT END LOADER (2 YARDS BUT LESS THAN 5 YARDS)	27.53	14.00	42.73*
FRONT END LOADER (UNDER 1 YARD)	23.99	14.00	39.19*
GENERATOR (SINGLE)	23.99	14.00	39.19*
GENERATOR (2 OR 3 BATTERY)	25.62	14.00	40.82*
GIRAFFE GRINDERS	25.62	14.00	40.82*
GRADALLS	29.12	14.00	44.32*
GRADERS (FINISH)	27.53	14.00	42.73*
GRADER AND MOTOR PATROLS	25.62	14.00	40.82*
GRADER, RAGO	29.12	14.00	44.32*
GREASE, GAS, FUEL & OIL SUPPLY TRUCKS	23.99	14.00	39.19*
GROOVE CUTTING MACHINE (RIDE ON TYPE)	27.53	14.00	42.73*
GROUT PUMP	25.62	14.00	40.82*
GUNNITE MACHINES (EXCLUDING NOZZLE)	25.62	14.00	40.82*
HAMMER VIBRATORY (IN CONJUNCTION WITH GENERATOR)	25.62	14.00	40.82*
HEATER PLANNER	27.53	14.00	42.73*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
HEATERS (NELSON OR OTHER TYPE INCLUDING	23.99	14.00	39.19*
HELICOPTERS			
PILOT/ENGINEER	30.99	14.00	46.14*
CO-PILOT	29.12	14.00	44.32*
COMMUNICATIONS ENGINEER	29.12	14.00	44.32*
HOISTS: ALL TYPE HOISTS, SHALL ALSO INCLUDE			
STEAM, GAS, DIESEL, ELECTRIC, AIR HYDRAYLIC,			
SINGLE AND DOUBLE DRUM, CONCRETE, BRICK SHAFT			
CAISSON, CONVEYOR, SNORKEL, ROOF, TUGGER, AND			
HOUSE CARS OR ANY OTHER SIMILAR TYPE HOISTING			
MACHINES, PORTABLE OR STATIONARY, EXCEPT			
CHICAGO BOOM TYPE	27.53	14.00	42.73*
HOISTS (CHICAGO BOOMS)	27.53	14.00	42.73*
HOISTS (ROOF, TUGGER, AERIAL PLATFORM HOIST			
ELEVATORS AND HOUSE CARS)	25.62	14.00	40.82*
HOPPERS	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
HOPPER DOORS (POWER OPERATED)	25.62	14.00	40.82*
HYDRO BLASTER	27.53	14.00	42.73*
HYDRAULIC CRANES (10 TONS AND UNDER)	27.53	14.00	42.73*
HYDRO-AXE	27.53	14.00	42.73*
JACKS, SCREW, AIR, HYDRAULIC, POWER OPERATED			
UNIT OR CONSOLE TYPE (NOT HAND JACK OR PILE LOAD TEST TYPE)	27.53	14.00	42.73*
LADDERS (MOTORIZED)	25.62	14.00	40.82*
LADDERVATOR	25.62	14.00	40.82*
LEAD ENGINEER, FOREMAN ENGINEER, SAFETY ENGINEER (MINIMUM)	29.86	14.00	45.06*
LIGHTS, PORTABLE GENERATING LIGHT PLANT	23.99	14.00	39.19*
LOCOMOTIVE (LARGE)	29.12	14.00	44.32*
DINKY TYPE	25.62	14.00	40.82*
LOG SKIDDER	27.53	14.00	42.73*
MAINTENANCE APPRENTICE (OILER)	22.28	14.00	37.48*
MAINTENANCE UTILITY MAN	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
MAINTENANCE AND REPAIR OF ASPHALT CURBING MACHINES,			
CONCRETE FINISHING MACHINES, CONCRETE VIBRATORS,			
GAS BUGGIES, LEVELING MACHINES, PORTABLE GENERATORS,			
POWER SAWS, COMPRESSOR EQUIPMENT OR COMPRESSOR UNITS			
USED IN CONNECTION WITH CEMENT, PAINT, INSULATING,			
CURBING AND SAND BLASTING (ALL AND SIMILAR TYPES)	25.62	14.00	40.82*
MECHANIC	25.62	14.00	40.82*

REGISTERED MECHANIC'S APPRENTICE RATE-BASED ON JOURNEYMAN MECHANIC'S WAGE: 1ST YEAR: 60%; 2ND YEAR: 70%; 3RD YEAR: 80%; 4TH YEAR: 90%

MECHANICS HELPER	22.28	14.00	37.48*
MIXERS (EXCEPTING PAVING MIXERS)	25.62	14.00	40.82*
MIXERS, CONCRETE SMALL	23.99	14.00	39.19*
MOTOR PATROL AND GRADERS	25.62	14.00	40.82*
MUCKING MACHINES	29.12	14.00	44.32*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
- PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
MULCHING EQUIPMENT (OPERATION AND MAINTENANCE OF)	23.99	14.00	39.19*
PANS	27.53	14.00	42.73*
PAVERS (ALL) CONCRETE	27.53	14.00	42.73*
PAVEMENT AND CONCRETE BREAKER i.e. SUPERHAMMER AND HOE RAM	29.12	14.00	44.32*
PAVEMENT BREAKER – SMALL, SELF-PROPELLED RIDE ON TYPE (ALSO MAINTAINS COMPRESSOR OR HYDRAULIC UNIT)	25.62	14.00	40.82*
PAVEMENT BREAKER TRUCK MOUNTED	25.62	14.00	40.82*
PILE DRIVER	29.12	14.00	44.32*
PIPE BENDING MACHINE (POWER)	25.62	14.00	40.82*
PITCH PUMP	25.62	14.00	40.82*
PLASTER PUMP (REGARDLESS OF SIZE)	25.62	14.00	40.82*
PLATE AND FRAME FILTER PRESS	27.53	14.00	42.73*
POST HOLE DIGGER (POST POUNDER & AUGER)	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
PUMPCRETE – UNIT TYPE	27.53	14.00	42.73*
PUMPCRETE MACHINES, SQUEEZECRETE AND			
CONCRETE PUMPING (REGARDLESS OF SIZE)	27.53	14.00	42.73*
PUMPS (4 INCH SUCTION AND OVER INCLUDING			
SUBMERSIBLE PUMPS)	23.99	14.00	39.19*
PUMPS (2 INCH OR LESS THAN 4 INCH SUCTION			
INCLUDING SUBMERSIBLE PUMPS)	23.99	14.00	39.19*
PUMPS DIESEL ENGINE AND HYDRAULIC			
(IMMATERIAL OF POWER)	23.99	14.00	39.19*
ROAD FINISHING MACHINES (SMALL TYPE)	23.99	14.00	39.19*
ROADWAY SURFACE GRINDER	29.12	14.00	44.32*
ROD BENDING MACHINES (POWER)	25.62	14.00	40.82*
ROLLERS – GRADE, FILL, OR STONE BASE	23.99	14.00	39.19*
ROLLERS – BLACK TOP	25.62	14.00	40.82*
SCALES, POWER	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.

OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
SCOOPER (LOADER & SHOVEL)	29.12	14.00	44.32*
SCRAPERS	27.53	14.00	42.73*
SEAMEN PULVERIZING MIXER	25.62	14.00	40.82*
SEEDING EQUIPMENT (OPERATION AND MAINTENANCE OF)	23.99	14.00	39.19*
SHOULDER WIDENER	25.62	14.00	40.82*
SHOVELS	29.12	14.00	44.32*
SIDE BOOMS	27.53	14.00	42.73*
SILOS	25.62	14.00	40.82*
SKIMMER MACHINES (BOOM TYPE)	25.62	14.00	40.82*
SPRINKLER & WATER PUMP TRUCKS (USED ON JOBSITE OR IN CONJUNCTION WITH JOB)	23.99	14.00	39.19*
SQUEEZE CRETE	27.53	14.00	42.73*
STEAM JENNIES AND BOILERS (IRRESPECTIVE OF THEIR USE)	23.99	14.00	39.19*
STEEL CUTTING MACHINE (SERVICE AND MAINTENANCE)	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
STONE SPREADERS	23.99	14.00	39.19*
STRADDLE CARRIERS	27.53	14.00	42.73*
TAMPING MACHINES, VIBRATING RIDE-ON	23.99	14.00	39.19*
TAMROCK DRILL	25.62	14.00	40.82*
TEMPORARY HEATING PLANT (NELSON OR OTHER TYPE, INCLUDING PROPANE, NATURAL GAS OR FLOW TYPE UNITS)	23.99	14.00	39.19*
TIRE REPAIR AND MAINTENANCE	22.28	14.00	37.48*
TRACTORS	25.62	14.00	40.82*
TREE CHOPPER WITH BOOM	29.12	14.00	44.32*
TRENCH MACHINES	29.12	14.00	44.32*
TUG CAPTAINS	25.62	14.00	40.82*
TUNNEL BORING MACHINES	29.12	14.00	44.32*
VACUUM TRUCK	27.53	14.00	42.73*
VIBRATING PLANTS (USED WITH UNLOADING)	25.62	14.00	40.82*
WATER AND SPRINKLER TRUCKS (USE ON JOB SITE OR IN CONJUNCTION WITH JOB)	23.99	14.00	39.19*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.

OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
WELDER AND REPAIR MECHANIC	25.62	14.00	40.82*
WELDING MACHINES (GAS DIESEL OR ELECTRIC			
CONVERTERS OF ANY TYPE – SINGLE: TWO OR			
THREE WITHIN 100’)	23.99	14.00	39.19*
WELDING SYSTEM – MULTIPLE (RECTIFIER			
TRANSFORMER TYPE)	23.99	14.00	39.19*
WELLPOINT SYSTEMS (INCLUDING INSTALLATION			
BY BULL GANG AND MAINTENANCE)	23.99	14.00	39.19*
WINCH TRUCKS (HOISTING)	27.53	14.00	42.73*
WATER OPERATION: ON ALL POWER BOATS USED IN CONJUNCTION WITH			
PIPELINE, RIVER CROSSINGS AND ALL TYPE OF CONSTRUCTION. THE			
WORK PERFORMED BY THE CAPTAIN & TUG MAINTENANCE. ENGINEER			
SHALL BE ASSIGNED TO EMPLOYEES COVERED BY THIS AGREEMENT AND			
THE FOLLOWING RATES SHALL APPLY	25.62	14.00	40.82*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
CAPTAIN (POWER BOATS)	25.62	14.00	40.82*
TUG MASTER (POWER BOATS)	25.62	14.00	40.82*
MAINTENANCE APPRENTICE (DECKHAND)	22.28	14.00	37.48*

APPRENTICESHIP OPERATOR – ALL EQUIPMENT – YEARLY SCHEDULE BASED ON PIECE OF EQUIPMENT PERSON IS OPERATING 1ST YEAR – 60%, 2ND YEAR – 70%, 3RD YEAR – 80%, 4TH YEAR – 90%

WORK AT HAZARDOUS WASTE SITES

ON HAZARDOUS WASTE REMOVAL OR ASBESTOS REMOVAL WORK, OR ANY STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE OPERATING ENGINEER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION, THE OPERATING ENGINEER SHALL RECEIVE THE HOURLY WAGE PLUS AN ADDITIONAL TWENTY PERCENT (20%) OF THAT WAGE. FRINGE BENEFITS WILL BE PAID AT THE REGULAR RATE.

STRUCTURAL STEEL ERECTION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
AERIAL PLATFORM USED ON HOISTS	26.03	14.00	41.28*
ASSISTANT ENGINEER/OILER	22.74	14.00	37.99*
A-FRAME	28.69	14.00	43.94*
APPRENTICE ENGINEER/OILER WITH COMPRESSOR OR WELDING MACHINE	26.03	14.00	41.28*
CHERRY PICKERS – 10 TONS AND UNDER (OVER 10 TONS USE CRANE RATE)	28.69	14.00	43.94*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
CHIEF OF PARTY	26.03	14.00	41.28*
COMPRESSOR (SINGLE)	24.50	14.00	39.75*
COMPRESSOR (2 OR 3 IN BATTERY)	26.03	14.00	41.28*
CONVEYORS & TUGGER HOISTS	26.03	14.00	41.28*
CRANES (ALL CRANES – LAND OR FLOATING WITH BOOM – INCLUDING JIB, 140 FEET AND OVER ABOVE GROUND)	31.89	14.00	47.14*
CRANES (ALL CRANES – LAND OR FLOATING WITH BOOM – INCLUDING JIB, LESS THAN 140 FEET ABOVE GROUND)	30.98	14.00	46.23*
DERRICKS (LAND OR FLOATING) WITH BOOMS, INCLUDING JIB, 140 FEET AND OVER ABOVE GROUND	31.89	14.00	47.14*
DERRICKS (LAND OR FLOATING) WITH BOOMS, INCLUDING JIB, LESS THAN 140 FEET ABOVE GROUND	30.98	14.00	46.23*
ELEVATORS OR HOUSE CARS	26.03	14.00	41.28*
FIREMAN	26.03	14.00	41.28*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	<bfringe< b=""></bfringe<>	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
FORK LIFTS	26.03	14.00	41.28*
GENERATORS	24.50	14.00	39.75*
GENERATORS (2 OR 3)	26.03	14.00	41.28*
HELICOPTERS:			
PILOT/ENGINEER	32.75	14.00	48.50*
CO-PILOT	31.89	14.00	47.14*
COMMUNICATING ENGINEER	31.89	14.00	47.14*
HOISTS: ALL TYPE HOISTS EXCEPT CHICAGO			
BOOM TYPE	28.69	14.00	43.94*
JACKS: SCREW AIR HYDRAULIC POWER OPERATED			
UNIT OR CONSOLE TYPE (NOT HAND JACK OR			
PILE LOAD TEST TYPE)	28.69	14.00	43.94*
LEAD ENGINEER, FOREMAN ENGINEER,			
SAFETY ENGINEER (MINIMUM)	30.31	14.00	46.06*
MAINTENANCE APPRENTICE (OILER)	22.74	14.00	37.99*
MAINTENANCE UTILITY MAN	26.03	14.00	41.28*
ROD BENDING MACHINE (POWER)	26.03	14.00	41.28*
ROD CHAINMAN	19.70	14.00	34.95*
SIDE BOOMS	28.69	14.00	43.94*
STRADDLE CARRIER	28.69	14.00	43.94*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.
OVERTIME (3A)

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

	RATE	FRINGE	TOTAL
EFFECTIVE DATE:	7-1-97	7-1-97	7-1-98
TRANSIT/INSTRUMENT MAN	22.74	14.00	37.99*
WELDING MACHINES, GAS, DIESEL, OR ELECTRIC			
CONVERTERS OF ANY TYPE – SINGLE	24.50	14.00	39.75*
WELDING MACHINES, GAS OR ELECTRIC			
CONVERTERS ON ANY TYPE – 2 OR 3 IN			
BATTERY INCLUDING DIESELS	26.03	14.00	41.28*
WELDING SYSTEM, MULTIPLE (RECTIFIER			
TRANSFORMER (TYPE)	24.50	14.00	39.75*
WATER OPERATION:			
CAPTAIN (POWER BOATS)	26.03	14.00	41.28*
TUG MASTER (POWER BOATS)	26.03	14.00	41.28*
MAINTENANCE APPRENTICE (DECKHAND)	22.74	14.00	37.99*

*Allocation of increase on 7-1-98 between rate and fringe benefits to be determined at a later date.

TEST BORING PRELIMINARY TO CONSTRUCTION

THE DRILLER SHALL BE EMPLOYED ON ALL WORK KNOWN AS CORE DRILLING, DIAMOND DRILLING, MUD DRILLING, PIPE DRIVING AND SETTING, SOUNDING WASH BORING, POUNDING, PROVING, TESTBORING, SHOT DRILLING, AUGER DRILLING FOR SOUNDING OR TEST BORING AND ON ANY WORK PERFORMED ON LAND OR WATER USED IN CONNECTION WITH SUCH ACTIVITIES, WHICH ARE PRELIMINARY TO THE CONSTRUCTION TRADES, INCLUDING THE MOVING, HAULING, LOADING AND UNLOADING OF SUCH EQUIPMENT BY VEHICLES AND THE OPERATION THEREOF.

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

HOURLY PREVAILING WAGE RATE

EFFECTIVE DATE:	10-17-93
JOURNEYMAN	20.235
FOREMAN*	826.20
*PER 40 HOUR WEEK	
HELPER	17.725
BENEFITS	6.19
OVERTIME	(5)

HAZARDOUS WASTE DIFFERENTIAL:

LEVEL A: 1.00/HOUR; LEVEL B: .75/HOUR; LEVEL C: .25/HOUR

DRILL FOR GROUND WATER SUPPLY

EFFECTIVE DATE	8-1-96
DRILLER	22.69
HELPER	20.25
BENEFITS	6.00
1 ST YEAR TRAINEE	11.27
2 ND YEAR TRAINEE	13.68
3 RD YEAR TRAINEE	16.13
OVERTIME	(39)

*+1.00 PER HOUR EACH FOR WELDING COURSE AND DRILLER LICENSE.

WHEN DRILLING WORK REQUIRES PERSONAL PROTECTIVE EQUIPMENT EQUAL TO OSHA LEVEL "A" THERE IS A \$3.00 PER HOUR PREMIUM; LEVEL "B" \$2.00 PER HOUR; LEVEL "C" \$1.00 PER HOUR.

THE WELL DRILLER AND/OR HIS HELPERS MAY PERFORM ALL OF THE LABOR RELATIVE TO THE CONSTRUCTION, FINISHING, AND SERVICING OF WELLS, PUMPS AND BORINGS FOR GROUND WATER SUPPLY. THE PRESENT METHODS OF WELL DRILLING ENTAILING, AS THEY DO, MANY DIVERSE JOB OPERATIONS CALLING FOR DRILLING, PUMP DISCHARGE, PIPINGS, AND THE OPERATION OF THE VARIOUS DIFFERENT TYPES OF RELATED POWER EQUIPMENT, SHALL ALL BE PROPERLY WITHIN THE JOB DUTIES AND FUNCTIONS OF THE WELL DRILLER AND/OR HIS HELPERS. IN THE EVENT THAT AN EXTENSION OF WORK SHOULD OCCUR BEYOND WATER WELL DRILLING FUNCTIONS AND INTO THE FIELD OF GENERAL CONSTRUCTION WORK, SUCH EXTENSION OF WORK WOULD COME UNDER THE APPROPRIATE RATES LISTED EXSEWHERE IN THIS WAGE DETERMINATION.

TRAINEES MUST WORK UNDER DIRECT SUPERVISION OF DRILLERS OR COMPETENT HELPERS. THERE IS NO LIMIT TO THE NUMBER OF TRAINEES AT A SITE.

NOTE: MARINE AND DREDGING RATES ARE AVAILABLE UPON REQUEST.

**NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION**

ENTIRE STATE

HEAVY AND GENERAL LABORERS

EFFECTIVE DATE	3-1-97	9-1-97
BLASTER	24.20	24.20
	B 10.13	10.58
GENERAL FOREMAN	21.70	21.70
	B 10.13	10.58
FINISHER FOREMAN	21.65	21.65
CONCRETE FOREMAN	B 10.13	10.58
PIPE FOREMAN AND GRADE FOREMAN	21.15	21.15
	B 10.13	10.58
DRILL FOREMAN	20.95	20.95
	B 10.13	10.58
LABOR FOREMAN	20.70	20.70
LABOR FOREMAN	B 10.13	10.58
FINISHER, RAMMER, PAVER, GUNNITE NOZZLE MAN, STONE- CUTTER, FORM SETTER, MANHOLES, CATCH BASINS, INLET BUILDER	20.65	20.65
	B 10.13	10.58
TIMBERMAN WAGON		
DRILL OPERATOR	20.40	20.40
AND DRILL MASTER	B 10.13	10.58
SEWER PIPE, LASER MEN, CONDUIT AND DUCT LINE LAYER, POWER TOOL OPERATOR, JACK HAMMER, CHIPPING HAMMER, PAVEMENT BREAKER, POWER BUGGY, CONCRETE CUTTER, ASPHALT CUTTER, SHEET HAMMER AND TREE CUTTER OPERATORS, SAND BLASTING, CUTTING, BURNING AND OTHER	20.20	20.20
POWER TOOLS	B 10.13	10.58

OVERTIME FOR ALL CLASSIFICATIONS: (36)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

ENTIRE STATE

HEAVY AND GENERAL LABORERS

EFFECTIVE DATE	3-1-97	9-1-97
WAGON DRILL OPERATOR		
HELPER, DRILL MASTER		
HELPER, POWDER CARRIER		
& MAGAZINE TENDER,	19.90	19.90
SIGNAL MAN	B 10.13	10.58
BASIC LABORER, LANDSCAPE		
LABORER, RAILROAD TRACK		
LABORER, FLAGMAN, TRAFFIC		
DIRECTOR, SALAMANDER TENDER		
PITMAN, DUMP MAN, WATERPROOFING,		
RAKERS & TAMPERS ON COLD PATCH		
WORK, WRAPPING AND COATING	19.70	19.70
OF ALL PIPE	B 10.13	10.58

TOXIC OR HAZARDOUS 3.00 PER HOUR OVER REGULAR APPLICABLE HOURLY WAGE
WASTE LABORER RATE IN ZONES A, B OR C, 1.00 PER HOUR OUTSIDE ZONES A, B, C

WALKING BOSSES AND	22.45	22.45
SUPERINTENDANTS	B 10.13	10.58
HEADING FOREMAN, SHAFT		
FOREMAN, ROD FOREMAN,		
ELECTRICIAN FOREMAN,	21.65	21.65
RIGGING FOREMAN	B 10.13	10.58

OVERTIME FOR ALL CLASSIFICATIONS: (36)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

ENTIRE STATE

HEAVY AND GENERAL LABORERS

EFFECTIVE DATE	3-1-97	9-1-97
IRON FOREMAN, CAULKING		
FOREMAN, FORM FOREMAN		
CEMENT FINISHING FORE-		
MAN, CONCRETE FOREMAN,		
TRACK FOREMAN, CLEANUP	21.15	21.15
FOREMAN, GROUT	B 10.13	10.58
FOREMAN		
BLASTERS	24.15	24.15
	B 10.13	10.58
TOP LABOR FOREMAN	20.60	20.60
	B 10.15	10.58
SKILLED MEN (INCLUDING		
MINERS, DRILL RUNNERS		
IRON MEN, CONVEYOR MEN		
MAINTENANCE MEN,		
SAFETY		
MINERS, RIGGERS, BLOCK		
LAYERS, CEMENT FINISHER,		
TOD MEN, CAULKERS,		
POWDER		
CARRIERS, ALL OTHER	20.85	20.85
SKILLED		
MEN)	B 10.15	10.58
SEMI-SKILLED MEN		
(INCLUDING		
MINERS' HELPER, CHUCK		
TENDERS,		
TRACK MEN, NIPPERS,		
BRAKE		
MEN, DERAIL MEN, CABLE		
MEN		
HOSE MEN, GRAVEL MEN,		
FORM		
MEN, BELL OR SIGNAL MEN		
TOP OR BOTTOM, FORM		
WORKERS, AND MOVERS		
CONCRETE WORKERS,		
SHAFT		
MEN, TUNNEL LABORERS,		
CAULKERS'HELPER, ALL	20.60	20.60
OTHER SEMI-SKILLED MEN)	B 10.13	10.58

OVERTIME FOR ALL CLASSIFICATIONS: (36)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

ENTIRE STATE

HEAVY AND GENERAL LABORERS

EFFECTIVE DATE	3-1-97	9-1-97
ALL OTHERS (INCLUDING		
POWDER WATCHMEN, CHANGE		
HOUSE ATTENDANTS, TOP	20.10	20.10
LABORS	B 10.13	10.58

OVERTIME FOR ALL CLASSIFICATIONS: (36)

NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE RATE DETERMINATION

The following information applies to all rate categories in the attached Prevailing Wage Rate Determination:

KEY TO ABBREVIATIONS:

AF = Assistant Foreman Rate Per Hour	LAM = Layout Rate Per Hour
B = Benefit Rate Per Hour	LM = Lead Man Rate Per Hour
CS = Cable Splicer Rate Per Hour	PH = Probationary Helper Rate Per Hour
D = Effective Date of Wage Rate	PR = Plan Reader Rate Per Hour
DF = Deputy Foreman Rate Per Hour	RT = Radio Tower Rate Per Hour
F = Foreman Rate Per Hour	SF = Sub-Foreman Rate Per Hour
H = Helper Rate Per Hour	T = Total Rate Per Hour
J = Journeyman Rate Per Hour	

FRINGE BENEFITS:

Fringe benefits are an integral part of the prevailing wage rate and are in addition to those wages tabulated as rate per hour. Employers not paying these benefits to a payee designated in a collective bargaining agreement shall pay the benefits directly to the employee on each pay day.

ASTERISK:

When an asterisk (*) appears below a date, it indicates that there will be a future allocation between the hourly rate and the fringe benefit rate. The total rate is indicated under the future effective date.

NOTE:

SNOW PLOWING CONTRACTS ARE NOT COVERED UNDER THE NEW JERSEY PREVAILING WAGE ACT.

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

MONMOUTH COUNTY

ASPHALT LABORERS

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, GLOUCESTER, MERCER, MONMOUTH
OCEAN, AND SALEM COUNTIES:

STREET	RATE	RATE
Effective Date:	3-1-97	9-1-97
Paving Foreman	20.85	20.85
Head Raker	20.50	20.50
Rakers, Screed Men	20.35	20.35
Tampers, Smoothers, Kettlemen, Painters, Shoveler & Roller Boys	20.10	20.10
Trainees* (Starting Rate)	13.35	13.35
BENEFITS:	10.13	10.58
Portable Plant		
Scale Mixer and Burner Men	20.35	20.35
Feeders and Dust Men	20.10	20.10
Benefits	10.13	10.58

Job Steward to receive +.40 per hour over regular hourly wage.
OVERTIME FOR ALL CLASSIFICATIONS: (36)
EXPIRATION DATE 2-28-98

*Trainee rates listed above apply to the first fifteen weeks of employment. Thereafter, said rate shall increase to 75% of rakers rate for fifteen additional weeks. After the thirty week training period, the employee will then be paid at the full raker's rate. Trainee rate may only be paid to the fifth man on a four man asphalt laborer's paving crew.

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

BURLINGTON, HUNTERDON, MERCER, MIDDLESEX, MONMOUTH, OCEAN AND SOMERSET COUNTIES

CRAFT

TRUCK CLASSIFICATION;

RATE;

EFFECTIVE DATE:	5-9-97
Helper on Asphalt Distributor, Pick-Up and Dump Truck Drivers, Winch Straight Truck Drivers, Water and Fuel Truck Drivers	24.45
Straight Three-Axle Material Driver	24.50
Tractor Trailer Truck Driver	24.50
Euclid Type Vehicles (Except Self Loading)	24.60
Winch Trailer Driver	24.70
Mechanic Helper	24.22
Benefits	10.985
Overtime Benefits	12.635
Overtime Code	(40)

Truck Foreman: \$.25 cents per hour above regular rate. Overtime shall be increased accordingly.

EXPIRATION DATE 4-30-98

HAZARDOUS WASTE REMOVAL: (+ \$3.00 premium per hour)

On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin and eye protection, the driver shall receive an additional \$3.00 per hour on the hourly wage rate. A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an hourly wage rate plus \$1.00 per hour.

MATERIAL DELIVERY DRIVERS	D 10-15-96
DRIVER	14.00
BENEFITS	6.98
NEW HIRES	
FIRST 6 MONTHS	12.00
AFTER 6 MONTHS	12.00
AFTER 2 YEARS	13.00
BENEFITS	6.98
OVERTIME	(5)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS

OVERTIME

AIR CONDITIONING AND REFRIGERATION	D	3-1-97	EXPIRATION DATE: 2-28-98
	J	21.05	
	B	6.74	
	T	27.79	(34)

HEAT & FROST INSULATORS ASBESTOS WORKERS**	D	10-8-96	9-19-97	EXPIRATION DATE: 7-31-99
	J	27.28	*	
	B	14.43	*	
	T	41.71	42.71	
	F	28.55	*	
	B	14.99	*	
	T	43.54	44.54	
OVERTIME				(5)

**Also applies to the removal of insulation materials/asbestos from mechanical systems including containment erection & demolition and placing material in appropriate containers.

BOILERMAKERS	D	11-27-96	8-29-97	8-1-98	EXPIRATION DATE: 7-31-99
	J	29.93	30.21	*	
	B	14.47	15.19	*	
	T	44.40	45.40	46.40	
	AF	31.93	32.21	*	
	B	15.41	15.93	*	
	T	47.34	48.14	49.34	
	F	32.43	32.71	*	
	B	15.64	16.11	*	
	T	48.07	48.82	50.07	(44)

BRICKLAYERS STONE MASONS	11-26-96	11-1-97
	J 24.88	25.75
	DF 27.48	28.35
	F 30.08	30.95
	B 12.17	12.30

CARPENTERS	D	5-15-97	5-1-98	5-1-99	EXPIRATION DATE: 4-30-00
	J	26.44	*	*	
	B	11.26	*	*	
	T	37.70	38.70	39.70	
	F	30.41	*	*	
	B	12.93	*	*	
	T	43.34	44.34	45.34	(51)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS

OVERTIME

CARPENTERS, RESILIENT FLOORING	D 7-16-97	11-1-97	5-1-98	5-1-99	EXPIRATION DATE: 4-30-00
	J 24.80	*	*	*	
	B 9.78	*	*	*	
	T 34.58	35.33	36.33	37.33	
	F 26.80	*	*	*	
	B 10.58	*	*	*	(43)
	T 37.38	38.13	39.13	40.13	

CEMENT MASONS, CEMENT FINISHERS SAME AS BRICKLAYERS

DIVERS	D 1-1-96	EXPIRATION DATE: 6-30-96
	J 34.69	
	TENDER 26.01	
	B 17.70	(5)
DOCK BUILDERS PILEDRIVERMEN	D 7-19-96	EXPIRATION DATE: 6-30-97
	J 28.45	
	F 30.95	
	B 19.13	(5)

DRYWALL FINISHERS	D 8-29-97	
	J 27.25	
	F + 1 HR/DAY	
	B 10.38	

ELECTRICIAN**	D 6-3-96	6-2-97	EXPIRATION DATE: 5-31-98
	CS, J 27.90	28.96	
	PR 29.30	30.41	
	(2-10 W) F 30.69	31.86	
	B 18%+5.90	18%+5.90	
OVERTIME 1 ½	B 18%+8.82	18%+8.82	
2X	B 18%+11.73	18%+11.73	
	+ 2.00 PER HOUR FOR	WORK OVER 50 FEET	(8)

SECOND SHIFT: + 10% (8 HOURS PAY FOR 7 ½ HOURS WORK) 4:30 PM TO 12:30 AM
THIRD SHIFT: + 15% (8 HOURS PAY FOR 7 HOURS WORK) 12:30 AM TO 8:00 AM
** ALSO APPLIES TO FIRE AND BURGLAR ALARM WORK

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS		OVERTIME
ELEVATOR CONSTRUCTORS	D 7-16-97	EXPIRATION DATE: 5-31-98
	J 30.71	
	F 34.55	
	H 21.50	
6 MONTHS	PH 15.355	
	B 6% + 6.12 UNDER 5 YEARS	
	B 8% + 6.12 OVER 5 YEARS	(2)

HELPER TO JOURNEYMAN RATIO 1:1 EXCEPT ON JOBS WHERE TWO TEAMS ARE WORKING, ONE EXTRA HELPER MAY BE EMPLOYED FOR THE FIRST TWO TEAMS AND AN EXTRA HELPER FOR EACH ADDITIONAL THREE TEAMS. FURTHER, THE EMPLOYER MAY USE AS MANY HELPERS AS NEEDED UNDER THE DIRECTION OF A JOURNEYMAN IN WRECKING OLD PLANTS, HANDLING AND HOISTING MATERIAL, AND ON FOUNDATION WORK. WHEN REMOVING OLD AND INSTALLING NEW CABLES ON EXISTING ELEVATORS, EMPLOYER MAY USE TWO HELPERS FOR ONE MECHANIC.

ON ELEVATOR SERVICE THE OVERTIME CODE IS (5), AND THE HELPER TO JOURNEYMAN RATIO: 1:3						
GLAZIERS	D 6-19-97	10-1-97	5-1-98	5-1-99	5-1-00	EXPIRATION DATE: 4-31-01
	J 26.45	27.43	27.83	28.25	28.75	
	F 27.95	28.93	29.33	29.75	30.25	
	B 9.52	9.52	10.12	10.36	10.47	(3)

HAZARD/HEIGHT PAY: + \$1.00 OVER 20 FEET

IRONWORKERS	D 7-24-96	7-1-97	7-1-98	EXPIRATION DATE: 6-30-99
STRUCTURAL	J 25.45	25.88	*	
	B 19.10	19.65	*	
	T 44.53	45.53	46.53	
	F 27.43	27.88	*	
	B 19.10	19.65	*	
	T 46.53	47.53	48.53	
ROD	J 24.18	24.38	*	
	B 19.10	19.65	*	
	T 43.28	44.03	45.03	
	F 26.18	26.38	*	
	B 19.10	19.65	*	
	T 45.28	46.03	47.03	(30)

LABORERS	D 5-7-97	EXPIRATION DATE: 3-31-98
(ASBESTOS & HAZARDOUS WASTE REMOVAL) *	J 19.05	
	F +1 HR/DAY	
	B 9.50	(13)

*Applies to removal of asbestos materials from walls, ceilings, floors, columns and all other non-mechanical systems including mechanical systems to be scrapped, including containment erection & demolition and placing material in appropriate containers.

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS				OVER	
LABORERS	D	6-26-96	5-1-97	5-1-98	EXPIRATION DATE 4-30-99
(BUILDING)					
CLASS A	J	18.55	*	*	
	B	10.52	*	*	
	T	29.07	29.82	30.57	
CLASS B	J	18.05	*	*	
	B	10.52	*	*	
	T	28.57	29.32	30.07	
CLASS C	J	15.34	*	*	
	B	10.52	*	*	
	T	25.86	26.54	27.29	
	F	18.55	*	*	
	B	10.52	*	*	
	T	29.07	30.20	32.95	(7)
	+ 1 HR/DAY		+ 1 HR/DAY	+ 1 HR/DAY	

CLASS A: Specialist laborer including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builders, hydro demolition equipment, motorized lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle man on gunite work.

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

CLASS C: Janitorial-type light clean up work associated with the turnover of a project or part of a project to the owner.

LATHERS; SAME AS CARPENTERS;

MARBLE SETTERS	D	12-2-94	EXPIRATION DATE: 4-30-95
	J	21.83	
	B	11.63	
	F	+10.00/DAY	(45)

MARBLE SETTER HELPERS	D	2-20-92	EXPIRATION DATE: 6-30-92
	H	24.17	
	B	12.52	(10)

MASONS; SAME AS BRICKLAYERS;

MILLWRIGHTS	D	10-24-97	EXPIRATION DATE: 4-30-00
	J	26.94	
	B	11.47	
	T	38.41	
	F	30.98	
	B	13.17	
	T	44.15	(51)

MOSAIC-TERRAZZO SETTERS	D	1-1-96	EXPIRATION DATE: 6-30-96
	J	28.38	
	F	+ 1 HR/DAY	
	H	27.07	
	B	12.52	(47)

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS					OVERTIME
PAINTERS	D 5-1-97	5-1-98	5-1-99	5-1-00	EXPIRATION DATE: 4-30-01
	J 27.25	27.75	28.25	28.75	
	F 29.95	30.50	31.00	31.60	
	B 27%+2.58	27%+2.58	27%+2.58	27%+2.58	
SPRAY/SANDBLASTING/HIGH WORK					
	J 29.75	30.25	30.75	31.25	
	F 32.50	33.00	33.50	34.10	
	B 27%+2.58	27%+2.58	27%+2.58	27%+2.58	(9)
PAINTERS (REPAINT)					BRIDGE WORK OVERTIME CODE (56)
	D 5-1-97	5-1-98	5-1-99	5-1-00	EXPIRATION DATE: 4-30-01
	J 21.40	21.65	21.80	22.00	
	F 23.50	23.80	24.00	24.20	
	B 27%+2.58	27%+2.58	27%+2.59	27%+2.60	
SPRAY/SANDBLASTING/HIGH WORK					
	D 5-1-97	5-1-98	5-1-99	5-1-00	
	J 23.40	23.65	23.80	24.00	
	F 25.50	25.80	26.00	26.20	
	B 27%+2.58	27%+2.58	27%+2.59	27%+2.60	(18)
	BRIDGE WORK	OVERTIME CODE	IS (56)		
BRIDGE/TUNNEL/TANK					
Equipment Tender/Containment Builder	80% of Journeyman				
Support Personnel	65% of Journeyman				(56)

PAINTERS LINE STRIPING	D 1-22-97	7-1-97	7-1-98	7-1-99	EXPIRATION DATE: 6-30
	J 23.30	23.71	24.58	25.48	
	F 23.80	24.21	25.08	25.98	
1ST YEAR	H 17.50	17.78	18.43	19.11	
2ND YEAR	H 18.67	18.97	19.66	20.38	
3RD YEAR	H 19.83	20.15	20.89	21.66	
	B 1.50	1.70	1.90	2.05	(38)

PIPEFITTERS SAME AS PLUMBERS
PLASTERERS SAME AS BRICKLAYERS

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
COUNTY - MONMOUTH

CRAFTS				OVERTIME	
PLUMBERS	D	6-6-96	7-1-96	EXPIRATION DATE: 6-30-98	
	J	28.28	28.78		
	B	13.15	13.55		
	T	41.13	42.33		
	F	30.26	30.79		
	B	13.15	13.55		
	T	43.41	44.34	(36)	
SECOND SHIFT +25% (8 HOURS PAY FOR 7 ½ HOURS WORK)					
THIRD SHIFT +30% (8 HOURS PAY FOR 7 ½ HOURS WORK)					
MAINTENANCE WORK:					
SECOND SHIFT + 15% (8 HOURS PAY FOR 7 1/2 HOURS WORK)					
THIRD SHIFT + 15% (8 HOURS PAY FOR 7 HOURS WORK)					
ROOFERS	D	8-29-97	6-1-98	6-1-99	EXPIRATION DATE: 5-31-97
	J	24.97	*	*	
	B	14.40	*	*	
	T	39.37	40.37	41.37	
	F	25.97	*	*	
	B	14.40	*	*	(4)
	T	40.37	41.37	42.37	
	PITCH +.50, MOP +.30 PER HOUR				
SHEET METAL WORKERS					
	D	6-21-96	EXPIRATION DATE: 5-31-97		
	J	26.40			
	F	27.65			
	B	13.75	(11)		
SPRINKLER FITTERS					
	D	1-1-97	EXPIRATION DATE: 6-30-97		
	J	30.78			
	F	33.03			
	B	9.24	(2)		
TILE SETTERS					
	D	11-22-94	EXPIRATION DATE: 4-30-95		
	J	22.53			
	B	11.83			
	F	+ 10.00 PER DAY ABOVE JOURNEYMAN RATE		(25)	
TILE SETTER HELPERS					
	D	6-17-94	EXPIRATION DATE: 4-30-95		
	H	20.55			
	B	11.07	(25)		
WELDERS SAME RATE AS CRAFT TO WHICH WELDING IS INCIDENTAL;					

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION

APPRENTICE RATE SCHEDULE

MONMOUTH COUNTY

THE APPRENTICE RATE IS BY PERCENTAGE OF THE JOURNEYMAN'S RATE UNLESS OTHERWISE INDICATED.
APPRENTICE BENEFIT RATE EQUALS JOURNEYMAN BENEFIT RATE UNLESS OTHERWISE NOTED.

CRAFT		INTERVAL	PERIOD AND RATES									
			1	2	3	4	5	6	7	8	9	10
AIR COND ITIO NING & REFR IGER ATIO N	YEARLY		30%	40%	55%	70%	85%					
ASBE STOS WORK ERS	YEARLY		13.15	18.36	21.42							
	BENEFI TS		8.85	11.48	12.39							
BOIL ERMA KERS	1,000 HOURS		60%	65%	70%	75%	80%	85%	90%	95%		
BRIC KLAY ERS	6 MONTHS		50%	55%	65%	75%	85%	95%				
	BENEFI TS		2.13	2.13	8.17	9.31	10.45	11.59				
CARP ENTE RS	6 MONTHS		45%	50%	55%	60%	65%	70%	80%	90%		
	BENEFI TS		42% + .15									
INDE NTUR ED	AFTER MAY 1, 1997:											
	6 MONTHS		40%	45%	50%	55%	65%	75%	85%	95%		
	BENEFI TS		42%+.15									

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
MONMOUTH COUNTY

APPRENTICE RATE SCHEDULE
THE APPRENTICE RATE IS BY PERCENTAGE OF THE JOURNEYMAN'S RATE UNLESS OTHERWISE INDICATED.
APPRENTICE BENEFIT RATE EQUALS JOURNEYMAN BENEFIT RATE UNLESS OTHERWISE NOTED.

			1	2	3	4	5	6	7	8	9	10
PAINTERS	4 MONTH		30%	40%	50%	60%	70%	75%	80%	85%	90%	
BENEFITS			YEAR 1: 15% + .25		YEAR 2: 18% + .50		YEAR 3: 22% + 1.00					
PIPEFITTERS	6 MONTH		35%	45%	55%	65%	75%					
	BENEFITS		10.07	12.95	15.83	18.71	21.59					
PLASTERERS	6 MONTHS		50%	55%	65%	75%	85%	95%				
	BENEFITS		2.13	2.13	8.17	9.31	10.45	11.59				
PLUMBERS	YEARLY		35%	45%	55%	65%	75%					
	BENEFITS		10.07	12.95	15.83	18.71	21.59					
ROOFERS	6 MONTH		10.04	12.00	13.00	14.00	15.90	18.00				
SHEET METAL WORKERS	6 MONTH		40%	45%	50%	55%	60%	65%	70%	75%		
	BENEFITS		8.05	8.26	8.47	8.67	10.81	11.18	11.55	11.91		
SPRINKLER FITTERS	6 MONTHS		7.00	8.00	50%	55%	60%	65%	70%	75%		
	BENEFITS		+	FULL	JOURN	EYMAN	BENE	FITS	FROM	3 RD	PER	IOD
STONE MASON	6 MONTH		50%	55%	65%	75%	85%	95%				
	BENEFITS		2.13	2.13	8.17	9.31	10.45	11.59				
TILE SETTERS	875 HOURS		45%	50%	55%	60%	70%	80%				

The overtime provision for apprentices is the same as the journeyman's for each specified craft. Refer to the specific craft to determine the overtime code, then refer to the overtime rate schedule.

NEW JERSEY DEPARTMENT OF LABOR
PREVAILING WAGE RATE DETERMINATION
11-14-97

ESTABLISHMENT OF RATIO OF APPRENTICES TO JOURNEYMEN FOR PUBLIC WORK PROJECTS, N.J.A.C. 12:60-7.

"Apprentice" means an individual who, while performing work on a public work project, is registered, in good standing, in an apprenticeship program approved or certified by the New Jersey State Director, Bureau of Apprenticeship and Training, United States Department of Labor.

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

If there is no apprentice rate provided, the employer shall pay the employees not less than the journeyman rate even if an employee is registered in an apprentice program for that trade.

RATIO OF APPRENTICES TO JOURNEYMEN

CRAFT	RATIO	CRAFT	RATIO
AIR CONDITIONING & REFRIGERATION	1:4	GLAZIER	(5)*
ASBESTOS WORKER	1:4	IRONWORKER	1:5
BOILERMAKER	(1)*	MARBLE SETTER	1:4
BRICKLAYER	1:4	MILLWRIGHT	1:5
CARPENTER	1:5	PAINTER	1:3
CARPENTERS RESILIENT FLOORING	(2)*	PIPEFITTER	1:5
CEMENT MASON	1:4	PLASTERER	1:4
CEMENT FINISHER	1:4	PLUMBER	1:4
DIVER	1:1	ROOFER	(6)*
DOCKBUILDER	(3)*	SHEETMETAL WORKER	1:3
DRYWALL FINISHER	1:2	SPRINKLER FITTER	1:3
ELECTRICIAN	(4)*	STONE MASON	1:4
		TILE SETTER	1:4

* See Below:

- (1) BOILERMAKER: (One apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.
- (2) CARPENTERS RESILIENT FLOORING: One apprentice shall be allowed to every two journeymen or major fraction thereof. No more than three apprentices on any one job or project.
- (3) DOCKBUILDER: Where 5 or fewer Dockbuilders are employed, no more than one of them may be an apprentice. Where more than 6 Dockbuilders are employed, at least one may be an apprentice and for every 6 additional Dockbuilders employed at least one additional apprentice may be employed.
- (4) ELECTRICIAN: One First Year Apprentice to one Apprentice to three Journeymen; 1 Apprentice, 1 Journeyman; 1 First Year Apprentice, 1 Apprentice, 1 Journeyman; 1 First Year Apprentice, 1 Apprentice, 2 Journeymen; 1 First Year Apprentice, 1 Apprentice, 3 Journeymen; 1 First Year Apprentice, 2 Apprentices, 4 Journeymen; 2 First Year Apprentices, 2 Apprentices, 4 Journeymen.
- (5) GLAZIER: No employer shall be eligible for an apprentice unless he employs an average of two (2) or more journeymen at all times.
- (6) ROOFER: 1:2, 1:3 for built up roofs and reroofing.

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11-14-97

OVERTIME RATE SCHEDULE FOR CRAFTS IN THE STATE OF NEW JERSEY

- (1) Time and one-half the rate including benefits for the first two hours before or after the regular 8 hour day Monday through Friday, and time and one-half for the first 10 hours on Saturday. All work on Sunday and Holidays and all hours over and above the first 10 hours, Monday through Saturday, shall be paid at double the rate, including benefits. On scheduled overtime (e.g. six 10 hour days, etc.) an employee shall not receive overtime until they have worked forty hours. If forty hours straight time is not available because of a holiday or anytime not available through no fault of the employee, such as weather, this rule shall not apply.
- (2) Double the hourly rate for all hours worked in excess of 8 a day and for all hours on Saturdays, Sundays and Holidays.
- (3) Time and one-half the hourly rate after 8 hours a day Monday through Thursday. Double the hourly rate after 8 hours on Friday and double the hourly rate for all hours worked on Saturdays, Sundays and Holidays.
- (3a) Time and one-half the hourly rate after 8 hours per day and for all hours on Saturday. Double time for all hours on Sundays and Holidays. The double time rate shall also apply for all hours of overtime and for Saturday work on water crossings pertaining to all bi-state pipeline work, bi-state tunnel and bi-state bridge construction, alteration or resurfacing work on bi-state projects. When working with other trades who receive a higher rate of overtime, the machine operator will also receive the higher rate. The benefit rate is increased accordingly for time and one-half work or double time. Where the bid documents and/or Contract require the Employer to work restricted hours or for any mutually agreed reason an Employer may work four (4) ten (10) hour days at the straight time rate during a week. If Friday is worked time and one-half (1 1/2) will be paid for all hours.
 - (a) Where Saturdays, Sundays or Holidays (or days celebrated as such) are worked, the employees covered shall be paid on a unit basis of one day at the specified overtime rates.
- (4) Time and one-half the hourly rate after 8 hours a day and for all hours on Saturdays, Sundays and Holidays.
- (5) Time and one-half the hourly rate after 8 hours per day and for all hours on Saturdays. Double the hourly rate for all hours on Sundays and Holidays.
- (6) Time and one-half the hourly rate after 7 hours per day on new work, and 8 hours per day on old re-roofing work. Time and one-half for all hours of work on Saturdays, Sundays and Holidays.
- (7) Time and one-half the hourly rate over 8 hours per day and for all hours on Saturday. Double the hourly rate for all hours on Sundays and Holidays. Benefits on overtime hours are paid at time and one-half. If 32 hours or less are worked due to weather conditions during the week, Saturday hours (up to a total of 40 hours per week) may be paid at straight time. Time and one-half would then be paid after 40 hours on Saturday. Four 10 hour days may be worked, and the fifth day may be used as a make-up day for hours lost due to weather conditions. Straight time may be paid for hours up to forty.
- (8) Time and one-half including benefits for the hours worked from the end of the 8 hour workday until Midnight, Monday through Friday and for 8 hours worked on Saturday. All other work performed outside the regular scheduled working hours and work on Sundays and Holidays shall be paid for at double the straight time rate of pay including benefits.

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- (9) Time and one-half the hourly rate after 8 hours per day and 40 hours per week. Double the hourly rate on Sundays and Holidays. In the event work is lost due to weather or job conditions, work may be accomplished on Saturday and Sunday at the regular straight time rate to make up for the lost time.
- (10) Double the hourly rate, including benefits, for all hours worked in excess of 7 a day and for all hours on Saturdays, Sundays and Holidays.
- (11) Double the hourly rate, including benefits, for all hours worked in excess of 8 a day and for all hours on Saturdays, Sundays and Holidays.
- (12) Time and one-half the hourly rate for all hours worked in excess of 7 a day, and double the rate for all hours on Saturdays, Sundays and Holidays. All fringe benefits on overtime shall be paid at one and one-half the fringe benefit rate. Whenever any of the other basic building trades work an 8th hour at straight time, employees in this craft will work the 8th hour at straight time.
- (13) Time and one-half the hourly rate including benefits for all hours over 8 in a day. Double time for all hours on Saturdays, Sundays and Holidays. Benefits on double time work are paid at time and one-half.
- (14) Time and one-half for the first 2 hours of overtime after 8 hours on Mondays through Fridays (except in Atlantic City where all overtime hours are double time.) Double time thereafter. Double time for all hours on Saturdays, Sundays and Holidays.
- (15) Time and one-half the hourly rate for all hours over 8 Monday through Friday. Double the hourly rate for all hours on Saturdays, Sundays and Holidays. Benefits are paid straight time for all hours worked per week.
- (16) Time and one-half the hourly rate for the 9th and 10th hours on Mondays through Fridays; double time thereafter. Time and one-half for the first 10 hours on Saturdays; double time thereafter. Double time for all hours on Sundays and Holidays.
- (17) Time and one-half the hourly rate for the 9th and 10th hours on Mondays through Fridays; double time thereafter. Time and one-half for the first 10 hours on Saturdays, double time thereafter. Double time on Sundays and Holidays. When overtime is worked, fringe benefits shall be double time or time and one-half, depending on the overtime rate.
- (18) Eight hour day, forty hour week (Monday through Sunday inclusive.) All work over eight (8) hours in any one day or all work over forty (40) hours in any one week shall be paid at the rate of time and one-half.
- (19) Time and one-half the hourly rate over 8 hours per day and 40 hours per week, and for all hours on Saturday. Double the hourly rate for all hours on Sundays and Holidays.
- (20) Time and one-half the hourly rate including benefits for all hours over 8 in a day, and for the first 8 hours on Saturday. Double the hourly rate including benefits for all other overtime. Double the hourly rate including benefits on Holidays.

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- (21) Time and one-half the hourly rate after 8 hours per day and all hours on Saturdays. Double the hourly rate for all hours on Sundays and Holidays. Saturday may be used as a make up day when an employee on his own accord fails to work on any day of the work week Monday through Friday. Then such employee, if he works on Saturday of the week during the week of the absence, shall be paid the straight time rate, provided that all time worked before and after the established 8 hour work day Monday through Saturday or more than 40 hours of straight time work per week shall be paid one and one-half time the wage rate. Workers may work 4 ten hour days, Monday through Thursday at straight time pay. Friday shall be used as a make up day for days lost due to inclement weather or for other mutually agreed reason. If Friday is not a make up day, all hours worked on Friday shall be paid at time and one-half.
- (22) Time and one-half the hourly rate after eight (8) hours per day and forty (40) hours per week. Time and one-half for hours worked on Saturdays. Double time for all hours worked on Sundays and Holidays. Whenever any other crafts are working overtime and are receiving double time for overtime, double time shall be paid.
- (23) Time and one-half the hourly rate for the 9th and 10th hours on Mondays through Fridays; double time thereafter. Time and one-half for the first 8 hours on Saturdays; double time thereafter. Double time on Sundays and Holidays.
- (24) Time and one-half the hourly rate for all overtime hours after 7 or 8 hours per day (at the option of the employer) and for all hours on Saturdays. Double the hourly rate for all hours on Sundays and Holidays.
- (25) Time and one-half the hourly rate including benefits after 7 hours per day and double the hourly rate including benefits for all hours on Saturdays, Sundays and Holidays.
- (26) Time and one-half the hourly rate including benefits after 8 hours per day. Double the hourly rate including benefits for all hours on Saturdays, Sundays and Holidays.
- (27) Time and one-half the hourly rate including benefits for the 9th and 10th hours on Monday through Friday, double time including benefits thereafter. Time and one-half the rate including benefits for the first 8 hours on Saturday. Double time including benefits thereafter. Double time including benefits for all hours on Sundays and Holidays.
- (28) The work day shall be 8 hours, or shall conform to the practice on the job site. Four days at ten hours a day may be worked at straight time. All hours in excess of the designated workday shall be considered overtime. All overtime except for Sundays and Holidays shall be at the rate of time and one-half. All hours on Sundays and Holidays shall be at double time.
- (29) Time and one-half the hourly rate including benefits for the first two hours of overtime after 8 hours per day, double time thereafter. Double time including benefits for all hours on Saturdays, Sundays and Holidays.
- (30) Time and one-half the hourly rate including benefits after 8 hours per day and Saturdays. Double the hourly rate including benefits for all hours on Sundays and Holidays.

OVERTIME RATE SCHEDULE FOR CRAFTS IN THE STATE OF NEW JERSEY

- (31) Time and one-half after eight hours for the first four hours of overtime including benefits on Mondays through Fridays, remaining time at double time. The first eight hours on Saturdays shall be at time and one-half including benefits, the remaining time at double time. Double time including benefits for all hours on Sundays and Holidays.
- (32) Time and one-half the hourly rate including benefits for all hours over 8 in a day. Double time for all hours on Saturdays, Sundays and Holidays. Benefits on double time work are paid at time and one-half.
- (33) Time and one-half the hourly rate for all hours over 8 per day and forty hours per week. Double the hourly rate on Sundays irrespective of the amount of hours worked during the week. If workers are given 24 hours notice Monday through Saturday, the first 2 hours of overtime after 8 hours may be paid at + 10% of the regular hourly pay rate. Sunday work may be paid at time and one-half the hourly rate provided at least two days notice is given.
- (34) Time and one-half the hourly rate for all hours over eight (8) on Mondays through Fridays, and for all hours on Saturdays. Double the hourly rate for all hours on Sundays. Triple the hourly rate for all hours on Holidays.
- (35) Time and one-half the hourly rate for all hours over eight (8) from Monday to Friday, and for all hours on Saturdays. Double the hourly rate for all hours on Sundays and observed Holidays, except Labor Day which is triple the hourly rate.
- (36) Time and one-half the hourly rate after 8 hours per day and Saturdays. Double the hourly rate on Sundays and Holidays. Workers may work 4 ten hour days, Monday through Thursday at straight time pay. Friday shall be used as a make up day for days lost due to inclement weather or for other mutually agreed reason. If Friday is not a make up day, all hours worked on Friday shall be paid at time and one-half.
- (37) Double the hourly rate for all hours over 7 per day, and for all hours on Saturdays and Sundays. Triple the hourly rate for all hours on Holidays.
- (38) Time and one-half the hourly rate for all hours over 8 per day, and for all hours on Saturdays and Sundays. Double time and one-half for all hours on Holidays.
- (39) Time and one-half the hourly rate over 8 hours per day and 40 hours per week. Double time on Sundays, and double time and one-half for all hours on Holidays.
- (40) Time and one-half the hourly rate after 8 hours per day Monday thru Friday, and time and one-half for all hours on Saturdays. Double time and one-half the rate of pay on Sundays, and double time on Holidays. Workers may work 4 ten hour days, Monday through Thursday at straight time pay. Friday shall be used as a make up day for days lost due to inclement weather or for other mutually agreed reason. If Friday is not a make up day, all hours worked on Friday shall be paid at time and one-half.
- (41) Time and one-half the hourly rate including fringe benefits for the first two (2) hours worked after 8 hours per day Monday through Friday, and time and one-half the hourly rate including fringe benefits for the first 10 hours on Saturday. All other hours of work, except for Holidays, shall be paid at double the rate including benefits. Double the hourly rate including benefits on Sundays and Holidays, and Triple the hourly rate including benefits on Labor Day, Christmas Day, New Year's Day and Easter Sunday.

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- (42) Time and one-half the hourly rate for the first two hours after 8 hours per day, double time thereafter. Time and one-half for the first 8 hours on Saturday, double time thereafter. Double time on Sundays and Holidays. Workers may work 4 ten hour days. When working 4 ten hour days, the first two hours after 10 hours per day are at time and one-half. The first 10 hours on the fifth day are at time and one-half. All other overtime hours are at double time. For weeks in which an employee switches from eight hour to ten hour work days or ten hour to eight hour work days, the overtime rate of time and one-half shall apply for work over forty hours. All other overtime shall be at double time including Sundays and Holidays.
- (43) Time and one-half the hourly rate including fringe benefits over 7 hours per day and on Saturdays. Double time including benefits on Sundays and Holidays. Whenever any of the other basic building trades work an 8th hour at straight time, employees in this craft will work the 8th hour at straight time.
- (44) Time and one-half the hourly rate after 8 hours Mondays through Fridays, and for all hours on Saturdays. Double the hourly rate for all hours on Sundays and Holidays. If any other craft employed by the same employer or subcontractor is receiving double time in lieu of the time and one-half, they shall receive the double time automatically.
- (45) Time and one-half the hourly rate including benefits for all overtime hours over 7 per day Mondays through Fridays. At the discretion of the employer, employees may work an 8 hour day. Double the hourly rate including benefits on Saturdays, Sundays and Holidays.
- (46) Eight hours shall constitute the regular work day. Any two hours of overtime per day, Monday through Friday, shall be at time and one-half including benefits. Any other overtime shall be at double time the rate including benefits. All work performed on Saturdays and Sundays shall be paid at double the rate including benefits. All work performed on Holidays by a Journeyman shall be at double time including benefits. Foreman working on a Holiday receive double time for hours worked plus 8 hours holiday pay including benefits.
- (47) Double the hourly rate for all hours over 7 in a day, and double the hourly rate for all hours on Saturdays, Sundays and Holidays. When the majority of workers on a project are working an 8 hour day, the workers of this craft may work an 8 hour day if agreed by the majority of workers.
- (48) Time and one-half the hourly rate including benefits after 8 hours per day and for all hours on Saturdays. Double the hourly rate including benefits for all hours on Sundays and Holidays. Workers may work 4 ten hours days, Monday through Thursday at straight time pay. Friday shall be used as a make-up day. If Friday is not a make-up day, all hours are at time and one-half the hourly rate including benefits.
- (49) Double the hourly rate for all hours over 8 in a day and over 40 in a week. Double the hourly rate on holidays. On heavy and highway and utility construction work, use overtime code (36).
- (50) Time and one-half the hourly rate over 8 hours per day and 40 hours per week. Time and one-half the rate for all hours on Saturday. Double the hourly rate on Sundays and Holidays. Whenever the majority of other crafts work a shorter workday, members of this craft will work the shorter day. During Daylight Savings Time, hours can be worked at 4 ten hour days at straight time. All time over 40 hours will be paid at the time and one-half rate.

OVERTIME RATE SCHEDULE FOR CRAFTS IN THE STATE OF NEW JERSEY

- (51) Time and one-half Monday through Fridays after 8 hours per day and for all hours on Saturdays including benefits; Sundays & Holidays shall be double time including benefits. In the event a Carpenter is working overtime with one of the following trades: Bricklayers & Allied Craftworkers, Locals No. 4 & 5; Northern New Jersey District Council of Ironworkers; Ironworkers Local No. 68; Operating Engineers Local No. 825; or New Jersey Building Laborers, who receive double time, then in that case the Carpenters shall also receive double time. Four (4) ten hour days may be worked, when mutually agreed. Monday through Thursday at straight time pay. Friday shall be used as a make-up day at straight time for days lost due to inclement weather or for other mutually agreed reasons. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half including benefits. In all other instances, five eight-hour days shall be worked Monday through Friday at straight time pay.
- (52) Time and one-half the hourly rate including benefits over 8 hours per day Monday through Friday and over 40 hours per week. Time and one-half the hourly rate for all hours on Saturdays, Sundays and Holidays. If work is held up because of weather, holidays (excluding Labor Day), or other unavoidable delay, employees may work up to 8 hours on Saturday, at the regular rate to make up and complete a 40 hour week.
- (53) The first two hours of overtime after 8 hours per day, Monday through Friday shall be at the double time rate. All other overtime after the first two hours, and all hours on Saturdays shall be at time and one-half. Double time for all hours on Sundays and Holidays. Saturday may be a make-up day due to weather conditions, and straight time may be paid up to 8 hours. All other hours over 8 shall be at the applicable overtime rate. If any of the following trades receive a more beneficial overtime rate, the Bricklayers will be paid the higher overtime rate: Carpenters, Laborers, Ironworkers, and Operating Engineers.
- (54) The first hour of overtime after 8 hours per day, Monday through Friday shall be at the double time rate. All other overtime after the first hour, and all hours on Saturdays shall be at time and one-half. Double time for all hours on Sundays and Holidays. Saturday may be a make-up day due to weather conditions, and straight time may be paid up to 8 hours. All other hours over 8 shall be at the applicable overtime rate. If any of the following trades receive a more beneficial overtime rate, the Bricklayers will be paid the higher overtime rate: Carpenters, Laborers, Ironworkers, and Operating Engineers.
- (55) All time worked before and after the established 8 hour day, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half. All hours worked on Sundays and Holidays shall be paid at the double time rate. Saturday may be a make-up day due to weather conditions, and straight time may be paid up to 8 hours. All other hours over 8 shall be at the applicable overtime rate. If any of the following trades receive a more beneficial overtime rate, the Bricklayers will be paid the higher overtime rate: Carpenters, Laborers, Ironworkers, and Operating Engineers.
- (56) The standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time, unless the Local Collective Bargaining Agreement allows for four (4) ten (10) hour days in which case the overtime and the shift requirements for theis will be locally agreed to with a copy of such agreement filed with the appropriate signatures in the Brotherhood offices.



**STATE OF NEW JERSEY
DEPARTMENT OF LABOR
DIVISION OF WORKPLACE STANDARDS**

Christine Todd Whitman
Governor

**PO Box 389
Trenton, New Jersey 08625-0389**

Mel Gelade
Commissioner

November 12, 1997

LISTED CONTRACTORS AND SUBCONTRACTORS

PURSUANT TO N.J.S.A. 34:11-56.37 AND 34:11-56.38 – PREVAILING WAGE ACT

NO PUBLIC WORKS CONTRACT MAY BE AWARDED TO ANY OF THE FOLLOWING CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IN WHICH THEY HAVE AN INTEREST UNTIL THE EXPIRATION DATE GIVEN.

<u>CONTRACTOR AND SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE:</u>
A&M ELEVATOR CO., INC.	331 MAIN ST., BELLEVILLE, NJ 07109	07-21-98
MICHAEL WILSON, PRESIDENT	36 HOPPER AVE., WESTWOOD, NJ 07675	07-21-98
A&S SERVICE CO., INC.	91 E. SOMERSET ST., RARITAN, NJ 08869	05-14-99
GEORGE R. SHEATS, PRESIDENT	11 E. SPRING ST. SOMERVILLE, NJ 08876	05-14-99
ANTHONY L. TRILONE, V.P.	25 FEATHERBED LN., STOCKTON, NJ 08859	05-14-99
AIR TECH SERVICES, INC.	2121 RT 33, HAMILTON TWP., NJ 08619	12-05-99
JOSEPH DINATALE, V.P.	2121 RT 33, HAMILTON TWP., NJ 08619	12-05-99
ALL SERVICES ELEVATOR INDUSTRIES CORPORATION	462 CENTRAL AVE., JERSEY CITY, NJ 07307	04-26-99
RALPH OTIS, PRES. & V.P.	462 CENTRAL AVE., JERSEY CITY, NJ 07307	04-26-99
ALLIED MECHANICAL CONTRACTORS INC.	36 LONGPOINT DR., BRICK, NJ 08723	09-02-00
E.J. GRAEF, DIRECTOR	36 LONGPOINT DR., BRICK, NJ 08723	09-02-00
ALL-PRO ELECTRIC, INC.	233 DEERFIELD RD., ELMER, NJ 08318	09-14-98
WAYNE S. MILLER, PRESIDENT	233 DEERFIELD RD., ELMER, NJ 08318	09-14-98
RITA A. MILLER, V.P., SEC/TREAS.	233 DEERFIELD RD., ELMER, NJ 08318	09-14-98
AMERICAN ELECTRICAL CONTRACTORS, INC.	PO BOX 8170, SADDLE BROOK, NJ 07662	07-01-99
RAEES BOOTER, PRESIDENT	PO BOX 8170, SADDLE BROOK, NJ 07662	07-01-99
AMERICAN PIPE LINING, INC.	SUITE 1, 5780 CHESAPEAKE CT. SAN DIEGO, CA. 92123	02-10-98
STEVE MORI, PRESIDENT	SUITE 1, 5780 CHESAPEAKE CT. SAN DIEGO, CA. 92123	02-10-98
ANTONI POLSKI T/A P A MASON CO.	42 GLENN DR., KEASBY, NJ 08832	12-30-99
APEX M&M SYSTEMS, INC.	590 LLOYD RD., ABERDEEN, NJ 07747	09-08-98
EDUARDO LABOY, PRESIDENT	590 LLOYD RD., ABERDEEN, NJ 07747	09-08-98

APPLIED WATERPROOFING AND RESTORATION INC. MICHAEL A. SYLVESTER, PRESIDENT	70 LUDDINGTON RD., WEST ORANGE, NJ 07502	07-09-00
ARASA INC., T/A RAPID-AIR SYSTEMS CECILIA WALSH, PRESIDENT	3 WOLLEY AVE., LONG BRANCH, NJ 07740 590 OCEAN BLVD., LONG BRANCH, NJ 07740	05-29-99 05-29-99
ARLENE CONSTRUCTION CO., INC. VINCENT A. BAIARDI, PRESIDENT	PO BX 737, CLARK, NJ 07066 1441 RARITAN RD., CLARK, NJ 07066	01-03-98 01-03-98
ARROW PAVING CO. ROBERT STEVENS, OWNER	2120 HWY 37 E., TOMS RIVER, NJ 08753 2120 HWY 37 E., TOMS RIVER, NJ 08753	09-11-00 09-11-00
ASSOCIATED ROOFING & SHEETMETAL INC RICHARD J. GREELY, JR., PRES.	1087 PROSPECT AVE. MOUNTAINVIEW NJ 07092 1087 PROSPECT AVE. MOUNTAINVIEW NJ 07092	11-05-00 11-05-00
BARNEY BRESNAHAN T/A BARNEY BRESNAHAN CO.	1600 RT 71, APT 3, BELMAR, NJ 07719	03-07-00
BELLE MEAD WALL SYSTEMS INC., JAMES J. JANKOWICZ, PRESIDENT EVE JANKOWICZ, DIRECTOR	140 MOUNTAINVIEW RD. BELLE MEAD NJ 08502 44 MOUNTAINVIEW RD. BELLE MEAD NJ 08502 44 MOUNTAINVIEW RD. BELLE MEAD NJ 08502	07-01-99 07-01-99 07-01-99
BIG MOUNTAIN CONTRACTING CO. DEBORAH PETERS, OWNER GEORGE W. PETERS, OWNER	RD 1 BX. 134-B, BEECH CREEK, PA 16822 RD 1 BX. 134-B, BEECH CREEK, PA 16822 RD 1 BX. 134-B, BEECH CREEK, PA 16822	05-14-99 05-14-99 05-14-99
BOTT ELECTRICAL CONTRACTORS, INC. KEITH J. BOTT, PRESIDENT GAIL C. BOTT, SEC/TREAS	9 WOODLAND AVE., MEDFORD, NJ 08055 9 WOODLAND AVE., MEDFORD, NJ 08055 9 WOODLAND AVE., MEDFORD, NJ 08055	02-27-98 02-27-98 02-27-98
BRAZDON LANDSCAPING & IRRIGATION INC. JOSEPH BRAZEDON JR., PRESIDENT	115 HADDON AVE., WEST BERLIN, NJ 08091 115 HADDON AVE., WEST BERLIN, NJ 08091	09-02-00 09-02-00
BUSHWOOD ENTERPRISES, INC. ANTHONY P. BACZEWSKI, PRES. HAROLD GOODMAN, V.P.	27 MONMOUTH ST., RED BANK, NJ 07701 207 HOLLAND RD., HOLMDEL, NJ 07733 27 MONMOUTH ST., RED BANK, NJ 07701	08-19-99 08-19-99 08-19-99
CAPITAL CABLING INC. LAWRENCE STAMPER, PRESIDENT	9123 BEL AIR RD. BALTIMORE, MD 21236 9123 BEL AIR RD. BALTIMORE, MD 21236	12-30-99 12-30-99
CASTLE ABATEMENT CORP. JAMES JOSEPH JAMES, PRESIDENT	620 RAMSEY AVE., HILLSIDE, NJ 07205 620 RAMSEY AVE., HILLSIDE, NJ 07205	03-04-00 03-04-00
CILA PAINTING CONTRACTORS DONALD CILA, PRESIDENT	4 TAYLORTOWN RD., MONTVILLE, NJ 07045 4 TAYLORTOWN RD., MONTVILLE, NJ 07045	07-17-98 07-17-98
CLARVIS SOANES T/A SCOT'S CONSTRUCTION & WELDING	525 SMITH COURT, CLIFFWOOD, NJ 07721	03-07-00
COLOR PAINTING CONTRACTORS INC. RUDOLFO BRAMBAUER, PRESIDENT	124 16 TH ST., NEWARK, NJ 07103 68 KIRK ST., WEST ORANGE, NJ 07052	09-15-00 09-15-00
COMMERCIAL WINDOW INSTALLATION INC KATHLEEN O'ROARK, PRESIDENT	539 PEMBROOKE CT. MILLERSVILLE MD 21108 539 PEMBROOKE CT. MILLERSVILLE MD 21108	05-28-99 05-28-99
CONSOAR CORPORATION HERMAN P. CONNOR, PRESIDENT MARY SOARES, SECRETARY	49 CEDAR AVE PO BX 161 MONTCLAIR NJ 07042 49 CEDAR AVE PO BX 161 MONTCLAIR NJ 07042 49 CEDAR AVE PO BX 161 MONTCLAIR NJ 07042	07-01-99 07-01-99 07-01-99

COOPER CONSTRUCTION & MGMT. INC.	699 CROSS ST. SUITE 3LAKEWOOD NJ 08701	06-03-99
ROSS L. COOPER, PRESIDENT	275 CHERRY QUAY RD., BRICK, NJ 08723	06-03-99
DANIEL LOBOUE T/A	283 FAIRVIEW AVE., PARAMUS, NJ 07652	12-15-97
DANIEL LABOUE ASSOCIATES		
DAVID G. ARMSTRONG	200 CHAPEL RD, LISBON NY 13658	12-13-99
DEDICATED ASSOCIATES INC.	54 WESTLEY RD., OLD BRIDGE, NJ 08857	12-30-99
ANTHONY HENRY, PRESIDENT	54 WESTLEY RD., OLD BRIDGE, NJ 08857	12-30-99
DEL SOL DEVELOPING, INC.	160 LAFAYETTE ST., JERSEY CITY, NJ 07304	11-16-97
MOL SHARF, PRESIDENT	281 HARMON AVE., FT. LEE, NJ 07024	11-16-97
PNINA SHARF, V.P.	281 HARMON AVE., FT. LEE, NJ 07024	11-16-97
PHILIP CASAS, CORP. OFFICER	160 LAFAYETTE ST., JERSEY CITY, NJ 07304	11-16-97
JOSE ALVA, CORP. OFFICER	160 LAFAYETTE ST., JERSEY CITY, NJ 07304	11-16-97
DEL-VAL CONSTRUCTION	321 CATTELL AVE., COLLINGSWOOD, NJ 08107	09-30-00
ROBERT MOSER, PRESIDENT	321 CATTELL AVE., COLLINGSWOOD, NJ 08107	09-30-00
LARRY MOSER, V.P.	321 CATTELL AVE., COLLINGSWOOD, NJ 08107	09-30-00
DESIGN ELECTRIC	PO BOX 157, COLTS NECK, NJ 07724	09-30-00
ROBERT KRELK, PRESIDENT	2 SARATOGA CT., COLTS NECK, NJ 07724	09-30-00
DESIGN LOC INC.	626 WOODLAND AVE., SPRING LAKE, NJ 07762	03-12-99
MATI RAND, PRESIDENT	626 WOODLAND AVE., SPRING LAKE, NJ 07762	03-12-99
DIAMOND CARPENTRY CORP.	3835 RICHMOND AVE., STATEN IS., NY 10312	01-24-00
ANGELA MARIGLIANE, PRES.	3835 RICHMOND AVE., STATEN IS., NY 10312	01-24-00
DOUGLAS A. BELL T/A	110 NOTTINGHAM WAY, WILLINGBORO, NJ 08046	10-30-99
DEELUX PAINTING CO		
E D I ELECTRIC INC.	122 TRENTON CIR., FAIRLESS HILLS, PA 19030	09-18-99
LISA M. CAHILL, PRESIDENT	122 TRENTON CIR., FAIRLESS HILLS, PA 19030	09-18-99
EARL SMITH JR. T/A BIG EARL	386 MILLSTONE RD., PO BOX 718	10-17-98
MASONRY	CLARKSBURG, NJ 08501	
FAR HILLS CONSTRUCTION	PO BOX 5055, CLINTON, NJ 08809	09-08-98
TECHNOLOGIES INC.		
ROBERT B. COMERFORD, PRESIDENT	PO BOX 5055, CLINTON, NJ 08809	09-08-98
FOUR C'S ELECTRICAL CONST. CO. INC	225 S. BLACK HORSE PK., BLACKWOOD, NJ 08012	12-14-97
THOMAS CZAJOWSKI JR. PRESIDENT	13 NASHUA DR., SICKLIRVILLE, NJ 08081	12-14-97
JOAN CZAJOWSKI, V.P.	509 CECILIA DR. BLACKWOOD, NJ 08012	12-14-97
DIANE FAUSER, SEC.	330 PELLINORE CT. MANTUA, NJ 08051	12-14-97
THOMAS CZAJOWSKI SR. TREAS.	509 CECILIA DR., BLACKWOOD, NJ 08012	12-14-97
FRANK PIACENTINI	908 HIGHLAND AVE., PALMYRA NJ 08065	10-17-99
T/A IMPACT HEATING & AIR CONDITIONING		
FRANK W. REALE & SON PLUMBING	222 KOSSUTH ST., RIVERSIDE NJ 08075	09-30-00
FRANK W. REALE, OWNER	222 KOSSUTH ST., RIVERSIDE NJ 08075	09-30-00
FRESH MEADOWS PAINTING CORP.	30-05 VERNON BOULEVARD, LONG ISLAND, NY 11102	11-15-97
GEORGE KOKKINAKIS, PRESIDENT	61-13 170 TH ST., FRESH MEADOWS, NY 11365	11-15-97
LOUKAS PAPADOPOULOS, SECRETARY	67-28 181 ST ST., FRESH MEADOWS, NY 11365	11-15-97

PASCUAL RODRIGUEZ, PRESIDENT	2024 NEW YORK AVE., UNION CITY, NJ 07087	01-13-98
ARACELIO GONZALEZ, SECRETARY	900 79 TH ST., NORTH BERGEN, NJ 07047	01-13-98
GARDEN STATE ENVIRONMENTAL DRILLING	PO BOX 145, WHITING, NJ 08759	10-28-00
PAUL ELIA, PRESIDENT	1960 BALTIMORE AVE., WHITING, NJ 08759	10-28-00
CLAUDE BRITTON, PRESIDENT	126 CALDWELL AVE., FORKED RIVER, NJ 08731	10-28-00
H&M FIRE PROTECTION	2335 BROOKFIELD ST., VINELAND, NJ 08360	10-27-00
CARL BOSTROM, PRESIDENT	2335 BROOKFIELD ST., VINELAND, NJ 08360	12-27-00
HILDA BOSTROM, SEC./TREAS.	2335 BROOKFIELD ST., VINELAND, NJ 08360	10-27-00
HARRY RICH AFFILIATES INC.	565 RAHWAY AVE., UNION, NJ 07083	02-26-00
PATRICK SORICELLO, PRESIDENT	565 RAHWAY AVE., UNION, NJ 07083	02-26-00
PETER ANTONUCCI, V.P.	565 RAHWAY AVE., UNION, NJ 07083	02-26-00
JOSEPH V. DECHIARO, SEC./TREAS.	565 RAHWAY AVE., UNION, NJ 07083	02-26-00
IOVINO ELECTRICAL CONTRACTING CO. INC.	365 FAIRVIEW AVE., FAIRVIEW, NJ 07022	11-30-98
LOUIS IOVINO, PRESIDENT	185 HAMILTON AVE., FAIRVIEW, NJ 07022	11-30-98
JACK VOIT T/A CUSTOM STONE & STUCCO	17 ISLAND RD., MONROEVILLE, NJ 08343	10-30-99
JACKSON CONSTRUCTION CO., INC.	276 WHITESVILLE RD., JACKSON, NJ 08527	08-24-98
CRAIG E. ADAMS, PRESIDENT	276 WHITESVILLE RD., JACKSON, NJ 08527	08-24-98
PATRICIA ADAMS, SECRETARY	276 WHITESVILLE RD., JACKSON, NJ 08527	08-24-98
JAMES N. BOSLEY CONTRACTING	120 WEST AVE, ATLANTIC HIGHLANDS NJ 07716	10-30-00
JAMES N. BOSLEY, OWNER	120 WEST AVE, ATLANTIC HIGHLANDS NJ 07716	10-30-00
JOSEPH CICCONE AND SONS INC.	5290 W. COPLEY RD., WHITEHALL, PA 18052	04-01-00
STEVEN KOLBE, PRESIDENT	5290 W. COPLEY RD., WHITEHALL, PA 18052	04-01-00
L&M CONSTRUCTION SERVICES, INC.	PO BX 813, BELLMAWR, NJ 08099	04-12-99
MICHAEL FAHY, PRESIDENT	146 LOGAN AVE. AUDUBON, NJ 08106	04-12-99
J LAZEWSKI EXCAVATING CO INC	74 FREEHOLD RD., ENGLISHTOWN, NJ 07726	11-18-97
JOSEPH LAZEWSKI, PRESIDENT	74 FREEHOLD RD., ENGLISHTOWN, NJ 07726	11-18-97
LIVARDO CONTRACTORS	359 E. 1 ST ST., CLIFTON, NJ 07011	01-03-99
PHILIP LIVARDO, PARTNER	359 E. 1 ST ST., CLIFTON, NJ 07011	01-03-99
STEVEN LIVARDO, PARTNER	359 E. 1 ST ST., CLIFTON, NJ 07011	01-03-99
MARK CHRISTIANA	1036 OLD FOUNDRY RD., NEWTON, NJ 07860	12-05-99
MERSIMI CONSTRUCTION	75 NEWARK POMPTON TPK #1, WAYNE, NJ 07470	09-06-99
FEMI MERSIMI, OWNER	75 NEWARK POMPTON TPK #1, WAYNE, NJ 07470	09-06-99
MICHAEL GUYET T/A GUYET BUILDERS CO	64 ROGERS AVE., MANASQUAN, NJ 08736	05-15-99
MICHAEL J. HINCHLIFFE T/A	1471 KEARSLEY RD., ERIAL, NJ 08081	03-04-00
MJ HEAT & AIR CONDITIONING		
MID-JERSEY FIRE PROTECTION, INC	28 HOWARD ST., PISCATAWAY, 08854	04-04-98
GEORGE FEATHERMAN, PRESIDENT	28 HOWARD ST., PISCATAWAY, 08854	04-04-98
MIRLA BUILDERS, INC.	841 ERCAMA ST., LINDEN, NJ, 07036	10-17-99
STEPHEN MIRANDO, PRESIDENT	841 ERCAMA ST., LINDEN, NJ 07036	10-17-99
WILLIAM LAMORTE, V.P.	841 ERCAMA ST., LINDEN, NJ 07036	10-17-99
N&A MASONS CO.	2307 4 TH AVE., TOMS RIVER, NJ 08753	09-06-99
NATHAN AMICO, OWNER	2307 4 TH AVE., TOMS RIVER, NJ 08753	09-06-99

NORDIC ELECTRIC, INC.	624 LEESVILLE AVE., RAHWAY, NJ 07065	01-11-99
PER NUTH, PRESIDENT	624 LEESVILLE AVE., RAHWAY, NJ 07065	01-11-99
NORMA COTTINGHAM T/A L&M PAINTING	725 DORBETT PL., PLAINFIELD, NJ 07060	09-15-98
NORTH SYRACUSE CONST., CO., INC.	PO BOX 11, N. SYRACUSE, NY 13212	01-03-99
RICHARD L. MONK, PRESIDENT	PO BOX 62, SPRAKERS, NY 12166	01-03-99
JEFFREY T. HARVEY, V.P.	87 WINCHESTER DR., LIVERPOOL, NY 13088	01-03-99
EUGENE P. HARVEY, V.P.	4767 GRANGE RD., CLAY, NY 13041	01-03-99
PAYNTER CONSTRUCTION INC.	249 GREENWICH AVE., PAULSBORO, NJ 08066	03-07-99
LAWRENCE PAYNTER, PRESIDENT	249 GREENWICH AVE., PAULSBORO, NJ 08066	03-07-99
PCM CONSTRUCTION CORP.	1358 HOOPER AVE., SUITE #269, TOMS RIVER, NJ 08753	02-09-99
PETER C. MURRAY, PRESIDENT	1252 RAIDER WAY, TOMS RIVER, NJ 08753	02-09-99
BERNADETTE MURRAY, SECRETARY	1252 RAIDER WAY, TOMS RIVER, NJ 08753	02-09-99
PETRO ENVIRONMENTAL SERVICES INC.	630C LOWTHER RD., LOWTHER, PA 17339-9525	12-06-98
PIP'S ROOFING, SIDING, & PAVING CO.	1083 S. MAIN ST., PHILLIPSBURG, NJ 08865	02-22-98
JOSEPH J. PIPERATO, PARTNER	3153 HODLE AVE., EASTON, PA 18042	02-22-98
JAMES J. PIPERATO, PARTNER	862 W. CENTRAL AVE., ALPHA, NJ 08865	02-22-98
QUIGLEY ELECTRIC INC.	4604 SCHOONER AVE., BRIGANTINE, NJ 08203	03-15-99
MARIA P. QUIGLEY, PRESIDENT	4604 SCHOONER AVE., BRIGANTINE, NJ 08203	03-15-99
RAM CONTRACTING INC.	438 BENNETTS MILLS RD, JACKSON, NJ 08527	05-25-98
MILES BRUECKNER, PRESIDENT	12 BOCK BLVD., HOWELL, NJ 07731	05-25-98
ROBERT MASELLA, V.P.	438 BENNETTS MILLS RD, JACKSON, NJ 08527	05-25-98
RESOURCE CONSERVATION CORP.	195 HILLTOP CT., POMPTON LAKES, NJ 07442	10-10-98
DANIEL L TARRATS, PRESIDENT	195 HILLTOP CT., POMPTON LAKES, NJ 07442	10-10-98
COLLEEN TARRATS, SEC./TREAS.	195 HILLTOP CT., POMPTON LAKES, NJ 07442	10-10-98
ERNEST C. MUELLER, DIRECTOR	799 FRANKLIN AVE, FRANKLIN LAKES, NJ 07417	10-10-98
DONALD ADKINS, V.P.	799 FRANKLIN AVE, FRANKLIN LAKES, NJ 07417	10-10-98
RUSSELL KONDAS T/A DIAMOND DRYWALL	105 NEWPORT RD., SICKLERVILLE, NJ 08081	11-13-99
SALVATORE CERAMI T/A CERAMI BRICKWORK	701 WOODCHUCK LN., TOMS RIVER, NJ 08753	02-26-99
SAN-TEMP INC.	13 MARIANA LN., OCEAN CITY, NJ 08226	01-11-98
G. THOMAS AMBROSE, PRESIDENT	13 MARIANA LN., OCEAN CITY, NJ 08226	01-11-98
VIRGINIA AMBROSE, SECRETARY	13 MARIANA LN., OCEAN CITY, NJ 08226	01-11-98
PAUL J. AMBROSE, SECRETARY	13 MARIANA LN., OCEAN CITY, NJ 08226	01-11-98
CHARLES HUNTER, V.P.	13 MARIANA LN., OCEAN CITY, NJ 08226	01-11-98
SCENIC CREATIONS, INC.	PO BOX 484, CRANBURY, NJ 08512	04-17-00
STANLEY E. RUTKOWSKI, PRESIDENT	PO BOX 484, CRANBURY, NJ 08512	04-17-00
SCOTT ROWE T/A QUALITY MASONRY	2 JACKSON ST., FREEHOLD, NJ 07728	02-26-00
SDS INTERNATIONAL BUILDERS, INC.	55 TEAK RD., WAYNE, NJ 07470	12-05-99
DRAGISA SOLDATOVIC, PRESIDENT	55 TEAK RD., WAYNE, NJ 07470	12-05-99
SHAN ELECTRIC INC.	5 COLTON CT., BAYVILLE, NJ 08721	11-12-99
STEVEN SHAN, PRESIDENT	5 COLTON CT., BAYVILLE, NJ 08721	11-12-99
SHORE POINTS MASONRY	1766 NEW HAMPSHIRE AVE, TOMS RIVER, NJ 08755	01-05-98
RICHARD BROWN, OWNER	31 FLINTLOCK DR., HOWELL, NJ 07731	01-05-98

STEFAN BARYLSKI T/A STEVE'S PAINTING CO.	940 MEREDITH AVE., ELIZABETH, NJ 07206	11-18-97
STRINGFELLOW-HUBBELL CONST. CO. INC	PO BX 342, LUMBERTON, NJ 08048	08-20-99
MASON STRINGFELLOW, PRESIDENT	PO BX 342, LUMBERTON, NJ 08048	08-20-99
RAY HUBBELL, V.P.	31 N. MAPLE AVE., #503, MARLTON, NJ 08053	08-20-99
SYLVESTER THOMPSON & SONS, INC.	625 HAVEN ST., OCEAN CITY, NJ 08226	02-16-99
SYLVESTER THOMPSON JR. PRESIDENT	710 MAPLE CT., PLEASANTVILLE, NJ 08232	02-16-99
WAYNE THOMPSON JR. TREAS.	737 SIMPSON AVE., OCEAN CITY, NJ 08226	02-16-99
SYSTEM INSTALLERS INC.	8 BEECHWOOD DR., VERONA, NJ 07044	11-25-99
DANIEL KELLY, PRESIDENT	8 BEECHWOOD DR., VERONA, NJ 07044	11-25-99
MARY JEAN KELLY, SECRETARY	8 BEECHWOOD DR., VERONA, NJ 07044	
TANK MAINT. & TECHNOLOGY, INC.	909 US RT. 130 S., CINNAMINSON, NJ 08077	05-25-98
JON-MICHAEL GENDRON, PRESIDENT	12 HOLIDAY LN., WILLINGBORO, NJ 08046	05-25-98
TED GENDRON, V.P.	909 US RT. 130 S., CINNAMINSON, NJ 08077	05-25-98
WALLACE G. FORD, SEC./TREAS.	699 GROVE RD., THOROFARE, NJ 08086	05-25-98
TELECONNECT SERVICES, INC.	67 CRESCENT ST., PENDELL, PA 19047	10-27-00
FRAN FISHER, PRESIDENT	67 CRESCENT ST., PENDELL, PA 19047	
TIMOTHY MILLER T/A MILLER CONSTRUCTION	4 COLUMBIA AVE., NEWFIELD NJ 08344	11-25-99
TOM FIOR T/A D T FIOR BUILDERS CO.	250 FOREST DR., TURNERSVILLE, NJ 08012	03-07-00
UNDERLAWN IRRIGATION CO.	101 E. MAIN ST., #11, LITTLE FALLS, NJ 07424	09-03-00
DAVID BROCKER, PRESIDENT	101 E. MAIN ST., #11, LITTLE FALLS, NJ 07424	09-03-00
V&V CREATIVE STUCCO INC.	PO BOX 186, 30 CHASE ST. NUTLEY, NJ 07110	08-19-99
VINCENZO SICILIANO, PRESIDENT	PO BOX 186, 30 CHASE ST. NUTLEY, NJ 07110	08-19-99
VIC SU LEASING COMPANY, INC.	6 KENNETH CT., JAMESBURG, NJ 08831	01-17-98
SUZANNE JARRELL, PRESIDENT	6 KENNETH CT., JAMESBURG, NJ 08831	01-17-98
SUSAN JARRELL, SEC./TREAS.	6 KENNETH CT., JAMESBURG, NJ 08831	01-17-98
VMR COSMO INC.	35 BEAVERSON BLVD., BRICK, NJ 08723	11-30-98
VICTOR M. ROSE, PRESIDENT	34 LAGOON DR., TOMS RIVER, NJ 08753	11-30-98
VICTORIA ROSE, V.P.	34 LAGOON DR., TOMS RIVER, NJ 08753	11-30-98
W&R ELECTRICAL CONTRACTORS INC.	54 AMHERST ST., EAST ORANGE, NJ 07019	08-20-99
BRENDA F. CLEGG, PRESIDENT	53 LINDEN AVE., IRVINGTON, NJ 07111	08-20-99
RONNIE HERBERT GRAY, V.P.	154 AMHERST ST., EAST ORANGE, NJ 07019	08-20-99
RHONDA W. GRAY, SEC.	93 N. 15 TH ST., EAST ORANGE, NJ 07018	08-20-99
W.M. BAHR LANDSCAPING CONT. INC.	334 GLENMERE AVE., NEPTUNE, NJ 07753	10-28-99
WILLIAM H. BAHR, PRESIDENT	334 GLENMERE AVE., NEPTUNE, NJ 07753	10-28-99
WESTSIDE BROTHERS, INC.	13-15 OLEAN AVE., JERSEY CITY, NJ 07304	11-15-97
LONGFORD I. DANIEL, PRESIDENT	529 BERGEN AVE., #A84, JERSEY CITY, NJ	11-15-97
WILKERSON ELECTRICAL SERVICES	511 ROLLING PEAKS WAY, SCOTCH PLAINS, NJ 07076	10-29-00
NATHAN WILKERSON, PRESIDENT	511 ROLLING PEAKS WAY, SCOTCH PLAINS, NJ 07076	10-29-00
WILLIE WILKERSON, V.P.	511 ROLLING PEAKS WAY, SCOTCH PLAINS, NJ 07076	10-29-00

WILLIAM KEATON T/A
JOHNSON WELDING SVC.

23 GARFIELD AVE., TRENTON NJ 08609 10-02-99

WORLD WIND PIPING, INC.
BRUCE LEWIS, PRESIDENT

322 W. PROSPECT AVE., KEYPORT, NJ 07735 10-02-99
322 W. PROSPECT AVE., KEYPORT, NJ 07735 10-02-99

