



Asbury Park Housing Authority
HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY

New Trash Chutes & Access Panels
at Various Locations
Asbury Park, NJ 07712

BIDs are due by January 14, 2026 @ 11:00am

ASBURY PARK HOUSING AUTHORITY | 1000 ½ THIRD AVENUE ASBURY PARK, NJ 07712



NOTICE TO BIDDERS

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., sealed bids will be received by the Asbury Park Housing Authority (the Authority) on **January 14th, 2026, at 11:00A.M.** prevailing time in the Asbury Park Housing Authority's Conference Room, 1000 ½ Third Avenue, Asbury Park, NJ 07712. Electronic bids will also be received by the Authority at which time and place bids will be opened and read in public for:

**New Trash Chutes & Access Panels
at
Various Locations
Asbury Park, NJ 07712**

Bidders and the public may attend the bid opening. During the BID opening process, the bidders will be announced as well as bid amounts.

Bid responses must be made on the standard proposal forms, unless otherwise indicated. Physical copies must be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME**" on the outside, and addressed to Mickey Febles, at the address above.

Any Bid Addenda will be issued to any bidders who have picked up a BID package.

The information for the Bidders, Form of Bid, and Specifications may be reviewed, obtained and submitted, at no cost, via:

1. Visiting our website at www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate BID.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority
1000 ½ Third Avenue
Asbury Park, NJ 07712

A non-mandatory pre-bid site visit is scheduled for January 6th, 2026 @ 11:00am. Vendors should confirm their intent to attend by calling Ed McDonald, Director of Maintenance, at 732.774.2660 (Ext. 303) or via email to emcdonald@aphanj.org.

All questions shall be in written form of Request for information & emailed to MVMK Architecture attention Anthony Vandermark - anthonyvandermark@mvmkarchitecture.com. Request for information shall be sent no later than **January 7th, 2026 – 6:00pm.**

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: December 22, 2026


Shemea Daniels, Executive Director
Asbury Park Housing Authority



ASBURY PARK HOUSING AUTHORITY GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

A. Sealed bids shall be received by the Asbury Park Housing Authority ("Authority") in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

B. Each bid shall be submitted on the proposal form attached, in a) sealed envelope or b) electronic submission.

- (1) Addressed to Mickey Febles
- (2) Bearing the name and address of the bidder on the outside
- (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- (4) Visiting our website at www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate RFP.

C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on or before the hour and at the place designated. Bids may be hand delivered or mailed. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.

D. The Authority reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

E. Sealed bids forwarded before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.



G. Multiple Bids Not Accepted

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

H. Official Request for Bid packages are available from at the office of 1000 ½ Third Avenue, Asbury Park, NJ 07712 and via the Authority website at www.aphanj.org at no cost to the prospective bidders. All addenda will be forwarded to any bidder who has picked up a bid package.

I. Results of all bids will be read at the BID opening.

2. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. The Authority is exempt from any local, state or federal sales, use or excise tax and will not pay for New Jersey State Sales and Use Tax included in any invoices.

B. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided. Prices must be written in both words and figures, with the price written in words governing in the event of any inconsistency. In case of any error in extensions, the unit price shall be considered the bid.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Estimated Quantities (Open-End Contracts, Purchase as Needed) The Authority has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

E. Good and Services Contracts: Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the AUTHORITY. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw its bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. **BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.**

H. **Alternates.** Bidders must fill in its bid for the base contract scope of work, plus all alternates. The Authority reserves the right to award the bid to the lowest bid price for the base bid plus any alternates that are chosen in its sole discretion.

I.



3. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, with no price escalation.

4. INTERPRETATIONS AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Authority. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Authority of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to Cynthia Beniquez, referencing the Contract Name in the subject line, at **cbeniquez@aphanj.org**. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The Authority's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Authority shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package.

E. Discrepancies in Bids

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Authority of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and



submitted with the bid proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Authority reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.

D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

G. If awarded the contract or purchase order, the contractor agrees to comply with all applicable Occupational Safety and Health Administration code requirements.

6. METHOD OF CONTRACT AWARD

A. Award will be made the lowest responsible bidder. The authority reserves the right to accept or reject any or all bids, and to waive minor identified irregularities and technicalities if it is in its best interest to do so.

B. The authority reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

C. The Authority reserves the right to choose which alternates, if any, will become part of the Contract. The bid will be awarded based on the base bid plus any alternates chosen by the Authority.

D. The form of contract will be submitted by the Authority to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

7. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A. All bids may be rejected pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;



E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the AUTHORITY may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

8. CHALLENGE TO SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

9. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division).

12. OWNERSHIP DISCLOSURE—N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every stockholder, partner, or member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations.



Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

13. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the AUTHORITY is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

14. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS*

N.J.S.A. 52:32-55 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.

**P.L. 2022, c.3 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in Russia or Belarus, but this requirement is currently stayed pending litigation.*

15. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-3133532 or at www.elec.state.nj.us.

16. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

17. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Authority by notice to each party.

18. PAYMENT



Contractor shall submit a bill for all work completed during the preceding month. Payment will be made after a properly executed voucher has been received and formally approved on the voucher list at the Authority's regular meeting.

Retainage will be held in the amount of 2% of the amount due on each partial payment, in accordance with N.J.S.A. 40A:11-16.3.

Payments shall be made to Contractor in accordance with New Jersey's Prompt Payment Law, N.J.S.A. 2A:30A-1, et seq., and applicable terms of the Contract. In accordance with N.J.S.A. 40A:11-16.2, two percent (2%) retainage of the amount of due on each partial payment shall be withheld pending completion of the contract.

19. TRUTH IN CONTRACTING LAW

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

20. INSURANCE AND INDEMNIFICATION

20.1 **Indemnification** – If awarded the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting from the work, services or materials supplied under the contract or purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

20.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the work. The contractor shall carry sufficient insurance to protect it and the Authority from any property damage or bodily injury claims arising out of the performance of the work.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.

21. BID BOND AND CONSENT OF SURETY X Applicable Not Applicable

21.1 **Bid Bond.** The Bidder must submit a guaranty that it will enter into the Contract if awarded the bid as the lowest responsible bidder, in the form of a Bid Bond, substantially in the form in the amount of 10% of the bid, but not in excess of \$20,000, or, at the option of the bidder, by certified check or cashier's check drawn to the order of the Authority, in conformance with N.J.S.A. 18A:64A-25.16.



- 21.2 **Consent of Surety.** If required, upon submission, the successful Vendor must submit a certification by a surety duly qualified to engage in the surety business in the State of New Jersey, consenting to provide a separate performance bond and labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price, conditioned so as to indemnify the Owner against any loss due to the failure of the Contractor to meet its obligations under the awarded Contract, utilizing a form of Consent of Surety substantially in conformance with N.J.S.A. 18A:64A-25.16. Such Consent of Surety, where signed by an attorney-in-fact, shall have attached a copy of the Power of Attorney establishing the unqualified authority of the signer to sign such a commitment by the surety. Such surety shall meet all the requirements of N.J.S.A. 18A:64A-25.17(c).

The Consent of Surety must guarantee performance for any option to renew that may be exercised by the Authority.

22. PREVAILING WAGE RATES Applicable Not Applicable

Contractor shall be required to strictly comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. Contractor and each and every Subcontractor (regardless of tier) shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by it in connection with this Project. Records shall be preserved for a minimum of two (2) years from the date of final payment. All employees directly employed on this Project shall be paid the prevailing rate in this area for each type of work in compliance with the latest applicable determination of the New Jersey Department of Labor & Workforce Development. A copy of such wage-rate determination, if not included in the Bid Solicitation, can be obtained from the Authority. Contractor and all Subcontractors shall post the Prevailing Wage Rates for each craft and classification involved, as determined by the Commissioner of Labor & Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workers their wages.

**23. PUBLIC WORKS CONTRACTOR REGISTRATION
 Applicable Not Applicable**

1. The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, register with the Department of Labor and Workforce Development **prior** to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The Vendor and all named subcontractors in a RFP proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

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

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



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

24. Subcontractor Listing Requirement

IF APPLICABLE Bidders shall set forth the name of all Subcontractors to whom they will subcontract the following categories of work as required by N.J.S.A. 40A:11-16 ("**Named Subcontractors**").

- a) Plumbing and gas fitting work Applicable Not Applicable
- b) Refrigeration, heating and ventilating systems and equipment
 Applicable Not Applicable
- c) Electrical work, including any electrical power plants, tele-data, fire alarm or security systems Applicable Not Applicable
- d) Structural steel and ornamental iron work. NOT APPLICABLE
- e) **If the Bidder does not possess the following DPMC Code classification, then the Bidder must name a subcontractor who possess such classification:**

Applicable Not Applicable

- **DPMC Code** _____
- **DPMC Code** _____

A List of Subcontractors Form is included in the Bid Solicitation for the identification of the Bidder's Subcontractors and such form must be properly completed and submitted with the Bid.

Bidder shall ensure that all of its Subcontractors are duly licensed and fully capable of timely and competently performing any aspect of the Contract work delegated to them by Bidder. Bidder shall assume full and unqualified responsibility for the Project performance of all its Subcontractors.

25. New Jersey Right to Know Act (N.J.S.A. 34:5A-13)

The Worker and Community Right to Know Act requires New Jersey public employers to make information available to their employees who are exposed or potentially exposed to hazardous chemical substances in the workplace. Therefore, the successful bidder must comply with the following:

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstract Service numbers of all hazardous substances in the container, and



all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5).

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3).



CHECKLIST

- A. FAILURE TO SUBMIT THE FOLLOWING WITH BID IS MANDATORY CAUSE FOR REJECTION OF BID**
- INITIAL**
- **Acknowledgment of receipt of addenda (if any)** _____
 - **BID Bond (if required)** _____
 - **Consent of Surety (if required)** _____
 - **Public Works Contractor Registration Certificate** (if applicable) _____
 - **Ownership disclosure form** _____
 - **List of subcontractors (if any)** _____
 - **Non-Collusion Affidavit** _____
- B. MANDATORY ITEM(S), REQUIRED PRIOR TO AWARD OF CONTRACT**
- **Business Registration Certificate** – Vendor – Prefer with RFP Response. Required by Law prior to award of contract. _____
 - **EEO Certification** _____
 - **Affirmative Action Evidence** _____
 - **Disclosure of Investment Activities in Iran** _____
 - **Certificate of Insurance** _____
 - **References** _____

To determine the business registration status:

1. Goto: <https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>
2. Enter the **BUSINESS NAME** and click **SEARCH**
3. Obtain the **BUSINESS ENTITY I.D. #**
4. Go to: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Enter the first four letters of the business NAME and the BUSINESS ENTITY I.D.# in the appropriate fields, and click SEARCH



ASBURY PARK HOUSING AUTHORITY

BID PROPOSAL FORM/SIGNATURE PAGE

The undersigned declares that he/she has authority to bind the Bidder, that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

The undersigned is a (circle one): individual proprietorship, partnership, corporation, with:

Principal office at

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: ITB-AP-66-0-2025/CB VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

- | | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Vendor {Bidder} incorporated as a not-for-profit organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION. | | |
| IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. | | |

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____			
ADDRESS 1	_____			
ADDRESS 2	_____			
CITY	STATE	ZIP	_____	

NAME	_____			
ADDRESS 1	_____			
ADDRESS 2	_____			
CITY	STATE	ZIP	_____	

NAME	_____			
ADDRESS 1	_____			
ADDRESS 2	_____			
CITY	STATE	ZIP	_____	

NAME	_____			
ADDRESS 1	_____			
ADDRESS 2	_____			
CITY	STATE	ZIP	_____	

Attach Additional Sheets If Necessary



PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the AUTHORITY of CALDWELL, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the AUTHORITY to notify the AUTHORITY in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the AUTHORITY, permitting the AUTHORITY to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN



**NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the AUTHORITY of _____ and State of _____

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

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

The Bidder making this proposal and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above numbered project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by BIDDER.

(Signature of Affiant)

NOTARY

(Type of Print Name of Affiant)



EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

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

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

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

(Signature of bidder)



AFFIRMATIVE ACTION COMPLIANCE NOTICE **Applicable **Not Applicable**
FOR CONSTRUCTION CONTRACTS**

(N.J.S.A. 10:5-31 et seq.) IN.J.A.C. 17:27-1 et seq.)

This is a contract for construction subject to the Mandatory EEO language applicable to construction contracts. The successful Bidder must, subsequent to notice of Contract award and prior to Contract execution submit Affirmative Action Evidence consisting of an Initial Project Workforce, *i.e.*, Form AA-201. The Bidder also agrees to submit monthly to the Authority and the New Jersey Department of Treasury, Division of Contract Compliance and EEO a copy of the Monthly Project Workforce Report for the duration of its Contract performance.

A failure to timely submit the required Affirmative Action Evidence or otherwise fail to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. may result in forfeiture of the Bidder's Bid Guarantee and the result in the Bidder's liability for the extra costs incurred in contracting with another contractor to perform the Contract or result in rejection of Bidder's Bid Proposal as non-responsive.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____



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

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

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

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

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



THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 02/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1095907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533



Disclosure of Investment Activities in Iran

Bidder Name:

Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

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

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.



Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Owner is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

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



NOT CURRENTLY REQUIRED PENDING LITIGATION

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA
OR BELARUS
PURSUANT TO P.L.2022, c.3
CONTRACT / BID SOLICITATION TITLE: Trash Chutes & Access Doors**

CONTRACT / BID SOLICITATION No. ITB-AP-66-0-2025/CB

Prohibited Activities: Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Failure to provide such description will result in the bid being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a bid is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

CHECK THE APPROPRIATE BOX

_____ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,ⁱ section 1.e, except as permitted by federal law.

CHECK ONE BOX BELOW:

_____ I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

_____ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If checked, a detailed, accurate and precise description of the activities is provided below.

Signature of Authorized Representative

Date: _____



(PRINT NAME) _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
(FORM NOT REQUIRED IF NO ADDENDA ISSUED)

The undersigned Responder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

tial)

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)



BID BOND

We, the Bidder, _____, as **PRINCIPAL**, and _____ as **SURETY**, are held and firmly bound unto AUTHORITY, hereinafter called the "Obligee", in the penal sum of 10% of the Principal's Total Bid Price, NTE \$20,000, lawful money of the United States, for the payment of which sum well and truly to be made the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such that, whereas the Principal has submitted the accompanying bid, dated _____, 2026__, for the following Project:

AUTHORITY

Trash Chutes & Access Doors

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall timely enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such 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 materials 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 Principal shall pay to the Obligee the difference not to exceed the penalty hereof consisting of the difference 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.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_26__.

The name and corporate seal of each corporate party is affixed and this bid bond is herewith duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL / BIDDER

ATTEST:

Principal's Name

Signature

Principal's Address

Name

Officer's Signature

Title

Name of Signer

Date

Title of Signer

Date (Affix Corporate Seal)



SURETY COMPANY (FOR BID BOND)

Name of Surety

Name of Witness

Address of Surety

Signature of Witness

Signature of Attorney-in-Fact

Title of Witness

Name of Attorney-in-Fact

Date

Date

(Affix Corporate Seal)

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney clearly indicating signer's authority to sign the required Bid Bond.



CONSENT OF SURETY

RE: _____
(Bidder)

ASBURY PARK HOUSING AUTHORITY (Owner)

Trash Chutes & Access Doors

ON NOTICE TO OWNER, the undersigned surety company, being duly qualified to engage in the surety business in the State of New Jersey and meeting all the conditions and requirements of the Project Owner's Bid Solicitation, does hereby certify, consent, agree, promise, covenant, represent, guarantee and warrant to the Project Owner that, if the Contract for this Project is awarded to the Contractor/Bidder, the undersigned surety company shall promptly issue the separate performance bond and the labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price and to be conditioned so as to indemnify the Project Owner against any loss due to the failure of the Contractor/Bidder to meet its obligations under the awarded Project Contract and otherwise in the form required by the Project Owner's Bid Solicitation.

CONTRACTOR/BIDDER

SURETY COMPANY

Print Company Name

Company Name

Signature

By: _____
Signature - Attorney in Fact

Name of Signer

Name of Attorney in Fact

Title of Signer

Date: _____

Date: _____

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney verifying signer's unqualified authority to sign this Consent of Surety.



LIST OF SUBCONTRACTORS REQUIRED TO BE NAMED
PURSUANT TO N.J.S.A. 40A:11-16

The Bidder **must** name any subcontractors that it intends to use to perform work for the following trades and include the information required. **If the Bidder intends to perform the scope of work with its own forces, it should check the box "Self-Performed."** Failure to identify all subcontractors in the following trades that will be used in the Project shall result in rejection of the bid.

<u>Trade</u>	<u>Self-Performed</u>	<u>Subcontracted</u>	<u>N/A</u>
Plumbing and gas fitting	_____	_____	___
HVACR	_____	_____	___
Electrical Work, including fire alarm and security	_____	_____	___
Structural steel, ornamental iron work	_____	_____	___

DPMC Code _____ Applicable Not Applicable

- DPMC Code _____
- DPMC Code _____

For all subcontractors identified above, list

Name of subcontractor

Address

Scope of work to be performed

License No. (if applicable)

Please use additional sheets as necessary



REFERENCES

Please feel free to use your own form.

1. Reference Name: _____

Title: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

2. Reference Name: _____

Title: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

3. Reference Name: _____

Title: _____ Organization: _____

Address: _____

Phone: _____ Email: _____



DATE: _____, 2026

TO: **Asbury Park Housing Authority**
1000 1/2 3rd Avenue
Asbury Park, NJ 07712

Attn: Director – Ms. Shemea Daniels

FROM:

Name of Bidder

Street Address

City, State and Zip Code

Phone Number.

Email Address

The bidder is: (Check one and complete information)

- An individual using the trade name of _____.
- A partnership organized under the laws of the State of _____.
- A corporation organized under the laws of the State of _____.

Having carefully examined the Instructions to Bidders, General Conditions, Supplementary General Conditions, Drawings and Specifications for the **Trash Chutes & Access Doors at Various Sites in Asbury Park, NJ. 07712** Prepared by MVMK Architecture, LLC and all Addenda issued by the Architects (the "Contract Documents"), as well as the premises and conditions affecting the work, the Und-ary to, proper for, or incidental to:

BASE BID: For all Labor & Material for the Trash Chutes & Access Doors at Various Sites (4 locations) in Asbury Park, NJ. 07712

FOR THE SUM
OF _____ **DOLLAR**
S

(\$ _____).
(Bid amount shall be in both words and figures. In case of discrepancy amount shown in words will govern.)



ALTERNATE BIDS

Addition Alternate GC#1 – HDPE or CIPP “Blown in” Liner System

Bidder has option of one of the above systems

FOR THE SUM

OF _____ DOLLARS(\$ _____
_____).

(Bid amount shall be in both words and figures. In case of discrepancy amount shown in words will govern.)

UNIT PRICES

N/A

ALLOWANCES – To Be Included in Base Bid

\$10,000 – Ten Thousand Dollars

ADDENDA

The Undersigned acknowledges receipt of the following Addenda:

(INSERT NUMBER AND DATE OF ALL ADDENDA RECEIVED)

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
_____	_____	_____	_____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
_____	_____	_____	_____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
_____	_____	_____	_____

In submitting this bid, it is understood that the unrestricted right is reserved by the Owner to reject any and all bids. If written notice of acceptance of this bid is mailed, faxed, or delivered to the undersigned at the business address stated below within sixty (60) days after the date of opening bids, the undersigned will within eight (8) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver the necessary contract, performance-payment bond and insurance and all other documents as described in the Specifications.

The Bidder designates the following address and fax number for service of the notice of acceptance by mail, fax or hand delivery (if different from address at top):

Address:

Fax Number: _____

The Undersigned agrees that time of completion of the work to be done hereunder is an ESSENTIAL CONDITION of the contract. By submitting his Proposal for the work, the Undersigned warrants that he shall substantially complete all the work called for in his



contract within a period of _____**90**_____ consecutive calendar days from the date of "Notice to Proceed".

The Undersigned agrees that should he fail to complete the Work within the Contract Time, the Owner may retain from the monies that are due or which may become due to the Bidder under the Contract, the sum of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day beyond the number of days allowed by the contract; as indicated in the Supplementary General Conditions, paragraph 8.5 "**Liquidated Damages**". The Undersigned agrees, that any wages paid by the Owner to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the Contract Time shall be deducted from the Contract Sum.

The undersigned bidder has checked the accuracy of all the figures and computations contained in this bid proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the bidder.

Name of Bidder: _____

Authorized Signature: _____

Print or Type Name & Title _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> Completed on submission to Grants.gov *Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/> Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects <i>(See instructions)</i>		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **“No previous participation, First Experience”**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Date (mm/dd/yyyy)		

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average three hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Specifications For

Trash Chutes & Access Panels
at
Various Sites
located at
Comstock Court – 1018 First Avenue
Lumley Homes A/B – 1004 Comstock Street
Lumley Homes A/B – 1025 Secon Avenue
Robinson Towers – 1000 ½ 3rd Avenue

Asbury Park, NJ. 07712
for the
Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, New Jersey 07712

MVMK

Minervini Vandermark Melia Kelly

Architecture + Design

360 14th Street

Hoboken, New Jersey 07030
t. 201-386-0637 / f. 201-386-0628

www.mvmkarchitectuire.com

December 17th, 2026

Specifications For

Trash Chutes & Access Panels

at

Various Sites

located at

Comstock Court – 1018 First Avenue

Lumley Homes A/B – 1004 Comstock Street

Lumley Homes A/B – 1025 Secon Avenue

Robinson Towers – 1000 ½ 3rd Avenue

for the

Asbury Park Housing Authority

1000 ½ 3rd Avenue

Asbury Park, New Jersey 07712

Ms. Shemea Marshall, MBA

Executive Director – Asbury Park Housing Authority

Executive Director

Architect:

MVMK, L.L.C.

ARCHITECTURE

360 Fourteenth Street

Hoboken, New Jersey 07030

t. 201-386-0637 / e. info@mvmkarchitecture.com

Mr. Anthony C. Vandermark, AIA

NJ No. 17698

Principal

TABLE OF CONTENTS

SECTION TITLE

Invitation for Bids – Bid Package
Title Page
Certification Page
TOC Table of Contents
IB Instructions to Bidders
Instructions to Bidders for Contracts Public & Indian Housing – HUD 5369
Instructions for Completion of Disclosure of Lobbying Activities
Representations, Certifications, and Other Statements of Bidders
GC General Conditions for Public Housing Programs – HUD 5370
Prevailing Wage Rates for Monmouth County
Schedule Amount of Contract Payments – HUD 51000
Periodic Estimate for Partial Payments – HUD 51001
Schedule for Change Orders – HUD 51002

DIVISION 1 - GENERAL REQUIREMENTS

011000 Summary of Work
012000 Alternates, Allowances, and Unit Prices
012200 Payment, Modification and Completion Procedures
012500 Progress Documentation and Procedures
012600 Contract Modification Procedures
013000 Submittals
014000 Quality Control Procedures
015000 Temporary Facilities and Services
016000 Product Requirements
017000 Construction Procedures
018000 Project Record Documents

DIVISION 02 –EXISTING CONDITIONS

020720 Minor Demolition for Remodeling

DIVISION 03 - CONCRETE

Not Applicable

DIVISION 04 – MASONRY

042000 Unit Masonry

DIVISION 05 - METALS

Not Applicable

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

Not Applicable

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

072750 Firestopping and Smokestopping

079200 Joint Sealants

DIVISION 08 – OPENINGS

Not Applicable

DIVISION 09 - FINISHES

099000 Painting

DIVISION 10 – SPECIALTIES

Not Applicable

DIVISION 11 - EQUIPMENT

Not Applicable

DIVISION 12 – FURNISHINGS

Not Applicable

DIVISION 13 - SPECIAL CONSTRUCTION

Not Applicable

DIVISION 14 - CONVEYING EQUIPMENT

149100 – Facility Chutes

DIVISION 15 – PLUMBING

Not Applicable

DIVISION 16 – ELECTRICAL

Not Applicable

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

Not Applicable

END OF TABLE OF CONTENTS

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed, and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder non responsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items b i d .

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either p a r t y .

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid o p e n i n g .

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid g u a r a n t e e .

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy is included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2023)

**Applicability. This form is applicable to any
construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

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- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees.

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to" or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to ensure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.
- #### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within **90** calendar days of the effective date of the contract, or within the timeschedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than **15** days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 500.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000.00 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 500,000.00 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted doing business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions of the **Contract for Construction**

Public Housing Programs

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36 and those requirements set forth in Section 3 of the Housing and Urban development Act of 1968, as amended, and implemented by HUD at 24 CFR 135 and by its amendment by the Housing and Community Development Act 1992, implemented by HUD in the Interim Rule published June 30, 1994. The form is required for construction contracts awarded by Public Housing Agencies (PHAs) .

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Responses to the collection of information; are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number

Table of Contents

Clause	Page	Clause	Page
Conduct of Work		Administrative Requirements	
1. Definitions	1	25. Contract Period	9
2. Contractor's Responsibility for Work	2	26. Order of Precedence	9
3. Architect's Duties, Responsibilities, and Authority	2	27. Payments	9
4. Other Contracts	2	28. Contract Modifications	10
Construction Requirements		29. Changes	11
5. Preconstruction Conference and Notice to Proceed	3	30. Suspension of Work	11
6. Construction Progress Schedule	3	31. Disputes	12
7. Site Investigation and Conditions Affecting the Work	3	32. Default	12
8. Differing Site Conditions	4	33. Liquidated Damages	13
9. Specifications and Drawings for Construction	4	34. Termination for Convenience	13
10. As-Built Drawings	5	35. Assignment of Contract	13
11. Material and Workmanship	5	36. Insurance	13
12. Permits and Codes	5	37. Subcontracts	14
13. Health, Safety, and Accident Prevention	6	38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	14
14. Temporary Heating	6	39. Equal Employment Opportunity	14
15. Availability and Use of Utility Services	6	40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.	15
16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	41. Interest of Members of Congress	15
17. Temporary Buildings and Transportation of Materials	7	42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
18. Clean Air and Water	7	43. Limitations on Payments made to Influence Certain Federal Financial Transactions	15
19. Energy Efficiency	7	44. Royalties and Patents	15
20. Inspection and Acceptance of Construction	7	45. Examination and Retention of Contractor's Records	15
21. Use and Possession Prior to Completion	8	46. Labor Standards - Davis-Bacon and Related Acts	16
22. Warranty of Title	8	47. Labor Standards - Non-Routine Maintenance	19
23. Warranty of Construction	8	48. Non-Federal Prevailing Wage Rates	21
24. Prohibition Against Liens	9		

General Conditions of the Contract for Construction

Public and Indian Housing Programs

Conduct of Work

1. Definitions

- (a) **“Architect”** means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.
- (b) **“Contract”** means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5369-A), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from either the U.S. Department of Labor or HUD, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) **“Contracting Officer”** means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) **“Contractor”** means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) **“Drawings”** means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled **Specifications and Drawings for**

Construction herein.

- (f) **“HUD”** means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) **“Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) **“PHA”** means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) **“Specifications”** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) **“Work”** means materials, workmanship, and manufacture and fabrication of components.

2. Contractor’s Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled **Availability and Use of Utility Services** herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and

bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor’s responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect’s Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
- (b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the **Changes** clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect’s duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to -
 - (i) the Contractor’s construction progress schedules;
 - (ii) the Contractor’s shop and detailed drawings;
 - (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and,
 - (iv) the Contractor’s price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Comple-

tion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees.

Construction Requirements

5. Preconstruction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled *Inspection and Acceptance of Construction*, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number

of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the

character provided for in the contract.

- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of

structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to

be used.

- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled **Changes** herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 327 et seq.; and,
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise pro-

vided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or

finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water Applicable to Contracts in Excess of \$100,000

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —
 - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
 - (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
 - (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
 - (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "**Acceptance**" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "**Inspection**" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "**Testing**" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the

completed work under paragraph (j) below.

- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes

amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled **Permits and Codes** herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of ____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or de-

sign furnished by the Contractor.

- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the **Inspection and Acceptance of Construction** clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within ___ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Precedence

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any

amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer

written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
 - (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit

received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled **Disputes** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the

adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (b) Except for disputes arising under the clauses entitled **Labor Standards and Labor Standards- Nonroutine Maintenance**, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or

negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled **Default** of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the *Disputes* clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$[Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$__ [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "**Subcontract**" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "**Subcontractor**" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work

under this contract is to be performed.

- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

<The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be

provided by the Contracting Officer that explain this clause.

- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the *Indian Preference* clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban

Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUDs regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- (f) Noncompliance with HUDs regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to

and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the *Disputes* clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

(a) Minimum Wages.

- (1) All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; pro-

vided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

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

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

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

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under

this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (c) **Payrolls and basic records.** (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and

actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications

may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (3) The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Ad-

ministrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

- (g) **Compliance with Davis-Bacon and related Act requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) **Certification of eligibility.** (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 (2) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the De-

partment of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

- (k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

[] **47. Labor Standards-Non-routine Maintenance**

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

- (a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

- (A) The work to be performed by the classification required is not performed by a classification in

the wage determination;

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

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) **Withholding of funds.** The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

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

(A) that the payroll for the payroll period contains the information required to be maintained

under subparagraph (c)(1) of this clause and that such information is correct and complete;

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

(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **Contract Work Hours and Safety Standards Act.** As used

in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in subparagraph (g)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this clause.

48. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with

respect to employees engaged under the contract whenever either of the following occurs:

- (1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or
- (2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

W = Wage Rate per Hour **B** = Fringe Benefit Rate per Hour* **T** = Total Rate per Hour

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

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

Public Works Contractor Registration

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

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

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

Snow Plowing

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

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

County - MONMOUTH

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

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

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

County - MONMOUTH

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/13/25
Deputy Foreman	W52.60 B38.68 T91.28
Foreman	W57.35 B38.68 T96.03
Journeyman	W49.60 B38.68 T88.28

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	4.66	5.83	6.41	6.99	25.90	27.73	29.57	31.38		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

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

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

County - MONMOUTH

Craft: Carpenter

PREVAILING WAGE RATE

	06/03/25
Foreman	W66.03 B39.70 T105.73
General Foreman	W74.65 B44.81 T119.46
Journeyman	W57.42 B34.60 T92.02

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage	for all	intervals	+ \$0.58			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
 Yearly 40% 55% 65% 80%
 Benefits 59.25% of apprentice wage rate for all intervals + \$0.58

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

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

SHIFT DIFFERENTIALS:

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

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

County - MONMOUTH

of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/25
Foreman	W66.03 B39.62 T105.65
Journeyman	W57.42 B34.52 T91.94

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25%	of	Appren	tice	Wage	for all	intervals	+ \$0.50		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES
 Yearly 40% 55% 65% 80%
 Benefits 59.25% of apprentice wage rate for all intervals + \$0.50.

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

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

County - MONMOUTH

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

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

County - MONMOUTH

Craft: Cement Mason **PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason **COMMENTS/NOTES**

See " Bricklayer, Stone Mason" Rates

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

County - MONMOUTH

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/01/25
Foreman	W50.11 B31.61 T81.72
General Foreman	W54.66 B31.61 T86.27
Journeyman	W45.55 B31.61 T77.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	9.84	9.84	12.55	12.55	13.65	13.65	16.55	16.55		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - MONMOUTH

Craft: Diver PREVAILING WAGE RATE

	05/01/25
Diver	W65.97 B53.74 T119.71
Tender	W54.23 B53.74 T107.97

Craft: Diver COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

- 0-59 feet: No additional wage
- 60-74 feet: + \$0.25 per foot
- 75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

- 0-74 feet: No additional wage
- 75-125 feet: + \$1.00 per foot
- 126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

- 126-200 feet: + \$1.50 per foot
- 201-275 feet: + \$1.75 per foot
- 276-350 feet: + \$2.00 per foot
- 351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MONMOUTH

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/25
Foreman	W62.36 B53.74 T116.10
Foreman (Concrete Form Work)	W61.26 B40.39 T101.65
Journeyman	W54.23 B53.74 T107.97
Journeyman (Concrete Form Work)	W53.27 B40.39 T93.66

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	21.69	27.12	35.25	43.38						
Benefits	35.34	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders/Pile Drivers on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders/Pile Drivers, there may be 1 apprentice for every 5 Dockbuilders/Pile Drivers.

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES
Yearly	21.31 26.64 34.63 42.62
Benefits	27.41 for all intervals

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one foreman and one journeyman on drilled or bored soldier piles.
- There shall be one foreman and not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be one foreman and not less than one journeyman per rig on all earth retention tie-back and anchors.
- There shall be one foreman and three journeymen for driving of piles 60 feet or less. As part of the crew, one may be an apprentice.

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

County - MONMOUTH

CREOSOTE HANDLING:

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - MONMOUTH

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/13/25
Foreman	W49.36 B31.65 T81.01
General Foreman	W51.60 B31.65 T83.25
Journeyman	W44.87 B31.65 T76.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.44	29.17	35.90	40.38						
Benefits	17.98	17.98	17.98	17.98						

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Electrician

PREVAILING WAGE RATE

	06/02/25	06/01/26
Assistant General Foreman	W70.39 B56.04 T126.43	W74.47 B56.23 T130.70
Foreman (2 to 4 Journeymen)	W65.20 B51.90 T117.10	W68.98 B52.08 T121.06
Foreman (5 to 10 Journeymen)	W66.36 B52.81 T119.17	W70.20 B53.00 T123.20
General Foreman (101+ Journeymen)	W80.78 B64.30 T145.08	W85.46 B64.52 T149.98
General Foreman (24 to 100 Journeymen)	W75.01 B59.71 T134.72	W79.35 B59.92 T139.27
Journeyman, Cable Splicer	W57.70 B45.93 T103.63	W61.04 B46.09 T107.13
Lead Foreman (11 to 23 Journeymen)	W69.24 B55.12 T124.36	W73.25 B55.31 T128.56
Plan Reader	W62.32 B49.60 T111.92	W65.92 B49.78 T115.70

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	80%					
Yearly										
Benefits	13.78	18.37	22.97	27.56	36.74					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

INTERVAL	PERIOD AND RATES				
Yearly	30%	40%	50%	60%	80%
Benefits	13.83	18.43	23.05	27.65	36.87

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

County - MONMOUTH

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction (including additions).
- Teledata work involving 16 instruments or more.

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):

- 2 to 4 Journeymen- 1 must be a Foreman (2 to 4 JW).
 - 5 to 11 Journeymen- 1 must be a Foreman (5 to 10 JW).
 - 12 to 22 workers- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JW).
 - 23 workers- 1 must be a Lead Foreman and 2 must be a Foreman (5 to 10 JW).
 - 24 to 34 workers- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JW).
 - 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JW).
 - 37 to 46 Journeymen- 1 must be a General Foreman (24 to 100), 1 must be an Assistant General Foreman and 4 must be a Foreman (5 to 10 JW)
 - For each additional 10 Journeymen- 1 additional Foreman (5 to 10) shall be added.
 - For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
 - 101+ Journeymen- 1 must be a General Foreman (101+).
- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:

- Work performed 50 feet above ground or floor - additional \$2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/01/25	11/30/26	11/29/27	12/04/28
Journeyman Technician (1-2 workers on job)	W52.02 B28.39 T80.41	W53.23 B30.18 T83.41	W54.41 B32.00 T86.41	W55.55 B33.86 T89.41
Master Tech./Gen. Foreman (26+ workers on job)	W68.15 B37.19 T105.34	W70.26 B39.84 T110.10	W71.82 B42.24 T114.06	W73.33 B44.69 T118.02
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W62.42 B34.07 T96.49	W64.41 B36.52 T100.93	W65.83 B38.73 T104.56	W67.22 B40.97 T108.19
Technician A/Foreman (9-15 workers on job)	W59.82 B32.65 T92.47	W61.75 B35.01 T96.76	W63.11 B37.13 T100.24	W64.44 B39.28 T103.72
Technician B/Foreman (4-8 workers on job)	W57.22 B31.23 T88.45	W59.09 B33.50 T92.59	W60.39 B35.53 T95.92	W61.66 B37.59 T99.25
Technician C/Foreman (3 workers on job)	W54.62 B29.81 T84.43	W56.42 B31.99 T88.41	W57.67 B33.92 T91.59	W58.88 B35.89 T94.77

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
* 6 Months										
Benefit	10.50	10.79	11.64	12.50	13.63	15.32	17.31	19.03	21.01	22.99

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 11-30-26:

INTERVAL	PERIOD AND RATES									
6 Mos.	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Ben.	11.17	11.47	12.38	13.28	14.49	16.30	18.41	20.22	22.33	24.44

APPRENTICE RATE SCHEDULE AS OF 11-29-27:

INTERVAL	PERIOD AND RATES									
6 Mos.	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Ben.	11.84	12.16	13.12	14.08	15.36	17.28	19.52	21.44	23.68	25.92

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

County - MONMOUTH

APPRENTICE RATE SCHEDULE AS OF 12-4-28:

INTERVAL	PERIOD AND RATES									
6 Mos.	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Ben.	12.53	12.87	13.88	14.90	16.26	18.28	20.65	22.68	25.05	27.42

* The apprentice wage rate is paid at the percentage of the Journeyman Technician wage rate .

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HEIGHT WORK (work performed 50 feet above ground/floor): +\$2.00 per hr.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked Monday thru Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

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

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

County - MONMOUTH

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - MONMOUTH

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/02/25	06/01/26
Assistant General Foreman	W70.69 B55.74 T126.43	W74.79 B55.91 T130.70
Cable Splicer & Equipment Operator	W57.94 B45.69 T103.63	W61.30 B45.83 T107.13
Foreman (2 to 4 Journeymen)	W65.47 B51.63 T117.10	W69.27 B51.79 T121.06
Foreman (5 to 10 Journeymen)	W66.63 B52.54 T119.17	W70.50 B52.70 T123.20
General Foreman (101+ Journeymen)	W81.12 B63.96 T145.08	W85.82 B64.16 T149.98
General Foreman (24 to 100 Journeymen)	W75.32 B59.40 T134.72	W79.69 B59.58 T139.27
Groundman	W40.56 B31.98 T72.54	W42.91 B32.08 T74.99
Journeyman Lineman	W57.94 B45.69 T103.63	W61.30 B45.83 T107.13
Lead Foreman (11 to 23 Journeymen)	W69.53 B54.83 T124.36	W73.56 B55.00 T128.56
Plan Reader	W62.58 B49.34 T111.92	W66.20 B49.50 T115.70

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	60%	65%	70%	75%	80%	85%	90%			
Yearly										
Benefits	27.42	29.70	31.98	34.26	36.55	38.84	41.12			

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

County - MONMOUTH

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

INTERVAL	PERIOD AND RATES						
Yearly	60%	65%	70%	75%	80%	85%	90%
Benefits	27.50	29.78	32.08	34.37	36.66	38.95	41.24

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (Foreman counts, do not include apprentices):

- 2 to 4 Journeymen Lineman- 1 must be a Foreman (2 to 4 JL).
- 5 to 11 Journeymen Lineman- 1 must be a Foreman (5 to 10 JL).
- 12 to 22 Journeymen Lineman- 1 must be a Lead Foreman and 1 must be a Foreman (5 to 10 JL).
- 23 Journeyman Lineman- 1 must be a Lead Foremen and 2 must be a Foreman (5 to 10 JL).
- 24 to 34 Journeyman Lineman- 1 must be a General Foreman (24 to 100) and 3 must be a Foreman (5 to 10 JL).
- 35 to 36 workers- 1 must be a General Foreman (24 to 100) and 4 must be a Foreman (5 to 10 JL).
- 37 to 46 Journeymen Lineman- 1 must be a General Foreman (24 to 100), 1 must be and Assistant General Foreman and 4 must be a Foreman (5 to 10 JL).
- For each additional 10 Journeymen- 1 additional Foreman (5 to 10) shall be added.
- For each additional 40 Journeymen- 1 additional Assistant General Foreman shall be added.
- 101+ Journeymen- 1 must be a General Foreman (101+).

HAZMAT WORK:

- Work is to be performed by a Journeyman Lineman who is qualified to perform HAZMAT work- additional 10% per hour.

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

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

County - MONMOUTH

- 50 to 66 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 4 must be a Foreman (1 to 16 JW).
 - 67 to 82 Journeymen- 1 must be a General Foreman (33 to 100), 1 must be an Assistant General Foreman and 5 must be a Foreman (1 to 16 JW).
 - For each additional 16 Journeymen- 1 additional Foreman (1 to 16) shall be added.
 - For each additional 40 Journeyman- 1 additional Assistant General Foreman shall be added.
 - 101+ Journeymen- 1 must be a General Foreman (101+).
- The regular workday shall be 8 hours, between the hours of 7:00 am and 4:30 pm.

HEIGHT WORK:

- Work performed 50 feet above ground or floor - additional \$2.00 per hour.
- Work on radio and transmission towers, and smoke stacks: +25% of the Total Rate.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

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

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - MONMOUTH

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	34.59	37.47	40.36	43.24	46.12	49.00	51.89			
Benefits	31.56	33.45	35.32	37.21	39.08	40.98	42.85			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Elevator Constructor

PREVAILING WAGE RATE

	01/01/25
Helper-Over 5 Years	W50.30 B44.05 T94.35
Helper-Under 5 Years	W50.30 B43.05 T93.35
Mechanic (Journeyman) over 5 years	W71.85 B45.78 T117.63
Mechanic (Journeyman) under 5 years	W71.85 B44.37 T116.22
Mechanic in Charge (Foreman) over 5 years	W80.83 B46.50 T127.33
Mechanic in Charge (Foreman) under 5 years	W80.83 B44.88 T125.71
Probationary Helper (1st 6 months)	W35.93 B42.19 T78.12

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	55%	65%	70%	80%					
Benefits	full	journeyma n	benefit	rate for	all	intervals				

Ratio of Apprentices to Journeymen - *

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

Craft: Elevator Constructor

COMMENTS/NOTES

SHIFT DIFFERENTIALS:

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

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

County - MONMOUTH

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Glazier PREVAILING WAGE RATE

	05/01/25
* Leadman	W54.68 B33.23 T87.91
Foreman	W56.68 B33.47 T90.15
General Foreman	W58.68 B33.71 T92.39
Journeyman	W52.68 B32.99 T85.67

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	13.67	13.67	15.45	15.45	18.92	18.92	20.65	20.65		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

rate.

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

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

County - MONMOUTH

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/25/24
Foreman	W61.97 B39.22 T101.19
General Foreman	W64.31 B40.33 T104.64
Journeyman	W59.44 B38.66 T98.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.89	33.09	39.84	46.51						
Benefits	22.35	26.53	29.50	32.61						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/25/24
Asbestos Helper	W36.89
Abatement	B24.92
	T61.81

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

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

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges.

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MONMOUTH

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

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

County - MONMOUTH

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MONMOUTH

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

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

County - MONMOUTH

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.62	21.61	28.11							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - MONMOUTH

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

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

County - MONMOUTH

Craft: Ironworker PREVAILING WAGE RATE

	07/01/25
Rod /Fence Foreman	W54.94 B51.87 T106.81
Rod/Fence Journeyman	W49.94 B51.87 T101.81
Structural Foreman	W57.47 B51.87 T109.34
Structural Journeyman	W52.24 B51.87 T104.11

Craft: Ironworker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	50%	60%		Yearly	70%	80%	90%		
Benefits	same as	journeyma n	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for four days or less (unless working a four 10-day day shift) on all projects bid after July 1, 2024, that shift shall be paid time and one-half the regular rate, inclusive of benefits. However, when an irregular shift is established at five 8-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift is established at four 10-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift extends into Saturday, time and one-half shall be paid on the regular rate, inclusive of benefits, beginning at

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

County - MONMOUTH

midnight (12:00 am) for the duration of the shift. A Sunday shift that extends into Monday shall be paid at double the regular rate, inclusive of benefits, until 12:00 am on Monday, at which time the 15% shift differential will apply to the regular rate.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

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

County - MONMOUTH

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/01/25
Foreman	W46.44 B26.21 T72.65
Journeyman (Handler)	W41.28 B26.21 T67.49

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.47	28.55	32.62	36.70						
Benefit	22.31	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

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

The regular workday shall be 8 hours.

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Laborer - Building

PREVAILING WAGE RATE

	06/18/25
Class A Journeyman	W40.25 B33.87 T74.12
Class B Journeyman	W39.25 B33.87 T73.12
Class C Journeyman	W33.36 B33.87 T67.23
Foreman	W45.28 B33.87 T79.15
General Foreman	W50.31 B33.87 T84.18

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%	of Class B	wage rate				
Benefit	30.62	30.62	30.62	30.62						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

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

County - MONMOUTH

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

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

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

OVERTIME:

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

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

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

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

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

County - MONMOUTH

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

As of 3-1-25, benefits shall be 26.13.

As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/25	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.00 B5.45 T41.45	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.00 B5.45 T43.45	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.00 B5.45 T37.45	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

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

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

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation

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

County - MONMOUTH

to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CAT5, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

OVERTIME:

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

RECOGNIZED HOILDAYS:

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

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

County - MONMOUTH

Craft: Millwright PREVAILING WAGE RATE

	05/01/25
Foreman	W67.67 B40.72 T108.39
Journeyman	W58.84 B35.49 T94.33

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.63		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

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

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

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

OVERTIME:

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

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

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

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

County - MONMOUTH

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer

COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

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

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

County - MONMOUTH

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/01/25
Apprentice (1st year)	W32.04 B17.68 T49.72
Apprentice (2nd year)	W36.55 B28.63 T65.18
Foreman (Charge Person)	W46.12 B29.41 T75.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W41.35 B29.41 T70.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W45.12 B29.41 T74.53

Craft: Painter - Line Striping

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Paperhanger

PREVAILING WAGE RATE

	05/01/25
Foreman	W55.12 B31.61 T86.73
Journeyman	W50.11 B31.61 T81.72

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMMER	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Pipefitter

PREVAILING WAGE RATE

Craft: Pipefitter

COMMENTS/NOTES

See PLUMBERS Rates

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

County - MONMOUTH

Craft: Plasterer **PREVAILING WAGE RATE**

See "Cement Mason" Rates

Craft: Plasterer **COMMENTS/NOTES**

See CEMENT MASON Rates

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

County - MONMOUTH

Craft: Plumber PREVAILING WAGE RATE

	07/01/25
Assistant General Foreman	W64.93 B46.80 T111.73
Foreman	W64.34 B46.80 T111.14
General Foreman	W67.91 B46.80 T114.71
Journeyman	W59.57 B46.80 T106.37

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	35%	45%	55%	65%	75%					
Yearly										
Benefits	29.33	32.02	34.70	37.39	40.08					

Ratio of Apprentices to Journeymen - 1:4

Craft: Plumber COMMENTS/NOTES

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

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.
- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

OVERTIME:

- Hours in excess of 8 per day, or before of after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on

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

County - MONMOUTH

Saturdays, and all hours on Sundays and holidays, shall be paid at double time, inclusive of benefits.

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Roofer PREVAILING WAGE RATE

	06/01/25
Foreman	W48.77 B33.34 T82.11
Journeyman	W45.77 B33.34 T79.11

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.80	22.26	26.71	28.94	31.16	33.39	35.62	40.07		
Benefits	2.19	2.19	28.34	28.34	28.34	28.34	28.34	28.34		

Ratio of Apprentices to Journeymen - *

- * [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- [B] For roofing jobs on new built up roofs 1:3 or fraction thereof
- [C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- [D] For re-roofing jobs (not requiring complete removal of existing systems, installation done over existing roof): 1:3 or fraction thereof.

Craft: Roofer COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-25:

INTERVAL	PERIOD AND RATES									
6 Months	18.30	22.88	27.46	29.75	32.03	34.33	36.62	41.19		
Benefits	2.44	2.44	29.09	29.09	29.09	29.09	29.09	29.09		

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

OVERTIME:

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

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

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

County - MONMOUTH

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/03/25
Foreman	W46.50 B46.30 T92.80
Journeyman	W43.50 B46.30 T89.80

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	15.35	17.52	19.67	21.83	24.51	26.71	28.93	31.12	33.34	35.53

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

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

County - MONMOUTH

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/25
Foreman	W66.32 B48.33 T114.65
Journeyman	W62.27 B48.33 T110.60

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	15.03	16.78	18.55	20.29	22.04	30.95	33.26	35.56	37.86	40.14

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

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

Craft: Sheet Metal Worker

COMMENTS/NOTES

JOB SITE FOREMAN REQUIREMENTS:

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

SHOP FOREMAN REQUIREMENTS (For custom fabrication):

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - MONMOUTH

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

- Benefits on overtime hours are as follows:

Time and one-half = 55.77

Double-time = 63.22

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

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

County - MONMOUTH

Craft: Sprinkler Fitter PREVAILING WAGE RATE

	07/01/25
Foreman	W74.77 B42.30 T117.07
General Foreman	W78.36 B42.30 T120.66
Journeyman	W69.97 B42.30 T112.27

Craft: Sprinkler Fitter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates
 1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
 Ben. 14.90 14.90 32.30 32.30 32.30 32.30 Intervals 7-10 Journey. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates
 1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
 Ben. 14.90 14.90 32.30 32.30 32.30 32.30 Intervals 7-10 Journey. Ben.

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

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be

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

County - MONMOUTH

paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

Four 10 hour days may be worked, Monday through Friday, at straight-time.

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

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

County - MONMOUTH

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	07/08/25
Finisher	W50.44 B38.15 T88.59

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.60	41.50	44.98	48.45	51.94	54.81	64.66			
Benefits	27.01	30.11	30.88	31.66	32.43	38.66	40.97			

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	06/19/25
Finisher	W50.05 B33.90 T83.95
Setter	W64.90 B37.28 T102.18

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MONMOUTH

Craft: Tile Setter - Marble PREVAILING WAGE RATE

	07/08/25
Tile Setter	W64.66 B40.97 T105.63

Craft: Tile Setter - Marble APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.60	41.50	44.98	48.45	51.94	54.81	64.66			
Benefits	27.01	30.11	30.88	31.66	32.43	38.66	40.97			

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - MONMOUTH

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	07/01/25
Grinder or Assistant	W60.17 B42.80 T102.97
Mechanic	W61.77 B42.82 T104.59
Terrazzo Resinous Worker	W51.28 B35.12 T86.40

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - MONMOUTH

Craft: Truck Driver

PREVAILING WAGE RATE

	05/06/25
Bucket, Utility, Pick-up, Fuel Delivery trucks	W48.63 B42.81 T91.44
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W48.63 B42.81 T91.44
Euclid-type vehicles (large off-road equipment)	W48.78 B42.81 T91.59
Helper on Asphalt Distributor truck	W48.63 B42.81 T91.44
Low Boy Driver	W51.21 B42.81 T94.02
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W48.63 B42.81 T91.44
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W48.68 B42.81 T91.49
Tractor-Trailer truck (all types)	W48.78 B42.81 T91.59
Vacuum or Vac-All truck (entire unit)	W48.63 B42.81 T91.44
Winch Trailer Driver	W48.88 B42.81 T91.69

Craft: Truck Driver

COMMENTS/NOTES

Foreman: + \$1.00 per hour. Overtime rate shall be increased accordingly.

HAZARDOUS WASTE REMOVAL WORK:

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

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

SHIFT DIFFERENTIAL:

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

County - MONMOUTH

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$5.00 per hour.

BLENDED RATE:

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

OVERTIME:

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

- Benefits on overtime shall be \$51.21.

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

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

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

County - MONMOUTH

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/06/25
Driver	W38.90 B42.81 T81.71
New Hires: 1st Year	W38.90 B42.81 T81.71

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

NOTE: These rates may only be used for the delivery of *materials TO the job site (*building materials that will become a permanent part of the job site, such as sand, stone, aggregates, asphalt, sheetrock, 2x4's, etc.). In addition, only the following types of truck may be used for such deliveries (Dump Truck or Flat-bed truck). Please note that this rate does not apply to material suppliers or their employees (who do not perform services at the job site), and for the delivery of equipment and/or items that will not become a permanent part of the job site.

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$51.21.

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

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

County - MONMOUTH

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

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

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2025

Rate	Fringe	Total
52.88	40.40	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.46	40.40	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.54	40.40	103.94

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.22	40.40	108.62

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
67.22	40.40	107.62

CLASSIFICATIONS:

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

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.72	40.40	104.12

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
66.22	40.40	106.62

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.72	40.40	103.12

CLASSIFICATIONS:

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.35	40.40	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.29	40.40	101.69

CLASSIFICATIONS:

A-Frame

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

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.63	40.40	99.03

CLASSIFICATIONS:

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
57.10	40.40	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.34	40.40	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.91	40.40	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.05	40.40	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2025

Rate	Fringe	Total
70.24	40.40	110.64

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.58	40.40	108.98

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
64.08	40.40	104.48

CLASSIFICATIONS:

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

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
54.88	40.40	95.28

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS Rates Expiration Date :

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

CLASSIFICATIONS:

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	104.13	107.82

CLASSIFICATIONS:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	103.94	107.63

CLASSIFICATIONS:

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

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

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	103.44	107.13

CLASSIFICATIONS:

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

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

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

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

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.47	40.40	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.63	40.40	94.03

CLASSIFICATIONS:

Driller's Helper

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

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

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

OVERTIME:

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

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

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

CLASSIFICATIONS:

Crane Operator

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
52.05	28.95	81.00	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
50.10	28.95	79.05	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
48.40	28.95	77.35	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
49.05	28.95	78.00	80.75

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
46.95	28.95	75.90	78.65

CLASSIFICATIONS:

Cleaner, Taper

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

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Screedman

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

CLASSIFICATIONS:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date :

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

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

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

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

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

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

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

Effective Dates:

10/21/2025

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/21/2025

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:

10/21/2025

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

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

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

SHIFT DIFFERENTIALS:

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

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

"D" Rate:

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

"C" Rate:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

CLASSIFICATIONS:

"A" Rate:
blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/03/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

"B" Rate:

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

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

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

PER DIEM PAYMENT:

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

NOTES:

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

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

OVERTIME:

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

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

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/18/2025

Rate	Fringe	Total
33.84	25.47	59.31

CLASSIFICATIONS:

Pipeline Helper

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

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

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

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

Electrician-Utility Work (North)

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

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

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

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

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

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS:

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

Effective Dates:

	12/04/2025		11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/04/2025		11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

	12/04/2025		11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

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

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

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

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

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

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.

Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :** _____

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

Hazardous Waste Work:

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

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2025		03/01/2026
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
79.35	39.13	118.48	122.61

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
78.00	39.13	117.13	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.78	39.13	116.91	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SECTION 011000 - SUMMARY

PART 1 - GENERAL REQUIREMENTS

1.01 SUMMARY

- A. The owner is: **The Asbury Park Housing Authority**
1000 ½ 3rd Avenue
Asbury Park NJ 07712
- Attn: Ms. Daniels, MBA – Executive Director**
Mr. Ed McDonald - Director of Maintenance
- B. Section Includes:
1. Project description.
 2. Contracts scope description.
 3. Applicable regulatory requirements.
 4. Permits and licenses.
 5. Access to the site.
 6. Contractor's use of the premises.
 7. Coordination requirements.
 8. Coordination drawings.
 9. Pre-construction meeting.

1.02 PROJECT DESCRIPTION

- A. The project consists of **New Trash Chutes & Access Doors at Various Sites located at**
- B.
- Comstock Court – 1018 First Avenue**
Lumley Homes A/B – 1004 Comstock Street
Lumley Homes A/B – 1025 Secon Avenue
Robinson Towers – 1000 ½ 3rd Avenue
- in Asbury Park, NJ. 07712**
1. As shown in contract documents prepared by MVMK, LLC
- B. The work consists of:
- New Trash Chutes & Access Doors at Various Sites located at**
Comstock Court – 1018 First Avenue
Lumley Homes A/B – 1004 Comstock Street
Lumley Homes A/B – 1025 Secon Avenue
Robinson Towers – 1000 ½ 3rd Avenue
in Asbury Park, NJ. 07712
- C. **Milestone Events and Dates:**
1. Initial Mobilization, Initial Site Setup and Commencement of Construction
Date of Contract Signing & Notice to Proceed
 2. **Substantial Completion** of All aspects of this project:

90 Consecutive Calendar Days after Contract Signing & Notice to Proceed Issued

- D. The Contractor shall complete any uncompleted items on the Certificate of Substantial completion with 30 calendar days or a time fixed by the Architect on the Certificate of Substantial Completion. If the contractor fails to complete all uncompleted items within the time established, the Contractor will pay additional Liquidated Damages in the same amount established for Substantial completion until all work is finally completed.

1.03 ENUMERATION OF PRIME CONTRACTS

- A. The General Contractor's prime contract shall include the work described in:
 - 1. The agreement & all project work.
 - 2. The general and supplementary conditions.
 - 3. All Specifications & Construction Documents

1.04 DEFINITIONS

- A. **Furnish:** To supply products to the project site, including delivering ready for unloading and replacing damaged and rejected products.
- B. **Install:** To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.
- C. **Indicated:** Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

1.05 REGULATORY REQUIREMENTS

- A. The following regulations are applicable to this project:
 - 1. The International Building Code (current edition).
- B. Other regulations may also be applicable.
- C. Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the owner directly.

1.06 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. Access to site will be extremely limited; obtain owner's approval of proposed routes of access.
- B. The following existing facilities may not be used by construction personnel:
 - 1. Toilet facilities – Only with approval from the owner
 - 2. Contractor to provide Port O John in the event toilet facilities are not granted by ownership
- C. The owner & tenants will occupy the existing building during the construction period.
 - 1. The owner will endeavor to cooperate with the contractor's operations when the contractor has notified the owner in advance of need for changes in operations in order to accommodate construction operations.

2. Conduct the work so as to cause the least interference with the owner's operations.
- D. Coordinate with Local Authorities as to which routes are capable of handling heavy truck traffic.
- E. Signs: Provide signs adequate to direct visitors.
 1. Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.
- F. All deliveries by the Contractors to be coordinated with the Owner, prior to the delivery date.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. A pre-construction meeting will be held at a time and place designated by the construction manager, architect & owner's representatives for the purpose of identifying responsibilities of the owner's and the architect's personnel and explanation of administrative procedures.
- B. The contractor shall also use this meeting for the following minimum agenda:
 1. Construction schedule.
 2. Use of areas of the site
 3. Delivery and storage.
 4. Safety.
 5. Security.
 6. Cleaning up.
 7. Contractor procedures relating to:
 - a. Submittals.
 - b. Applications for payment.
 - c. Record documents.
- C. Attendees shall include:
 1. The Owner's Representatives
 2. The Contractor's Construction Manager.
 3. The Architect and any consultants.
 4. The General Contractor, their superintendents & Sub-Contractors.
 5. Others interested in the work.
- D. Owner's Representative

Mr. Ed McDonald - Director of Maintenance

**The Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park NJ 07712**

3.02 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the owner's regular operations will be going on or to which the owner requires access during the construction period, whether conducted by the owner or his customers, clientele, or the public.

- B. Contractors shall coordinate all work schedules with the owner.
- C. Limit access through occupied areas to those days and times which the owner approves.
- D. Provide separated access from the exterior to the construction area, without passing through occupied area, unless coordinated with the owner in advance.
- E. When the following must be modified, provide alternate facilities acceptable to the owner:
 - 1. Emergency means of egress.
 - 2. Entrances which must remain open.
 - 3. Utilities which must remain in operation.
 - 4. Informational signage.

3.03 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.
- B. Provide secure storage for materials for which the owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.

3.04 COORDINATION

- A. The General contractor shall coordinate his activities with the activities of other contractors.**
 - 1. Inform the owner when coordination of his work is required.
- B. Participate in progress meetings; report progress, changes required in schedules, and unresolved problems.
- C. Observe work for compliance with contract documents and notify the applicable contractor in writing of observed defects in the work.
- D. Coordinate maintenance of record documents.
- E. Assist the architect with final inspections.

END OF SECTION 011000

SECTION 012000 - ALTERNATES, ALLOWANCES AND UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Alternates:
 - a. N/A
 - 2. Allowances:
 - a. List of Allowances to be included in contract.
 - b. Procedures for using allowance amounts.
 - 3. Unit Prices:
 - a. See Unit Prices Below
- B. Related Sections:
 - 1. Applications for payment: Elsewhere in Division 1.
 - 2. Procedures for modifications to the contract: Elsewhere in Division 1.
 - 3. Contract closeout procedures: Elsewhere in Division 1.

1.02 ALTERNATES

- A. Addition Alternate GC#1 – HDPE or CIPP “Blown in” Liner System**
Bidder has option of one of the above systems

1.03 ALLOWANCE LIST

- A. Allowance GC-1 - General Allowance (To be included in the base bid of project)**
General Construction Allowance - \$10,000.00 - (Ten Thousand Dollars)

1.04 UNIT PRICES

Not Applicable

1.05 SUBMITTALS

- A. Supporting Data: With applications for payment covering allowance work submit executed modification to the contract.
 - 1. For variations in lump sum cost, include invoices showing actual cost.
- B. Supporting Data: With applications for payment covering unit price work submit substantiated measurement of quantity installed or executed.

1.06 CONTRACT CONSIDERATIONS

- A. Allowances & Unit Prices:

1. Include in the contract sum all allowances defined in the contract documents.
- B. Procedures for Modifications to the Contract: Procedures for submitting and handling modifications due to changes are specified elsewhere.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012000

SECTION 012200 - PAYMENT, MODIFICATION, AND COMPLETION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Payment procedures.
 - 2. Modification procedures.
 - 3. Completion procedures.
- B. Related Requirements Specified Elsewhere in the Project Manual:
 - 1. Progress payment dates and time limits.
 - 2. Retainage.

1.02 CONTRACT CONDITIONS

- A. See the conditions of the contract for additional requirements.
- B. No payment will be made for materials or equipment stored off site.
- C. **Payments will be withheld if the contractor fails to make dated submittals within the time periods specified.**

1.03 DEFINITIONS

- A. Change Proposal Request: Any written request from the owner or architect to the contractor for a quotation, price, or breakdown on a change proposed but not ordered.
- B. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the contract documents.
- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the contractor for the purpose of obtaining certification of substantial completion. This list is also referred to as a "punchlist."
- D. Modifications: Written amendments to the contract signed by both the owner and the contractor, change orders, construction change directives, and written orders for a minor change in the work issued by the architect.
- E. Substantial Completion: The time at which the work, or a portion of the work which the owner agrees to accept separately, is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose.
- F. Time and Material Work: Work which will be paid for on the basis of the actual cost of the work, including materials, labor, equipment, and other costs as defined elsewhere, as documented by detailed records. This basis is also referred to using the terms "cost-plus," "cost of the work," "force account," and similar terms.

1.04 SUBMITTALS

- A. Applications for Progress Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.

- B. Architect will establish deadline dates for submission of each month's Application for Progress Payments, at the first job progress meeting. These dates will be adhered to by the Contractor. Application for Progress payments received after the established dates, will be return to the contractor for resubmission at the next month's pay period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use HUD 51001 Periodic Estimate for Partial Payment Application and HUD 51000a Schedule of Amounts for Contract Payments, Certified Payroll Reports
- B. Preparation of Applications for Payment: Complete form entirely.
 - 1. Make current application consistent with previous applications, certificates for payment, and payments made.
 - 2. Provide digital pencil copy for first review prior to hard copies listed below.
 - 3. Base application on current schedule of values and contractor's construction schedule.
 - 4. Include amounts of modifications issued before the end of the construction period covered by the application.
 - 5. Include signature by person authorized by the contractor to sign legal documents.
 - 6. Notarize each copy once approved.
 - 7. Submit three (3) copies to the Architect, plus one (1) additional copy to the Architect's Consultants as required.
 - 8. Attach waivers of lien.
 - 9. Attach current, updated schedule of values.
 - 10. Attach Owner's Voucher form with each application for payment.
- C. Provide the following information with every application for payment which involves work completed on a time and material basis:
 - 1. Detailed records of work done, including:
 - a. Dates and times work was performed, and by whom.
 - b. Time records and wage rates paid.
 - c. Invoices and receipts for products.
 - 2. Provide similar detailed records for subcontracts.
- D. Transmit application for payment with a transmittal form itemizing supporting documents attached.
 - 1. Transmit to the Architect.
 - a. Plumbing and Gas Fitting Prime Contractor to transmit one (1) copy to the Architect's Mechanical Engineer.
 - b. Heating Ventilating and Air Conditioning Systems and Equipment Prime Contractor to transmit one (1) copy to the Architect's Mechanical Engineer.
 - c. Electrical Prime Contractor to transmit one (1) copy to the Architect's Electrical Engineer.
 - e. Architect's Consultants (Plumbing, Mechanical and Electrical) are noted on the title page of the Specifications Manual.

3.02 WAIVERS OF LIEN

- A. Submit, with each application for payment, waivers of lien from every entity who performed work during the period covered by the previous application for payment, and who may be legally entitled to file a mechanic's or other lien against the work.
- B. Waiver of Lien Forms: Use forms acceptable to the owner / provided by owner.

3.03 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received and approved by the Owner and Architect:
 - 1. Certificates of Insurance.
 - 2. Performance and Payment Bonds.
 - 3. Schedule of Values.
 - 4. List of subcontractors, principal suppliers, and fabricators.
 - 5. Contractor's Construction Schedule.
 - 6. Submittal Schedule.
 - 7. Quality control activities schedule.
 - 8. Schedule of Products.
 - 9. Unit Price Schedule.
 - 10. Names of the contractor's principal staff assigned to the project.
 - 11. Names of the contractor's principal consultants.
 - 12. Copies of building permits and other authorizations from governing authorities.
 - 13. First Progress Report.
 - 14. All submittals specified to occur prior to first application for payment or prior to first payment.

3.04 MODIFICATION PROCEDURES

- A. Designate a single individual authorized to receive change documents and who will be responsible for informing others of changes to the work.
- B. Changes in cost resulting from modifications shall include only those costs specified elsewhere in the contract documents.
- C. When requested in writing, the contractor shall provide sufficient information for evaluation of proposed changes within 10 working days.
- D. Provide the following information for every change proposal request:
 - 1. The amount of change in the contract sum, if any.
 - 2. The amount of change in the contract time, if any, with explanation.
 - 3. Cost breakdown, using schedule of values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the schedule of values.
 - 4. The period of time within which the proposed changes in contract sum or time will be valid.
 - 5. A statement describing the effect the change may have on the work of other prime contractors.
 - 6. Upon request, provide the following information:
 - a. Quantities and unit costs of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
- E. When changes are performed on a time and material basis, identify the applicable modification on the application for payment.
- F. Provide the following information with every claim for additional costs:

1. Origin and date of claim.
 2. Detailed records as specified for time and material work.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- G. The contractor may propose changes.
1. Do not use change order form.
 2. Provide the information required for change proposal requests.
 3. Describe reasons for change.
 4. Document proposed substitutions as specified elsewhere.

3.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Architect will perform **one (1) inspection** for substantial completion, upon request of the contractor.
1. **If the Architect is unable to issue the certificate of substantial completion because the work is not considered to be substantially complete, the contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.**
 2. Only one certificate of substantial completion will be issued, for the entire project.
- C. Do not submit request for inspection for substantial completion until the following activities and submittals have been completed:
1. Submit list of incomplete work ("Punchlist").
 2. Delivery of maintenance materials and tools.
 - a. Submit a copy of the transmittal to the Architect.
 3. Demonstration of all equipment and systems.
 - a. Submit a copy of the demonstration reports to the Architect.
 4. Instruction of the owner's personnel.
 - a. Submit a copy of the instruction reports to the Architect.
 5. Removal of temporary facilities.
 6. Changeover to permanent locking systems.
 - a. Submit copies of all keying records to the Architect.
 7. Final cleaning.
 8. The owner has been informed, in writing, of necessary procedures for changing over insurance coverages.
 - a. Submit copy of letter to the Architect.
 9. The owner has been informed of procedures for changing over operation, maintenance, security, etc., confirmed in writing.
 - a. Submit a copy of the confirmation letter to the Architect.
 10. The Owner has received occupancy and operating permits from authorities having jurisdiction.
 - a. Submit copies of all occupancy permits and operating permits to the Architect.

11. Submit copies of all startup reports.
 12. Submit copies of all final testing, adjusting, and balancing reports.
 13. Submit all specific warranties, required by the individual specifications sections.
 14. Submit all required maintenance agreements, as required by the individual specifications section.
 15. Submit all required operation and maintenance data.
 16. Submit all project record documents.
 - a. See specification section 01800 for specific requirements for submittal of project record documents.
 17. All activities and submittals specified to occur prior to substantial completion.
- D. Submit the following with application for payment at substantial completion:
1. Contractor's Affidavit of Release of Liens.
 2. Contractor's Affidavit of Payment of Debts and Claims.
 3. Meter readings of all utilities services for which the contractor has been paying.
 4. Final list of incomplete work ("Punchlist").
 5. Other data required by the contract documents.

3.06 FINAL COMPLETION PROCEDURES

- A. Request for final inspection and final application for payment may coincide.
- B. The Architect will perform **one (1) inspection** for final completion, upon request of the contractor.
1. Submit the following with request for inspection:
 - a. Previous inspection lists indicating completion of all items.
 - b. If any items cannot be completed, obtain prior approval of such delay.
 2. **If the Architect is unable to issue the certificate for final payment because the work is not complete, the contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.**
- C. Do not submit request for final inspection until the following activities have been completed:
1. Completion of all work, except those items agreed upon by the owner.
 2. Contractor has arranged for trash collection with County and or Local agencies.
 3. All activities specified to occur between substantial completion and final completion.
- D. Do not submit request for final inspection until the following submittals have been completed:
1. Submit Prevailing Wage Rate Affidavit.
 2. Submit Asbestos-Free Materials Statement.
 - a. Certification that no asbestos products nor asbestos contained products have been used on this project.
 3. Submit final meter readings for utilities and similar data as of the date of Substantial Completion or when the Owner took possession and or responsibility for corresponding elements of the work.
 4. All other outstanding specified submittals.
- E. Prior to application for final payment, furnish a written notarized certification, certifying that the Work is in conformance with applicable laws, ordinances, rules, regulations and lawful orders.

- F. Submit the following with the final application for payment:
1. Certified copy of the previous list of items to be completed or corrected, ("Punchlist") stating that each has been completed or otherwise resolved for acceptance.
 2. Updated final statement, accounting for final changes to the contract sum, including copies of all approved change orders.
 3. Consent of Surety to Final Payment.
 - a. The Contractor shall file with the Owner, as a condition of final acceptance, a statement from the Surety of his Performance Bond and Payment Bond that the Surety is satisfied that all claims for labor and material supplied under his contract have been satisfactorily settled.
 4. Final Liquidated Damages Statement, acceptable to Owner.
 5. Meter readings of all utilities services for which the contractor has been paying after substantial completion.
 6. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
 7. Description of any unsettled claims.
 8. Certification that insurance coverage has been maintained throughout the length of the entire project, from Notice to Proceed to Final Closeout.
 9. Certificates of insurance for all coverages specified to commence at final completion, if required.
 10. Maintenance Bond in ten (10%) percent of the contract sum (for one year from date of Substantial Completion).
 11. Change-over of permanent locks and delivery of keys to the Owner, if applicable.
 12. Other data required by the contract documents.

END OF SECTION 012200

SECTION 012500 - PROGRESS DOCUMENTATION AND PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Progress documentation requirements:
 - a. Preliminary demolition schedule.
 - b. Contractor's demolition & construction schedule.
 - c. Progress reports.
 - d. Progress photographs.
 - 2. Progress procedures:
 - a. Progress meetings if needed.
- B. Contract time is indicated elsewhere.
- C. Related Sections:
 - 1. Applications for payment: Elsewhere in Division 1.
 - 2. Coordination meetings: Elsewhere in Division 1.
 - 3. Preconstruction meeting: Elsewhere in Division 1.
 - 4. Schedule of values: Elsewhere in Division 1.
 - 5. Submittal schedule: Elsewhere in Division 1.
 - 6. Quality control activities schedule: Elsewhere in Division 1.
 - 7. Milestone Dates and Events: Elsewhere in Division 1.

1.02 SUBMITTALS

- A. Preliminary demolition & construction schedule.
 - 1. Submit within 7 days after notice to proceed.
- B. Contractor's demolition & construction schedule.
 - 1. Submit before second project meeting, or as directed by the Architect .
 - 2. Submit revised schedule with application for payment.
- C. PDF Daily construction progress reports: Submit every week.
- D. PDF Progress Reports: Submit with each application for payment if needed.
- E. Digital Progress Photographs: Submit with each application for payment.
- F. PDF Minutes of progress meetings if applicable

1.03 FORM OF SUBMITTALS

- A. Schedules - General:

1. Provide legend of symbols and abbreviations for each schedule.
 2. Use the same terminology as that used in the contract documents.
 3. Provide digital copies via PDF of all submittals
- C. Reports - General:
1. Provide pdf's of any construction & remediation information
- D. Photographs: Digital
1. Provide weekly photos of remediation & construction

1.04 COORDINATION

- A. The General Work Contractor, Contract No.1 is responsible for coordinating all prime Contractor's schedules.
- B. Each Prime Contractor responsible for coordinating reporting with other contractors.
- C. In preparation of schedules, take into account the time allowed or required for the housing authority administrative procedures.
- D. Notify entity responsible for coordination of schedules promptly when problems are anticipated in meeting schedule dates.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY CONSTRUCTION SCHEDULE

- A. The General Work Contractor, Contract No.1, shall prepare and submit preliminary demolition & construction schedule:
 1. All prime Contractors submit their schedules to the General Work Contractor in time for incorporation into the preliminary construction schedule.
 2. Submit digital copies to all other prime contractors.
- B. Provide preliminary demolition schedule in the form of bar charts or network analysis diagrams:
 1. Show activities of construction in detail;
 2. Show completion of the work in advance of the date established for substantial completion.
 3. Include dates and description of all submittals required during construction.
 - a. Include those required by the construction schedule.
 - b. Submittal dates may be provided in a separate list rather than on the schedule.
 4. The Architect will notify the Contractors if schedule is not satisfactory; revise and resubmit.
 - a. Resubmit within 3 days.

3.02 CONTRACTOR'S DEMOLITION & CONSTRUCTION SCHEDULE

- A. The General Construction Work Contractor, Contract No.1 shall prepare and submit a complete construction schedule:
 - 1. Obtain and incorporate schedules of all other prime Contractors.
 - 2. Base any demolition schedule on preliminary construction schedule, with adjustments due to changes since start of work.

- B. Provide demolition & construction schedule:
 - 1. Show each prime Contractor work and the activities of all prime contractors.
 - 2. Use the same items of work as shown in the schedule of values.
 - 3. Where related activities must be performed in sequence, show relationship graphically.
 - 4. Indicate activities separately for:
 - a. Each Unit
 - b. Exterior and/or Interior Alterations.
 - 5. Incorporate the submittal schedule specified elsewhere.
 - 6. Incorporate the quality control activities schedule specified elsewhere.
 - 7. Show dates of:
 - a. Each activity that influences the construction time.
 - b. Occupancy of public property and obstruction of the public way.
 - c. Preconstruction meeting.
 - d. Specified pre-installation meetings.
 - e. Quality control activities which involve long lead time or long elapsed time.
 - f. Ordering dates for products requiring long lead time.
 - g. All submittals required.
 - h. Completion of mechanical work.
 - i. Completion of electrical work.
 - j. Completion of Plumbing Work
 - m. Substantial and final completion, with time frames for the Architect's completion procedures.
 - 8. Show dates required for:
 - a. Delivery of Owner-furnished products.
 - b. Selection of products to be furnished under an allowance.
 - c. Approval of mock-ups required for approval of products.
 - 9. In developing the schedule take into account:
 - a. Phased completion if agreed upon.
 - b. Work under other contracts.
 - c. Work by Owner.
 - d. Continued occupancy.
 - e. Interruption of services to occupied facilities.
 - f. Occupancy by Owner prior to substantial completion.
 - g. Site limitations.
 - h. Provisions made for future work.
 - I. Weather, including seasonal changes.
 - J. Need for temporary heating, ventilating, or air-conditioning.
 - 10. Include the following supporting report(s):

- a. Data summary.
 - b. Critical path summary as needed.
 - c. Cost summary as needed.
- C. The Architect will notify the Contractor if schedule is not satisfactory; revise and resubmit.
 - 1. Resubmit within (7) days unless otherwise directed by the Architect.
- D. The General Construction Work Contractor shall provide digital copies of schedule and distribute to the Architect, to the Owner, to all prime Contractors, and to other entities whose work will be influenced by schedule dates.
 - 1. Each prime Contractor shall make digital copies to his subcontractors, suppliers, and other parties.
 - 2. Hang a copy of the schedule up in each field office or meeting room.
- E. The General Construction Work Contractor shall update the schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which applications for payment are made.
 - 1. Indicate changes made since last issue; show actual dates for activities completed.
 - 2. Submit updated schedule with application for payment.
 - 3. Issue updated schedule with report of meeting at which revisions are made.
 - 4. Issue updated schedule in same manner as original schedule.
 - 5. Include the same supporting reports as for original schedule.
 - 6. Updating of Schedule: The General Construction Work Contractor, Contract No.1 will be required to update the Schedule at intervals not less than those at which applications for than those at which applications for payment are made. All original supporting reports will be required. If any additional information not originally asked for or not applicable to the original submission is required, Specifier will need to describe that information.

3.03 PROGRESS REPORTS

- A. Daily Construction Logs: Every day, the General Construction Work Contractor shall record the following information concerning events at the site:
 - 1. Weather conditions; high and low temperatures.
 - 2. Approximate number of persons at the site.
 - 3. Names of prime Contractors at site.
 - 4. Visitors to the site.
 - 5. All information required of each prime Contractor.
- B. Daily Construction Logs: Every day, each prime Contractor shall record the following information concerning events at the site:
 - 1. Modifications to the contract received; modifications implemented.
 - 2. Changes in occupancy.
 - 3. Delays; reasons for delay.
 - 4. Emergencies and accidents.
 - 5. Equipment and system start-ups and tests.
 - 6. Field quality control activities conducted.
 - 7. Instrument and meter readings.
 - 8. Losses of material and property.
 - 9. Meetings held and significant decisions made there.
 - 10. Names of subcontractors at site.
 - 11. Special reports made.
 - 12. Orders and requests of representatives of governing authorities.

13. Unusual events.
 14. Utility service disconnections and connections.
- C. Progress Reports: The General Construction Work Contractor shall prepare a narrative report describing the general state of completion of the work and describing in detail the following:
1. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
 2. Actual and potential problems.
 3. Status of change order work.
 4. Effect of delays, problems, and changes on the schedules of other prime contractors.
 5. Outstanding change proposal requests.
 6. Status of corrective work ordered by the Architect.
- D. Progress Photographs: Contractors shall take and submit progress photographs:
1. Take photos of site before start of construction.
 2. Take a minimum of 12 photos for each submission.
 3. Take photos not more than one week prior to submittal of application for payment.
 4. Take photos from positions chosen to show the current status of completion and progress since previous photos were taken.
 - a. Select 2 views which will show overall status during entire construction period; take photographs of these views each time.

3.04 PROGRESS MEETINGS

- A. The General Construction Work Contractor shall schedule and conduct periodic progress meetings during the construction period, prepare and distribute agenda, and record and distribute minutes.
1. Have meetings bi-weekly or as directed by the Architect / Owner.
 2. Notify the Architect and the Owner at least one week in advance of date of meeting; the Architect and the Owner may attend.
- B. The following are required to attend:
1. All prime Contractors.
 2. All prime Contractors' superintendents.
 3. Major subcontractors and suppliers.
 4. Others who have an interest in the agenda.
- C. Prepare and distribute agenda prior to meetings; cover the following topics when applicable:
1. Review minutes of previous meeting.
 2. Status of submittals and impending submittals.
 3. Off-site fabrication and delivery schedules.
 4. Actual progress of activities in relation to the schedule.
 5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
 6. Actual and potential problems.
 7. Status of change order work.
 8. Effect of proposed changes on schedule and coordination.
 9. Effect of delays, problems, and changes on the schedules of all prime Contractors.
 10. Status of corrective work ordered by the Architect.
 11. Progress expected to be made during the next period.

- D. Record minutes and distribute copies within 5 days to the Architect, to the Owner, to all participants, and to all entities affected by decisions made.

END OF SECTION 012500

**Trash Chute Liners and Access Doors
Various Sites in Asbury Park, NJ. 07712**

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 013 00 "Or Equal" Substitution Procedures for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

**Trash Chute Liners and Access Doors
Various Sites in Asbury Park, NJ. 07712**

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract Documents, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

- C. Contractor Responsibilities: Contractor shall compensate the Architects and/or his consultants at a cost of \$250.00 per hour for all re-designs. Contractor shall not be required to compensate the Architect and/or his consultants if a re-design is required because of a latent or changed condition.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

- B. Unit-Price Adjustment: See Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

**Trash Chute Liners and Access Doors
Various Sites in Asbury Park, NJ. 07712**

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013000 - SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Preparing and processing of submittals for review and action.
 2. Preparing and processing of informational submittals.
- B. Submit the following for the architect's review and action via digital format:
1. Shop drawings.
 2. Product data.
 3. Samples.
 4. **Submittals for which procedures are not defined elsewhere.**
- C. Submit the following as informational submittals:
1. Certificates.
 2. Coordination drawings.
 3. Reports.
 4. Qualification statements for manufacturers/installers.
- D. Specific submittals are described in individual sections.
1. Provide other information required by Division 15 for mechanical work.
 2. Provide other information required by Division 16 for electrical work.
- E. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.**
- F. Do not allow submittals without an acceptable action marking to be used for the project.
- G. Submit all submittals to the Architect.**
1. Contractor to allow for adequate time for mailing; failure of the Contractor in this respect will not be considered as grounds for an extension of the contract time.
- H. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.**
- I. Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified elsewhere.**
- J. Related Sections: The following are specified elsewhere in Division 1:
1. Payment, modification, and completion submittals.
 - a. Applications for payment.
 - b. Schedule of values.
 - c. Change proposals.
 2. Progress of work submittals:
 - a. Contractor's construction schedules.

- b. Progress reports.
- c. Progress photographs.
- 3. Quality control submittals:
 - a. Inspection reports.
 - b. Test reports.
- 4. Product submittals:
 - a. Product option submittals.
 - b. Requests for substitution.
 - c. Operating and maintenance data.
 - d. Warranties.
 - e. Maintenance materials and tools.
- 5. Contract closeout submittals:
 - a. Equipment and systems demonstration reports.
 - b. Request for determination of substantial completion.
 - c. Certificate of occupancy.
 - d. Project record documents.
 - e. Bonds.
- 6. Other administrative submittals:
 - a. Survey data.
 - b. Layout data.

1.02 DEFINITIONS

- A. Shop Drawings: See General Conditions.
 - 1. Shop drawings also include:
 - a. Product data specifically prepared for this project.
 - b. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the work.
- B. Product Data: See General Conditions.
 - 1. Product data submittals also include:
 - a. Performance curves, when issued by the manufacturer for all products of that type.
 - b. Selection data showing standard colors.
 - c. Wiring diagrams, when standard for all products of that type.
- C. Samples: See General Conditions.
- D. Informational Submittals: Submittals identified in the contract documents as to be submitted for information only.

1.03 FORM OF SUBMITTALS

- A. Sheet Size Digital Format:
 - 1. Minimum: 8 1/2 inches by 11 inches.
 - 2. Maximum: 36 inches by 48 inches.

3. Exception: Full size pattern or template drawings.

B. Number of Copies:

1. **Submittals for Review: 1 digital copy for distribution**

2. **Informational Submittals: 1 digital copy for distribution**

C. Samples: 3 sets of each.

1. **1 set will be returned. 1 for architect & 1 for owner**

D. If additional items are needed by other entities involved in work represented by the samples, submit with original submittal, and mark accordingly.

E. Provide additional copies, if required for operating and maintenance data, marked to indicate their purpose.

F. Provide additional copies for project record documents as requested.

G. Copies in excess of the number requested will not be returned, unless they are marked to indicate their purpose.

1.04 COORDINATION OF SUBMITTALS

A. Coordinate submittals and activities that must be performed in sequence, so that the architect has enough information to properly review the submittals.

B. Coordinate submittals of different types for the same product or system so that the architect has enough information to properly review each submittal.

1. Contractor to be responsible for coordination of submittals from his/her different subcontractors to provide a complete system for review by the Architect.

C. Coordinate submittals for products requiring color selections. Submit together with sufficient time for Architect to review and make the required color selections.

1. Floor, wall, ceiling finish materials, cabinetry, and any product required to receive a color selection to be color coordinated with the color selections of the room are to be submitted within the same time period.

2. The Architect will make the final decision as to whether a product is necessary in the color selection scheme of the area in question.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TIMING OF SUBMITTALS

A. Schedule of Submittals:

1. Prepare and submit for approval a schedule showing the required dates of submittal of all required submittals.

2. Organize the schedule by the applicable specification section number.

3. Submit Schedule of Submittals within ten (10) working days after "Notice to Proceed."

4. Revise and resubmit the schedule for approval when requested.

- B. Transmit each submittal at or before the time indicated on the approved schedule of submittals.
- C. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the contractor in this respect will not be considered as grounds for an extension of the contract time.
- D. Deliver each informational submittal prior to start of the work involved, unless the submittal is of a type which cannot be prepared until after completion of the work; submit promptly.
- E. If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.
- F. **Allow a minimum of 10 working days for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals.**
- G. **Allow a minimum of 5 working days for processing of resubmittals.**
- H. If a submittal must be delayed for coordination with other submittals not yet submitted, the architect may at his option either return the submittal with no action or notify the contractor of the other submittals which must be received before the submittal can be reviewed.
- I. **All required submittals must be completely and properly submitted to the Architect within 30 calendar days from "Notice to proceed". Failure to make submittals within this time period shall constitute a delay by the responsible contractor, and may cause for Liquidated Damages as defined in other sections of these contract documents.**

3.02 SUBMITTAL PROCEDURES – GENERAL - Digital Copies Only

- A. **Contractor Review: Contract to sign each copy of each submittal certifying compliance with the requirements of the contract documents.**
- B. Notify the Architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.
- C. Preparation of Submittals:
 - 1. Label each copy of each submittal, with the following information:
 - a. Project name.
 - b. Date of submittal.
 - c. Contractor's name and address.
 - d. Architect's name and address.
 - e. Construction Manager's name & address
 - f. Subcontractor's name and address.
 - g. Supplier's name and address.
 - h. Manufacturer's name.
 - i. Specification section where the submittal is specified.
 - j. Numbers of applicable drawings and details.
 - k. Other necessary identifying information.
 - 2. Pack submittals suitably for shipment.
 - 3. Submittals to receive Architect's action marking: Provide blank space on the label or on the submittal itself for action marking; minimum 4 inches wide by 5 inches high.
- D. Transmittal of Submittals:
 - 1. **Submittals will be accepted from the general contractor ONLY. Submittals received from**

- other entities will be returned without review or action.**
2. Submittals received without a transmittal form will be returned without review or action.
 3. Transmittal form: Use AIA G810.
 - a. Any form acceptable to the Architect, obtain approval prior to submittal.
 - b. The contractor's certification signature.
 4. **Fill out a separate transmittal form for each submittal; also include the following:**
 - a. Other relevant information.
 - b. Requests for additional information.

3.03 SHOP DRAWINGS – Digital Copies Only

- A. Content: Include the following information:
 1. Dimensions, at accurate scale.
 2. All field measurements that have been taken, at accurate scale.
 3. Names of specific products and materials used.
 4. Details, identified by contract document sheet and detail numbers.
 5. Show compliance with the specific standards referenced.
 6. Coordination requirements; show relationship to adjacent or critical work.
 7. Name of preparing firm.
- B. Preparation:
 1. **Reproductions of contract documents are not acceptable as shop drawings.**
 2. Identify as indicated for all submittals.
 3. Space for architect's action marking shall be adjacent to the title block.

3.04 PRODUCT DATA - Digital Copies Only

- A. Submit all product data submittals for each system or unit of work as one submittal.
- B. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.
- C. Content:
 1. Submit manufacturer's standard printed data sheets.
 2. Identify the particular product being submitted; submit only pertinent pages.
 3. Show compliance with properties specified.
 4. Identify which options and accessories are applicable.
 5. Include recommendations for application and use.
 6. Show compliance with the specific standards referenced.
 7. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
 8. Identify dimensions which have been verified by field measurement.
 9. Show special coordination requirements for the product.

3.05 SAMPLES

- A. Samples:
 1. Provide samples that are the same as proposed product.
 2. Where unavoidable variations must be expected, submit "range" samples, minimum of three (3) units, and describe or identify variations among units of each set.
 3. Where selection is required, provide full set of **all options**.

- a. **"All options"**, means both standard and custom selections.
 4. Where products are to match a sample prepared by other entities, prepare sample to match.
- B. Preparation:
1. Attach a description to each sample.
 2. Attach name of manufacturer or source to each sample.
 3. Where compliance with specified properties is required, attach documentation showing compliance.
 4. Where there are limitations in availability, delivery, or other similar characteristics, attach description of such limitations.
 5. Where samples are specified to be returned for installation in the work, indicate such requirement on transmittal form.
 6. Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.
- C. Keep final sample set(s) at the project site, available for use during progress of the work.

3.06 WARRANTIES - Digital Copies Only

- A. Submit to the Architect certified copies of all guarantees and warranties required by the Contract Documents.

3.07 REVIEW OF SUBMITTALS

- A. Submittals for approval will be reviewed, marked with appropriate action, and returned.
- B. Informational submittals: Submittals will be reviewed.

3.08 RETURN, RESUBMITTAL, AND DISTRIBUTION

- A. Submittals will be returned to the contractor by email.
- B. Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the Architect.
- C. Distribution:
 1. Distribute returned submittals to all subcontractors and suppliers involved in work covered by the submittal.
 2. Distribute to each prime contractor.
 3. Record distribution on transmittal form with copy to the architect.

END OF SECTION 013300

SECTION 014000 - QUALITY CONTROL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. General quality control activities.
 - 2. Procedures for the following:
 - a. Preparation and maintenance of schedule of quality control activities.
 - b. Testing and evaluation of test results.
 - c. Inspections.
 - 3. Procedures for quality control activities performed by:
 - a. Public authorities having jurisdiction.
 - b. Architect.
 - c. Construction Manager
 - d. Independent testing agencies.
 - e. Contractors.
 - f. Manufacturers' representatives.
 - 4. Procedures for submittal of quality control documentation.
- B. Quality control activities required are specified in other sections.
- C. See General Conditions for additional requirements for testing, inspections, and approvals.
- D. The cost of quality control activities specified to be paid for by the owner is not to be included in the contract sum.
- E. Related Sections:
 - 1. Alternates if applicable: Elsewhere in Division 1.
 - 2. Contractor's construction schedule: Elsewhere in Division 1.
 - 3. Submittal procedures: Elsewhere in Division 1.

1.02 CONTRACT CONDITIONS

- A. Independent testing agencies, whether employed by the owner or the contractor, may not change the requirements of the contract documents and may not approve any portion of the work.
- B. Employment of testing agencies, by the contractor or the owner, shall not relieve the contractor of his obligation to perform the work in accordance with the contract documents.

1.03 DEFINITIONS

- A. Certificate: A written statement that a portion of the work as accomplished or a particular product conforms to the requirements of the contract documents.
- B. Owner's Testing Agency: Any independent testing and inspection agency employed by the owner to perform certain quality control activities.

1.04 REFERENCE STANDARDS

- A. ASTM E 699-79 -- Standard Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E-6

1.05 SUBMITTALS

- A. Schedule of Quality Control Activities:
 - 1. Submit as part of the contractor's construction schedule.
 - 2. Revise as required by the owner, to coordinate with the owner's testing agency activities.
 - 3. Distribute to:
 - a. The Owner & Construction Manager.
 - b. The Architect.
 - c. Each entity performing work for which quality control activities are specified.

- B. Reports: Provide digital copies of reports.
 - 1. Unless otherwise indicated, submit for review by the architect.
 - 2. Submit reports within 2 weeks after execution of quality control activity, but not later than the date of application for payment for the work to which the quality control activity relates.
 - 3. Reports shall be prepared by the entity performing the quality control activity.
 - 4. Submit copies directly to governing authorities when so directed.
 - 5. When the contractor employs an independent testing agency, submit copies directly to the Architect.
 - 6. Include the following information in all types of reports:
 - a. Date of report.
 - b. Project name (and number, if applicable).
 - c. Description of the quality control activity.
 - d. Name, address, and telephone number of entity performing activity.
 - e. Date quality control activity was performed.
 - f. Specification section(s) involved.
 - g. Basis for evaluation (test method, etc.).
 - h. Results or conclusions, including evaluations and interpretations.
 - i. Title, name, and signature of person performing activity.

 - 7. Include the following information in all test reports:
 - a. Locations from which samples were taken, if any.
 - b. Ambient conditions at time of activity.
 - c. Recommendations for retesting, if any.

- C. Certificates: Submit for information only, unless otherwise indicated.
 - 1. Certificates shall be signed by the product manufacturer, unless otherwise specified or not applicable.
 - 2. Include the following information:
 - a. Date of certificate.
 - b. Project name (and number, if applicable).
 - c. Description of the product or system certified.
 - d. Specification section(s) involved.

 - e. When actual materials to be used are to be certified, include lot identification markings, destination or shipment, and quantity in shipment.
 - f. Title, name, and signature of person authorized to make certification.

1.06 QUALITY ASSURANCE

- A. Qualifications of Testing and Inspection Personnel:
 - 1. As indicated in individual sections.
 - 2. Independent Testing Agency Qualifications: When employed by the contractor:
 - a. A firm independent from the contractor's organization.
 - b. Having experience in the testing specified, and having the capability to conduct satisfactorily the testing specified without delaying the progress of the work, as shown by information supplied as required by ASTM E 699.
 - c. Approved by the Architect.
 - d. Authorized to conduct business in the state in which the project is located.
 - 3. Do not employ the same testing agency the owner has employed for testing or inspecting the same portion of the work (if any), unless otherwise agreed upon in writing.
- B. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) standards or to accepted values of natural physical constants.

1.07 SEQUENCING AND SCHEDULING

- A. Prepare a schedule of quality control activities required.
 - 1. Include activities of the owner's testing agencies.
 - 2. Provide the following information for each activity:
 - a. Specification section number.
 - b. Description of the activity.
 - c. Identification of test or inspection methods.
 - d. Enumeration of results required.
 - e. Number of tests required.
 - f. Number and type of samples to be taken, if any.
 - g. Starting time of activity.
 - h. The date that the work will be ready for the owner's testing agency access.
 - i. Elapsed time required for activity.
 - j. Entity responsible.
 - k. Special requirements for activity.
- B. Coordinate quality control activities to avoid delay and to make it unnecessary to uncover work for testing or inspection.
- C. Notify the owner's testing agencies 2 weeks prior to commencement or completion of work which is to be tested or inspected, whichever is applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide work of the specified quality; where quality level is not indicated, provide work of quality customary in similar types of work.
 - 1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.

2. Where two or more quality provisions of the contract documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the architect before proceeding.
 3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the owner (other criteria may make excessive quality undesirable).
- B. Control products, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality.
 - C. Comply with manufacturers' instructions and recommendations.
 1. Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
 2. When manufacturers' instructions and recommendations conflict with the contract documents, obtain clarification from the architect before proceeding.
 - D. Use installers who are capable of producing work of the specified quality.
 - E. Each prime contractor shall perform all specified quality control activities related to his work unless indicated to be performed by other entities.

3.02 TESTING

- A. Perform tests specified.
- B. When results of tests are unsatisfactory, make whatever changes or repairs are necessary and retest.
- C. Submit written report of each original test and of each retest.

3.03 INSPECTING

- A. Perform inspections specified.
- B. When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and re-inspect.
- C. Submit written report of each original inspection and each re-inspection.

3.04 PROTECTION AND REPAIR

- A. When work is uncovered during quality control activities, provide protection from damage.
- B. Correct work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the work.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Temporary utilities.
2. Temporary construction.
3. Protective facilities.
4. Employee facilities.
5. Administrative facilities.
6. Temporary services.

B. Enumeration of Temporary Facilities and Services:

1. **General Construction Work Contractor** shall provide, be responsible and pay for the following, as specified in this section, for the use of all contractors and subcontractors:
 - a. Employee parking facilities.
 - b. Existing property protection.
 - c. Fire protection facilities, other than piped utilities.
 - d. Fire protection services.
 - e. Other employee protection facilities required by law.
 - f. Project identification sign(s).
 - g. Public protective facilities required by law.
3. Waste disposal service.
4. **Contractor** shall provide and pay for the following, as specified in this section, for the use of all contractors and subcontractors:
 - a. Electrical service & extension cords.
 1. Include electric service usage charges.
 - b. Sanitary Services & Water Usage
5. Each contractor shall provide all other facilities and services required to accomplish his work.

C. Related Sections:

1. Construction use of permanent elevators: Division 1
2. Access to site: Elsewhere in Division 1.
3. Regulatory requirements: Elsewhere in Division 1.
4. Storage and protection of materials and equipment: Elsewhere in Division 1.

1.02 REFERENCES

- A. FM P7825 -- Approval Guide; Factory Mutual System;
- B. NEMA WD 6 -- Wiring Devices--Dimensional Requirements; National Electrical Manufacturers

Association

1.03 DEFINITIONS

- A. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the work but which are not incorporated into the finished work.
- B. Temporary Utilities: A type of temporary facility; primary sources of electric power, water, natural gas supply, etc., obtained from public utilities, other main distribution systems, or temporary sources constructed for the project, but not including the fixtures and equipment served.
- C. Temporary Services: Activities required during construction which do not directly accomplish the work.

1.04 SUBMITTALS

- A. Reports of inspections, tests, and approvals for the installation and use of construction facilities, which are made or given by public authorities.
- B. Copies of permits required by public authorities.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of governing authorities, as to type, quantity, location, and use of temporary facilities.
- B. Comply with requirements of governing authorities, as to type and frequency of temporary services.
- C. Comply with requirements of public utilities affected.

1.06 PROJECT CONDITIONS

- A. Obtain easements where required.
- B. Coordinate scheduling of the implementation and termination of temporary facilities and services with all other contractors affected.
- C. Use of permanent facilities prior to substantial completion is subject to the owner's approval and conditions.
 - 1. Each permanent facility used for construction purposes shall be operated, maintained, and protected during such use by the original installer.
 - 2. Specified warranties shall not be reduced or voided by temporary use.

1.07 SEQUENCING AND SCHEDULING

- A. Maintain required facilities until not needed or until shortly before substantial completion; remove facilities before substantial completion.
 - 1. Exception: Where use of permanent facilities is allowed.
- B. Change over to use of permanent facilities, when applicable, as soon as possible, except when use of permanent facilities is not allowed.

PART 2 - PRODUCTS

2.01 MATERIALS

TEMPORARY FACILITIES AND CONTROLS

015000-2

- A. General: Provide materials which are both suitable for the use and durable enough to withstand the use and abuse to be expected.
- B. Temporary Heating Units: UL or FM labeled for the fuel used; do not use gasoline-burning, open burning, or solid fuel heaters or salamanders.
 - 1. Use equipment that is known to be safe and that will not damage work in progress.

2.02 TEMPORARY UTILITIES

- A. Temporary Power: (See 3.05)
 - 1. Provide electricity adequate for demand of construction operations. Include electric service usage charges that are incurred by the owner.
 - a. Electrical service & extension cords.

2.03 PROTECTIVE FACILITIES

- A. Fire Protection Facilities: Provide at least the temporary facilities required by the authorities having jurisdiction.
 - 1. Provide Fire extinguishers for the project. Fire extinguishers building shall not be used during construction.
 - 2. Reinstate facilities into operation as soon as possible.
- B. Existing Property Protection: Provide fixed barriers to prevent damage due to construction machinery, vehicles, and adjacent work; provide for:

2.04 EMPLOYEE FACILITIES

- A. Existing lighting to be used. If additional lighting required, provide at least the lighting required by law; two (2) watts per square foot minimum. Other required special lighting to be provided by each prime contractor.

2.06 TEMPORARY CONSTRUCTION

- A. Temperature Control and Ventilation Facilities: Provide adequate facilities:
 - 1. To provide proper conditions for installation.
 - 2. For drying and curing of completed work.
 - 3. For protection from deterioration due to high or low temperatures and humidity's.
 - 4. To provide suitable working conditions
 - 5. Permanent equipment and facilities may be used.
- B. Temporary Enclosures for Mold & Remediation Resistance: When building separation walls is not yet complete but interior tenant units may be exposed provide temporary enclosures adequate to keep out weather.

PART 3 - EXECUTION

3.01 GENERAL

- A. Cooperate with owner if temporary facilities will be required.

3.02 TEMPORARY SERVICES

- A. Waste Disposal Service: Provide contracted removal service at regular intervals.
 - 1. Remove waste at least once a week.
 - 2. When temperature exceeds or is expected to exceed 80 degrees F, remove at least twice a week.
 - 3. Provide waste collection containers for use of all contractors.
- B. Dust Control Services: Keep down dust on roads regularly.

3.03 TERMINATION AND REMOVAL

- A. Permanent Facilities Used during Construction: Clean; replace parts that are worn in excess of that expected during normal usage

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. General product requirements, including:
 - a. General specification requirements for all products.
 - b. Product options.
 - c. Procedures for substitution requests.
 - d. General requirements and procedures for maintenance materials and tools.
2. General requirements for product documentation, including:
 - a. Requirements and procedures for schedule of products.
 - b. General requirements for operation and maintenance data.
 - c. General requirements for warranties.
3. General procedures for products including:
 - a. Procedures for transportation and handling.
 - b. Procedures for delivery and receiving.
 - c. Procedures for storage.

B. Related Sections:

1. Submittal transmission, handling, and action procedures: Elsewhere in Division 1.
2. General installation procedures: Elsewhere in Division 1.
3. Project record documents: Elsewhere in Division 1.

1.02 DEFINITIONS

- A. Damage: Any sort of deterioration whether due to mold / moisture, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

1.03 SUBMITTALS

- A. Schedule of Products: Submit for approval.
- B. Final Schedule of Products: Submit for project record.
- C. Operation and Maintenance Data: Submit for information only.
- D. Warranties: Submit for project record.
- E. Receipts for maintenance materials and tools.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.
- B. Do not use products removed from existing construction, unless specifically permitted by the contract documents or approved by the owner.

2.02 MAINTENANCE MATERIALS AND TOOLS

- A. Maintenance Materials: Parts and materials for repair and maintenance; specific items required are specified in product sections.
 - 1. Provide products and tools which are identical to those used in the work; if necessary to obtain identical items, order at the same time as products to be installed or tools to be used in the work.
- B. Package appropriately and label to show type and quantity of contents.
- C. Deliver, handle, and store in the same manner as products to be installed.
- D. Do not turn over to the owner until date of substantial completion, unless otherwise approved by the owner.
- E. Deliver to the owner; unload.
- F. Obtain receipt prior to final payment.

PART 3 - EXECUTION

3.01 PRODUCT OPTIONS

- A. It is the contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
 - 1. Where visual matching to an established physical sample is required, **the Architect's decision will be final.**
- B. Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents.**
- C. Where the specification is silent on whether substitutions will be considered, substitutions will not be considered.
- D. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.
- E. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- F. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the owner or architect as defined in the contract documents.
- G. Products Specified by Description: Use any product meeting the specification.
- H. Products Specified by Performance Requirements: Use any product meeting the specification.
- I. Products Specified to Match a Physical Sample: Use any product that matches; obtain the architect's approval.
- J. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- K. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are

Not Allowed: Provide one of the products listed.

- L. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any brand-name product that is not listed.
- M. Products Specified by Listing Manufacturer(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide a product meeting the specification and made by one of the manufacturers listed.
- N. Products Specified by Listing Manufacturer(s) Accompanied by Language Specifically Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any manufacturer not listed.
- O. Language indicating that substitutions are **not** allowed includes:
 - 1. "Provide one of the following products."
 - 2. "Provide products made by one of the manufacturers listed."
 - 3. "Provide products complying with the contract documents and made by one of the following."
 - 4. "No substitutions."
 - 5. Other similar language.
- P. Language indicating that substitutions are allowed includes:
 - 1. Substitutions will be considered.
 - 2. ". . . will be among those considered acceptable."
 - 3. Other similar language.

3.02 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

- A. Substitutions will be considered within **30** calendar days after the award of the contract; subsequent requests will be considered only when, through no fault of the contractor, none of the specified products is available.
- B. The contractor will be notified in writing within a reasonable time; verbal acceptance will not be valid.
- C. Acceptable substitutions will be added to the contract documents by appropriate modification.

3.03 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the contractor that he:
 - 1. Has investigated the proposed product and determined that it is equal to or better than the specified product.
 - 2. Will provide the same warranty for the proposed product as for the specified product.
 - 3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
 - a. Redesign.
 - b. Additional components and capacity required by other work affected by the change.
 - 4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
 - 5. Will reimburse the owner for additional costs for evaluation of the substitution request, redesign if required, and re-approval by authorities having jurisdiction if required.
 - 6. Will reimburse the Owner for additional costs related to modifications to all other trades resulting from substitutions of systems or equipment from that specified.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.

- C. **Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.**
- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
 - 1. Submit request to the architect.
 - 2. Submit 3 copies of each request and accompanying data.
 - 3. Submit all requests on a standard form.
 - 4. Only one request for substitution will be considered for each product.
- F. Data Required with Substitution Request: Provide at least the following data:
 - 1. Identify product by specification section and paragraph number.
 - 2. Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
 - 3. Complete product data.
 - 4. A list of other projects on which the proposed product has been used, with project name, the design professional's name, and owner contact.
 - 5. An itemized comparison of the proposed product to the specified product, based upon the cited requirements of the individual specification sections.
 - 6. Net amount of change to the contract sum.
 - 7. List of maintenance services and replacement materials available.
 - 8. Statement of the effect of the substitution on the construction schedule.
 - 9. Description of changes that will be required in other work or products if the substitute product is approved.
- G. The Architect will determine acceptability of the proposed substitution.
- H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

3.04 SCHEDULE OF PRODUCTS

- A. Prepare a complete schedule of products used, including the following for each product:
 - 1. Manufacturer's name.
 - 2. Brand or trade name.
 - 3. Model number, if applicable.
 - 4. Reference standard, if more than one is applicable.
 - 5. Arrange products in the schedule by specification sections; indicate paragraph where specified.
- B. Prepare and submit a preliminary schedule within 10 working days after award of contract; resubmit when revised; submit final schedule prior to final payment.
- C. Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

3.05 OPERATION AND MAINTENANCE DATA

- A. Provide operation and maintenance data as specified in individual product sections.
 - 1. Provide data sufficient for operation and maintenance by owner without further assistance from the manufacturer.
 - 2. Provide completed data in time for use during owner instruction.
- B. Data Required For Products - General:

1. Name of manufacturer and product.
 2. Name, address, and telephone number of subcontractor or supplier.
 3. Local source of replacements.
 4. Local source of replaceable parts and supplies.
- C. Product Data: Where product data is specified for inclusion in operation and maintenance data, provide manufacturer's data sheets marked to indicate specific product and product options actually installed; delete inapplicable data.
- D. Project Record Documents: Provide an additional copy of applicable record documents for inclusion with the operation and maintenance data.
- E. Coordination Drawings: When coordination drawings are prepared, include a copy with the operating and maintenance data.
- F. Custom Manufactured Products: Provide all information needed for reordering.
- G. Finish Materials: Manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.
- H. Products Exposed to Weather and Products for Moisture Protection: Manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.
- I. Equipment: Provide at least the following information:
1. Product data giving equipment and function description, with normal operating characteristics and limiting conditions.
 2. Starting, operating, and troubleshooting procedures.
 3. Cleaning and maintenance requirements and procedures.
 4. External finish maintenance requirements.
 5. List of maintenance materials required.
 6. List of special tools required.
 7. Parts list: List all replaceable parts, with ordering data.
 8. Recommended quantity of spare parts to be maintained in storage.
- J. Systems: Provide overall function description, with diagrams, prepared especially for this project.
- K. Form of Data: Prepare data in the form of an instructional manual.
1. Arrange contents logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.
 2. When multiple volumes are used, arrange by related subjects; identify contents in cover title.
 3. Assemble into 3-ring binders with maximum 2-inch ring size.
 - a. Hardback, cleanable plastic covers.
 - b. Identify each book with title "Operation and Maintenance Instructions" and project name.
 - c. Page size 8-1/2 by 11 inches, maximum.
 - d. Prepare special typewritten data on minimum 20-pound paper.
 - e. Provide tabbed divider for each product and system.
 - f. Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.
 1. Do not use pockets or loose drawings.
 4. Provide table of contents for each volume listing:

- a. Name of the project.
- b. Name, address, telephone number, and contact name of:
 - 1. Architect.
 - 2. Contractor.
- c. Index of products and systems included in volume.

3.06 WARRANTIES

- A. Provide warranties as specified in individual product sections.
- B. Manufacturer Warranties: Manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.
 - 1. Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.
 - 1. Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.
 - 2. Submit each special project warranty.
- D. Provide 2 notarized copies of each executed warranty.
- E. Show actual date of commencement on each warranty.

3.07 TRANSPORTATION AND HANDLING

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.
- F. Lift large and heavy components at designated lift points only.

3.08 DELIVERY AND RECEIVING

- A. Arrange deliveries of products to allow time for inspection prior to installation.
- B. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- C. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.
- D. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

3.09 STORAGE

- A. No indoor storage areas are available on site.
- B. General Storage Procedures:
 - 1. Store products immediately on delivery.
 - 2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 3. Store in a manner to prevent damage to the stored products and to the work.
 - 4. Store moisture-sensitive products in weather tight enclosures.
 - 5. Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.
 - 6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 7. Arrange storage to provide access for inspection and inventory.
 - 8. Periodically inspect and remedy damage and noncompliance with required conditions.
- C. Loose Granular Materials: Store on solid surfaces in well-drained area; prevent mixing with foreign materials.
- D. Exterior Storage:
 - 1. Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.
 - 2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.
 - 3. Prevent damage and contamination from refuse and chemically injurious materials and liquids.
 - 4. Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.

END OF SECTION 016000

SECTION 017000 – CONSTRUCTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Laying out the work.
 - 2. General construction and installation procedures.
 - 3. Cleaning during construction.
 - 4. Project completion procedures.
 - 5. Final cleaning.

- B. Related Sections:
 - 1. Cleaning requirements for specific products and systems: Applicable product sections in Divisions 2-16.
 - 2. Final payment procedures: Elsewhere in Division 1.
 - 3. Sequence of the work: Elsewhere in Division 1.
 - 4. Waste removal services: Elsewhere in Division 1.

1.02 DEFINITIONS

- A. Concealed Spaces: Spaces which are not accessible after completion of construction.
- B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
- C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the owner.
- E. Fire Barriers: Any wall, floor, ceiling, or roof which is indicated as having a fire resistance rating.
- F. Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.
- G. Smoke Barriers: Any wall, floor, ceiling, or roof which is indicated as being designed to prevent passage of smoke and gases; may be indicated as "smoke barrier," "smoke partitions," "smoke wall," or similar designation.
- H. Spaces Not Normally Occupied: Accessible spaces such as roofs, accessible plenums and shafts, accessible spaces above ceilings, trenches, equipment vaults, manholes, accessible attics, and similar spaces, but not including the interior of duct or concealed spaces.

1.03 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.

1.04 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.

1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
 2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
 3. Do not allow smoking in areas where highly combustible materials are present.
 4. Carefully supervise the operation of potential fire sources, including heating units.
 5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- B. Take precautions to prevent accidents due to physical hazards:
1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
 2. Safety barricades: Comply with regulations.
 3. Provide temporary walkways where walking surfaces are hazardous.
 4. Notify the owner before beginning work that involves hazardous operations.
- C. Take care to prevent particulates, pollution of air, water, and soil.
1. Comply with environmental protection regulations.
 2. Limit effluent and rainwater runoff into waterways as required by regulations.
 3. Do not dump contaminants in areas that will result in contamination of waterways.
- D. Control windblown dust; prevent erosion to site and nuisance to neighbors
- E. Protect existing property indicated to remain, including:
- F. Do not use tools or equipment which produce harmful levels of noise.
- G. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- H. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- I. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- J. Conduct construction operations so that waste of power, water, and fuel is avoided.
- K. Provide temporary supports as required to prevent movement and structural failure.
- L. Install products only during environmental conditions which will ensure the best possible results.

1.06 SEQUENCING AND SCHEDULING

- A. Install products only at the time and in the sequence which will ensure the best possible results.
- B. Coordinate required administrative activities with related construction activities.
- C. Contractor to install and guarantee that effected kitchen area will be operational at end of each work day. This is to include running water and functional range / oven, refrigerator.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified

in other sections.

PART 3 - EXECUTION

3.01 LAYING OUT THE WORK

- A. The General Work Contractor shall perform all layout work and locate the construction on the site where indicated.
- B. Verify locations of layout control points.
- C. Check layout data provided in the contract documents.
 - 1. Promptly notify the architect of discrepancies found.
- D. As the work proceeds, check the location, level, and plumbness of every major element.
- E. Furnish location data required for work related to the project which is to be performed by other entities, including public utilities.
- F. Reference Points: Where actual location or elevation of layout points or lines cannot be marked, provide temporary reference points or marks sufficient to locate the construction.
 - 1. Preserve reference points during construction.
 - 2. Promptly report and replace lost or destroyed reference points.
 - 3. Promptly report the necessity to relocate reference points due to required changes in grades or locations.
 - 4. Remove temporary reference points and marks when no longer needed; restore marked construction to original condition.

3.02 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
 - 1. If the conditions to be corrected involve the work of another prime contract, notify the architect promptly.
 - 2. Commencement of work by the contractors will be acceptance of all conditions. Any remedial work required to perform their work will be at contractor's expense, with no cost to the owner.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.
 - 1. The existence and location of construction indicated as existing on the drawings are not guaranteed.
- D. Verify that utility requirements of operating equipment are compatible with building utilities.
- E. Verify space requirements of items which are shown diagrammatically on the drawings.

3.03 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

3.04 GENERAL INSTALLATION PROCEDURES

CONSTRUCTION PROCEDURES

017000-3

- A. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.
- B. See sections describing specific parts of the work for additional requirements.
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.
- E. Coordinate exact locations of fixtures and outlets with finish elements.
- F. Install work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.

3.05 CLEANING AND PROTECTION

- A. Remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the work free of waste materials and debris.
 - 1. Remove waste from site at least once a day.
 - 2. When temperature exceeds or is expected to exceed 80 degrees F, remove waste at frequency necessary to prevent development of health hazards and nuisance odors.
 - 3. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.
 - 1. Where dust would impair execution of work, broom- and vacuum-clean the entire interior area and keep clean.
- D. Keep installed work clean, and clean again when soiled by other operations.
 - 1. Provide periodic cleaning as required to prevent damage due to soiling.
 - 2. Remove liquid spills promptly.
- E. Protect installed work from soiling and damage.
 - 1. Provide protective coverings as required.
 - 2. Provide protective coverings for work which may be damaged by subsequent operations.
 - 3. Where heavy abuse is expected, use minimum of plywood for protection.
 - 4. Maintain protective coverings until substantial completion.

3.06 CUTTING AND PATCHING PROCEDURES

- A. Fire/Smoke Barriers: Do not cut more than absolutely necessary.
 - 1. Cut penetration holes to sizes required for penetration seal assemblies required.
 - 2. Patch all oversize holes and cuts made in error.
 - 3. Perform patching in a manner which complies in all respects with the original construction; if not possible, report nature of difficulty to the architect and request instructions.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, **in the Architect's opinion**, reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- D. Materials: Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of the existing materials.
- E. Inspection: Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
- F. Preparation:
1. Provide temporary support of Work to be cut.
 2. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
 3. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 4. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.
- G. Performance:
1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
 - a. In general, where cutting is required, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover opening not in use.
 - b. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces.
 - c. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 - d. Comply with requirements of applicable Sections of Division - 2, where cutting and patching requires excavating and backfilling.
 - e. Bypass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions is to be removed. Cap, valve or plug and seal the remaining portions of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
 2. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - a. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - b. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - c. Where removal of walls or partitions extends one finished area in to another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
- (1)Where patching occurs in a smooth painted surface, extend final paint coat over unbroken area containing the patch, after the patched area has received primer and second coat.

- d. Patch, repair or re-hang existing ceiling as necessary to provide an even plane surface of uniform appearance.
- H. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.07 INSTALLATION OF COMPONENTS

- A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
- B. Mounting Heights: Where mounting heights are not indicated, mount at heights directed by the Architect.**
- C. Separate incompatible materials with suitable materials or spacing.
 - 1. Prevent cathodic corrosion.
- D. Provide all anchors and fasteners required and use methods necessary to securely fasten work.
 - 1. Allow for thermal expansion and contraction, and for building movement.
- E. Joints in Exposed Work:
 - 1. Make joints of uniform widths.
 - 2. Where joint locations are not indicated, arrange joints for the best visual effect.
 - a. When in doubt, obtain the architect's instructions.
- F. After installation, adjust operating components to proper operation.

3.08 FINAL CLEANING

- A. The General Work Contractor, shall perform all final cleaning.**
- B. Remove materials and equipment which are not part of the work and all debris from the site prior to substantial completion.
 - 1. Remove all surplus materials which are to remain property of the contractor; obtain the owner's instructions as to disposition of surplus material remaining on site and deliver, store, or dispose of as directed.
 - 2. Remove protective coverings.
 - 3. Remove temporary facilities.
- C. Dispose of debris in a lawful manner.
 - 1. Do not burn or bury debris on the site.
 - 2. Do not dispose of volatile wastes in storm or sanitary drains.
- D. Perform final cleaning after substantial completion has been certified, but before final payment.**
 - 1. Use only professional cleaners.
 - 2. **Clean to the level of cleanliness that would be expected by a residential building owner from a maid service.**

- E. In spaces to be occupied, remove dirt, stains, and other foreign substances from all accessible surfaces and remove nonpermanent labels.
- F. In spaces not normally occupied, remove debris and surface dust and wipe equipment clean, removing excess lubrication, paint, and other foreign substances.
- G. Remove paint and other coatings from permanent labels and from mechanical and electrical equipment nameplates.
- H. Leave the project clean and ready for occupancy.

3.09 PROJECT COMPLETION PROCEDURES

- A. Complete the work, prior to substantial completion, as required to obtain consent to occupancy from the governing authorities.
- B. Arrange for final inspections by governing authorities to be accomplished prior to substantial completion.
 - 1. Obtain certificate of occupancy.
- C. If temporary locking systems differ from permanent locking systems, change over to permanent systems prior to substantial completion.
- D. Final Extermination: The General Work Contractor, Contract #1, shall engage a licensed exterminator to make a final inspection and rid the project of rodents, insects, and other pests.

END OF SECTION 017000

SECTION 018000 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Project record documents consisting of:
 - a. Record drawings, including As-built drawings.
 - b. Record project manual (specifications).
 - c. Progress Photographs – See Specification Section 012500.
- B. Related Sections:
 - 1. Payment, Modification, and Completion Procedures: Elsewhere in Division 1.
 - 2. Operation and maintenance data: Elsewhere in Division 1.
 - 3. Warranties: Elsewhere in Division 1.

1.02 SUBMITTALS

- A. Project Record Documents: Submit prior to substantial completion.
 - 1. Submit digital marked-up print set.
 - 2. Sets shall include all drawings, whether changed or not.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Do not use record documents of any type for construction purposes.
- B. Maintain any needed record documents in a secure location at the site while providing for access by the contractor and the architect during normal working hours; store in a fire-resistive room or container outside of normal working hours.
- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.
- E. Record the following types of information on all applicable record documents:
 - 1. Dimensional changes.
 - 2. New and revised details.
 - 3. Depths of foundations.
 - 4. Locations and depths of underground utilities.
 - 5. Actual routings of piping and conduits.
 - 6. Revisions to electrical circuits.
 - 7. Actual equipment locations.
 - 8. Sizes and routings of ducts.
 - 9. Locations of utilities concealed in construction.
 - 10. Particulars on concealed products which will not be easy to identify later.
 - 11. Changes made by modifications to the contract; note identification numbers if applicable.
 - 12. New information which may be useful to the owner, but which was not shown in either the contract documents or submittals.

3.02 RECORD AND AS-BUILT DRAWINGS

- A. Each contractor shall maintain a digital copy of the contract drawings, marked to show changes which occur due to his work.
- B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
 - 1. Mark location of concealed items before they are covered by other work.
 - 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
 - 3. Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale and information required.
- D. Keep drawings in labeled for revisions.
- E. Where record drawings are also required as part of operation and maintenance data submittals, make copies from the original record drawing set.
- F. As-Built Drawings: Each contractor shall submit the following complete sets of digital As-Built record drawings (same size format as original project drawings);

3.03 RECORD PROJECT MANUAL

- A. Each contractor shall maintain a digital copy of the project manual, marked to show changes which occur due to his work.
- B. Where the actual work differs from that shown in the digital project manual, mark the record copy to show the actual work.
 - 1. Include a copy of each addendum and modification to the contract.
 - 2. In addition to the types of information required on all record documents, record the following types of information:
 - a. Product options taken, when the specification allows more than one.
 - b. Product substitutions.
 - c. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
 - d. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

3.04 RECORD SUBMITTALS

- A. Each contractor shall maintain a complete digital set of all submittals made during construction, marked to show changes which occur due to his work.
 - 1. Maintain submittals in electronic file
 - 2. Sort submittals by applicable specification section and file in order of submittal identification number.
- B. Record Product Data Submittals: Record the types of information specified for all record documents.
 - 1. In addition, record the following types of information:
 - a. Changes in the products as delivered to the site.

- b. Changes in manufacturer's instructions or recommendations for installation.
- C. Record Coordination Drawings: Record the types of information required for all record documents.
 - 1. Mark up in the manner specified for record drawings.

3.05 TRANSMITTAL TO OWNER, CONSTRUCTION MANAGER & ARCHITECT

- A. Collect, organize, label, and electronically file package ready for reference.
 - 1. Submittals.
 - 2. "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by _____", and the date of preparation.
- B. Submit to the architect for transmittal to the owner, unless otherwise indicated.

END OF SECTION 018000

SECTION 020720 - MINOR DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of small portions of buildings

1.02 SUBMITTALS

- A. Photographs: Before starting work, file with the architect photographs documenting existing conditions that later could be mistaken for damage caused by demolition operations.
- B. Submit proposed schedule of demolition activities indicate:
 - 1. Starting and ending dates for each activity as appropriate.
 - 2. Interruption and restoration of utility services.
 - 3. Submittal of proposed demolition activities will be reviewed by the Owner to determine that proposed activities will not interfere with the Owner's operations.
- C. Project Record Documents:
 - 1. Identify location of capped utilities.
 - 2. Indicate unanticipated structural, electrical, or mechanical conditions.

1.03 PROJECT CONDITIONS

- A. Occupancy:
 - 1. The Owner will not occupy portions of the existing building.
- B. Existing Conditions:
 - 1. After the project is begun, the contractor is responsible for the condition of construction to be demolished. The Owner does not warrant that the existing conditions of construction items to be demolished will not have changed since the time of inspection for bidding purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and sealed.
- B. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- C. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

3.02 PREPARATION

- A. Traffic: Do not obstruct walks or public ways without the written permission of governing

authorities and of the owner. Where routes are permitted to be closed, provide alternate routes if required.

B. Protection:

1. Provide for the protection of persons passing around or through the area of demolition.
2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
3. Provide protective measures to ensure free and safe passage of persons to and from occupied areas.
4. Erect temporary protection such as walls etc., where required by authorities having jurisdiction.
5. Protect walls, floors, and other new or existing work from damage during demolition operations.

C. Temporary Partitions:

1. Provide substantial construction designed by the contractor to provide effective protection as required.

D. Structural Support:

1. Construct and maintain shoring, bracing, and supports as necessary to ensure the stability of structures. The architect / owner are not responsible for methods or means of providing the temporary shoring of structures.

E. Damages: Without cost to the owner and without delay, repair any damages caused to facilities to remain.

3.03 UTILITY SERVICES

- A. Disconnect and cap indicated utilities before starting demolition operations.
- B. Identify location of capped utilities on project record documents.
- C. Obtain written approval before interrupting existing utilities.
- D. Bypass Connections: Provide as necessary to maintain service to occupied areas.
- E. Notify the owner at least 72 hours in advance of changeover.

3.04 POLLUTION CONTROLS

- A. Control as much as practicable the spread of dust and dirt.
- B. Observe environmental protection regulations.
- C. Do not allow water usage that results in freezing or flooding.
- D. Do not allow adjacent improvements to remain to become soiled by demolition operations.

3.05 DEMOLITION - GENERAL

- A. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.

- B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).
- C. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).
- D. Remove and Salvage: Items indicated to be salvaged will remain the owner's property. Carefully remove and clean items indicated to be salvaged; pack or crate to protect against damage; identify contents of containers; deliver to the locations indicated.
- E. Remove and Scrap: Remove and dispose of items indicated.
 - 1. Items of value to the contractor:
 - a. Do not store removed items on site.
- F. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the architect's permission, the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- G. Perform work in a systematic manner.
- H. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.
- I. Remove debris daily.
- J. Use any methods permitted by governing regulations and the requirements of the contract documents.
- K. Do not use tools or equipment which produce harmful levels of noise.
- L. All existing surfaces effected by demolition to be re-finished to match new adjacent surfaces.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.
- B. Transport materials resulting from demolition operations and legally dispose of off-site.
- C. Off-site disposal location shall not be within one-half mile of any portion of the project site or within sight of the project site.
- D. Do not burn removed materials on project site.
- E. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

3.08 CLEANING

- A. Remove tools and equipment. Dispose of scrap.
- B. Broom clean interior areas.
- C. Leave exterior areas free of debris.

- D. Clean soil, smudges, and dust from surfaces to remain.
- E. Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION 020720

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Modular Brick Masonry Units
2. Thin Brick & Tab System
2. Concrete masonry units.
3. Concrete masonry lintels and bond beams.
4. Mortar and grout.
5. Reinforcement, anchorage, and accessories.
6. Installation of miscellaneous loose steel lintels, plates and other steel fabrications.

B. Related Documents:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 2. Delivery, Storage and Handling of masonry products and accessories : Division 1.
 3. Manufacturer's Warranty submittals: Division 1.
 4. Installation of reinforcing bars for reinforced unit masonry: Division 3.
 5. Installation of miscellaneous loose steel lintels, plates and other steel fabrications: Division 5.
 6. Joint sealers: Division 7.
 7. Wall vents and Louvers: Division 10.
 8. Mechanical Equipment Heat Load and Venting of Chimney Construction: Division 15.
3. Enumeration of Contracts for Seismic Plates:
1. 10 Ga. Seismic Plates (as shown on the structural drawings) shall be supplied and installed by the General Construction Work Contractor.
 2. Structural Steel Seismic Plates (as shown on the structural drawings) shall be supplied by the Structural Steel Work Contractor and placed and installed by the General Construction Work Contractor.

1.02 SUBMITTALS

- A. Product Data: Submit published data from manufacturers of products and accessories specified, indicating compliance with requirements.

- B. Mill Certificates: Submit certification from producer of reinforcing steel for steel analysis and results of bending and tensile tests. unit.

1.03 QUALITY ASSURANCE

- A. Fire Ratings: Where fire-rated masonry construction is indicated or required, provide materials and construction methods identical to those of assemblies tested in accordance with ASTM E 119 for hourly ratings required. Provide evidence acceptable to governing authority that proposed construction complies with fire performance requirements.
- B. Source Control: Obtain each type of exposed masonry unit from a single manufacturer, with texture and color of each type uniform or of a uniform blend acceptable to the Architect.

1.04 DELIVERY, STORAGE AND HANDLING

- 1. Deliver, handle and store masonry units by means which will prevent mechanical damage and deterioration due to moisture, temperature change and contamination by other materials.
 - 1. Provide Protection which will limit moisture absorption of concrete masonry units to the maximum percentage specified for Type I units at a relative humidity which is normal for the project site.
 - 2. Protect cementitious materials from precipitation and absorption of ground moisture.
 - 3. Store Masonry accessories to prevent corrosion, dirt accumulation and other deterioration.

PART 2 – PRODUCTS

2.01 Modular Brick Masonry Units

- A. Modular brick masonry units - Comply with referenced standards for types required, and as follows:

1. Size: Standard units with nominal face dimensions of 8 inches long and 4 inches wide x 2 1/4" high (3-5/8 x 2 5/16 by 7-5/8 actual), with nominal thicknesses to match existing masonry units.
2. Special shapes: Provide brick types where required for corners, control joints, headers and other special conditions, whether or not specifically indicated on the drawings as special.

2.02 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards for types required, and as follows:
 1. Size: Standard units with nominal face dimensions of 16 inches long and 8 inches high (15-5/8 by 7-5/8 actual), with nominal thicknesses as indicated on drawings for various locations.
 2. Special shapes: Provide special block types where required for corners, control joints, headers, lintels, and other special conditions, whether or not specifically indicated on the drawings as special.
 - a. Outside corners: Bullnose units.
 3. Hollow load-bearing units: ASTM C 90, and as follows:
 - a. Type I: Moisture-controlled units.
 - b. Lightweight; Oven-dry, density less than 90 lbs./c.f.
 - c. Exposed faces: Manufacturer's standard color and texture.
 4. Aggregates: Lightweight, 100% expanded shale, clay, or slate produced by the rotary kiln process meeting requirements of ASTM C-331. Blending of screening or any other deleterious substance which impairs the fire rating or insulation values is prohibited.
 5. Fire Rating: The producer of the concrete masonry units shall furnish certification from an Independent Testing Laboratory confirming that all 6" or larger units meet all of the UL design requirements for two (2) hours or better (as required), referencing full scale fire test reports (ASTM E-119).

2.03 CONCRETE MASONRY UNIT LINTELS AND BOND BEAMS

- A. Concrete Masonry Unit Lintels and Bond Beams: Provide special units, fill cells solidly with grout or concrete.
- B. Provide not less than two No. 5 reinforcing bars, unless indicated otherwise. Reinforcing shall overlap a minimum of 40 bar diameters at splices.

- C. Terminate bond beams and reinforcing on each side of expansion joints and control joints.
- D. Concrete masonry units used for lintels and bond beams shall have exposed surfaces of the same material and texture as the adjoining masonry units.
- E. Lintels shall be straight and true and shall have at least 8 inches of bearing at each end. Allow lintels to set at least 6 days before shoring is moved.

2.04 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
 - 1. Type III may be substituted during cold-weather construction.
 - 2. Provide portland cement of color required to produce approved mortar sample.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Aggregate for Mortar: ASTM C 144.
 - 1. White mortar aggregates: Sand or ground stone.
 - 2. Colored mortar aggregates: Ground stone, in colors required to match Architect's sample.
- D. Grout Aggregate: ASTM C 404.
- E. Pigments for Colored Mortar: Iron oxides and chromium oxides with demonstrated record of satisfactory performance in mortar mixes.
- F. Water: Potable.

2.05 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Bars: As specified in Division 3 and indicated on architectural and/ or structural drawings.
- B. Joint Reinforcement and Anchorage Materials: Comply with the following general requirements for materials required in joint reinforcement and anchorage devices:
 - 1. Steel wire: ASTM A 82.
 - a. Hot-dip galvanizing (after fabrication): ASTM A641.
 - 1. Use: Interior locations.

- b. Hot-dip galvanizing (after fabrication): ASTM A 153, Class B-2.
 - 1. Use: Exterior locations or in contact with earth.
 - 2. Hot-dip galvanized steel sheet: ASTM A 525, Class G-60.
 - a. Use: Anchors and miscellaneous sheet metal in masonry accessories at exterior exposures.
 - 3. Manufacturers: Products of the following manufacturer is noted as the "**Basis of Design**", other manufacturers will be considered, provided they comply with requirements of the contract documents, and are submitted as per the requirements of specification section 01600:
 - a. Dur-O-Wal, Inc.
- C. Joint Reinforcement: Welded-wire units prefabricated into straight lengths of not less than 10 feet, with deformed continuous side rods and plain cross rods.
 - 1. Width: Approximately two inches less than nominal wall width, providing not less than 5/8 inch mortar coverage on exterior exposures and 1/2 inch elsewhere.
 - 2. Wire sizes:
 - a. Side rod diameter: 9 gauge.
 - b. Cross rod diameter: 9 gauge.
 - 3. Configuration:
 - a. Applications of single unit width: Truss design, diagonal cross rods at not more than 16 inches on center.
 - 1. "Basis of Design": Dur-o-Wal, Inc. No.# D/A 310 Truss.
 - b. Applications of more than one unit width: Truss design, diagonal cross rods at not more than 16 inches on center:
 - 1. "Basis of Design": Dur-o-Wal, Inc. No.# D/A 310 DSR Double Sided Rod.
 - c. Corners: Prefabricated L- and T-shaped units.
- D. Flexible Anchors: 2-piece anchors permitting vertical or horizontal differential movement between masonry and structural frame but preventing lateral movement of masonry out of plane.
 - 1. For steel framework, provide crimped anchor section 0.25 inch thick for

welding and triangular wire tie 0.25 inch thick; size ties to fall no more than 1 inch short of masonry face.

2. "Basis of Design": Dur-o-Wal, Inc. - Column Anchors No.# D/A 709 with Triangle Ties No.#700-704 (sized adequate to attach from steel column to masonry at all column locations).
 - a. Provide triangular ties sufficient to anchor from flanges and webs to concrete masonry units.

2.06 CONCEALED FLASHING MATERIALS

- A. Sheet Metal Flashing: Furnish materials and fabricate as specified in Division 7.
- B. Flexible Sheet Flashing: Furnish materials as specified in Division 7.

2.07 MISCELLANEOUS MASONRY ACCESSORIES

- A. Expansion Joint Strips: Neoprene filler strips complying with ASTM D 1056, Classification 2 A1, capable of 35 percent compression and sized for specific conditions indicated.
- B. Pre-molded Control Joints: Strips sized for standard sash block and designed to allow movement while maintaining lateral stability, and as follows:
 1. ASTM D 2000: Styrene-butadiene rubber compound; Designation 2AA-805.
- C. Bond Breaker Strips: ASTM D 226, Type I; No. 15 asphalt felt.
- D. Sealant and Backer Rod: As specified in Division 7.
- E. Mortar / Grout Screen: High strength non-corrosive polypropylene polymers, standard widths to match wall widths.

2.08 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures unless indicated as acceptable in the contract documents.
 1. Do not use calcium chloride in mortar or grout mixture.
- B. Mixing: Use mechanical batch mixer and comply with referenced ASTM standards.
- C. Mortar for Unit Masonry: ASTM C 270, Proportion Specification.
 1. Limit cementitious materials to lime and portland cement.
 2. Masonry below grade and in contact with earth: Type M.

3. Reinforced masonry: Type S.
4. Applications as follows: Type N.
 - a. Locations for which another mortar type has not been specifically indicated.
- D. Mortar Colored with Aggregates: Produce required mortar color by use of colored aggregates in combination with selected cementitious materials.
 1. Color as selected by the Architect after award of contract.
- E. Mortar Colored with Pigments: Proportion selected pigments with other ingredients to produce required color. Do not exceed ratio of pigment-to-cement recommended by pigment manufacturer.
 1. Color as selected by the Architect after award of contract.
- F. Grout: ASTM C 476; provide consistency required at time of placement to fill completely all spaces indicated to be grouted.
 1. Use fine grout in spaces less than 2 inches in least horizontal dimension.
 2. Use coarse grout in spaces 2 inches or more in least horizontal dimension.

PART 3 - EXECUTION

3.01 INSTALLATION PROCEDURES

- A. Concrete Masonry Units: Do not wet concrete masonry units prior to laying.
- B. Reinforcement and Anchorage: Before placing metal masonry accessories, remove loose rust, dirt, and other coatings.
- C. Chases and Recesses: Build masonry to accommodate the work of other trades, including chases and recesses as shown or required. Provide not less than 8 inches of masonry between jambs of openings and chases and recesses.
- D. Openings for Equipment and Services: Leave openings in masonry as required for subsequent installation of equipment and services. Make openings in designated locations and in exact size required, if known; otherwise, leave rough openings in approximate size required and complete masonry work after installation of equipment, matching adjoining masonry.
- G. Cutting: Where cutting is required, use power saws to provide clean, sharp, unchipped edges.

1. Do not use wet cutting techniques with concrete unit masonry.

3.02 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: Do not exceed the following construction tolerances in vertical elements, including surfaces of walls, columns, and arises:
 1. 1/4 inch in 10 feet.
 - a. **1/8 inch in 10 feet maximum, for surfaces to receive wall tile finishes.**
 2. 3/8 inch in one story height, or 20 feet, whichever is less, except 1/4 inch for external corners, expansion joints, and other highly conspicuous vertical elements.
 3. 1/2 inch in 40 feet or more.
 4. Plus or minus 1/4 inch in 10 feet, 1/2 inch maximum, for vertical alignment of head joints.

- B. Variation from Plan Lines: Do not exceed the following horizontal construction tolerances for related portions of columns, walls, and partitions:
 1. 1/2 inch in any bay or in 20 feet maximum.
 2. 3/4 inch in 40 feet or more.

- C. Variation in Cross Section: Do not exceed the following construction tolerances for thickness of walls and other masonry elements:
 1. Minus 1/4 inch.
 2. Plus 1/4 inch.

- E. Variation in Mortar Joint Thickness: Do not exceed the following construction tolerances for thickness of mortar joints:
 1. Bed joints: Plus or minus 1/8 inch.
 2. Head joints: Plus or minus 1/8 inch.

3.03 MASONRY CONSTRUCTION - GENERAL

- A. Layout: Lay out masonry for accurate pattern bond, for uniform joint widths, and for accurate location of specific features before beginning actual construction. Avoid use of masonry units of less than 1/2 size. Do not use units with less than nominal 4 inch horizontal face dimensions at corners and jambs.

- B. Pattern Bond: Lay exposed masonry in running bond except where other bonds are indicated at special features.

1. Lay concealed masonry in running bond, or lap units at least 2 inches
 2. All fire rated C.M.U. walls to have staggered vertical joints.
- C. Stopping Work: Lay masonry in proper sequence to avoid toothing. Rack walls back in each course at end of each work day. Before resuming, clean exposed surfaces and remove loose masonry units and mortar.
1. Lightly wet previously laid clay masonry units which have rate of absorption of more than 1 gram per square inch per minute (ASTM C 67), before laying fresh masonry.
- D. Built-in Work: As work progresses, build in items indicated for installation in masonry, filling around built-in items solidly with masonry.
1. Fill joints between masonry and metal frames solidly with mortar, unless specific conditions are otherwise detailed.
 2. At locations where built-in items are to be connected to hollow unit masonry, solidly grout cores to provide adequate anchorage.
 3. Unless other conditions are specifically detailed, solidly grout cores for at least 24 inches below bearing plates, lintels, and similar features and conditions.
- E. Expansion and Control Joints: Build in movement joints where indicated, installing accessory items as masonry is constructed.
1. Install prefabricated elastic joints in accordance with Division 7 specifications.
 2. Install non-elastic joint fillers as indicated.
- F. Nonbearing Partitions: Extend full height to floor roof deck above, unless otherwise detailed.
1. Fill joint at top of nonbearing partitions with compressible filler/sealant as indicated on drawings.
- G. Lintels and shelf angles: Install lintels of types indicated at all openings.
1. Bearing: Provide not less than 8 inches of bearing at each jamb.
 2. Reinforcement: At masonry openings greater than one foot in width, install horizontal joint reinforcement in 2 courses immediately above lintel and 2 courses immediately below sill. Except at control joints, install opening reinforcement to extend not less than 24 inches beyond jamb on each side.
 3. Extend flashing a minimum of 4 inches into masonry at each end at exterior

openings.

3.04 LAYING MASONRY UNITS

- A. Hollow Masonry Units: Install so that face shells are solidly mortared, horizontally and vertically. Bed webs solidly in mortar at starting course.
 - 1. Bed webs solidly in mortar at cores to be grouted.
- B. Joints: Make mortar joints visually and dimensionally consistent.
 - 1. Except as otherwise indicated, maintain mortar joint widths of 3/8 inch.
- C. Concealed Joints: Cut flush, unless otherwise detailed.
- D. Exposed Joints: Using concave jointer slightly larger than joint width, tool exposed joints before mortar has assumed final set.
- E. Resetting: Do not pound, tap, or otherwise attempt to adjust masonry units after initial set has occurred. Remove units which require adjusting, clean thoroughly, and reset in fresh mortar.

3.05 JOINT REINFORCEMENT, SINGLE-WYTHE WALLS

- A. General: Provide continuous horizontal joint reinforcement for all single-wythe masonry walls, unless otherwise indicated. Lap reinforcing a minimum of 6 inches.
- B. Vertical Spacing: Not more than 16 inches on center.
- C. Continuity: Use prefabricated L-shaped and T-shaped sections at corners and intersections. Do not span movement joints with reinforcement.

3.06 ANCHORING MASONRY

- A. Structural Framing Anchorage: Anchor masonry to structural framework at points of adjacency, and as follows:
 - 1. Maintain open space of 1 inch or more between face of framing member and masonry elements.
 - 2. Fasten anchors to structure and embed in mortar joints as masonry is laid.

3. Space anchors as indicated on the drawings.
- B. **Firewalls:** All C.M.U. firewalls as indicated on drawings shall not be anchored to structural framework.

3.07 INSULATION

- A. Install board-type insulation for masonry cavity walls as specified in Division 7.

3.08 INSTALLING REINFORCED UNIT MASONRY

- A. Preparation: Clean reinforcement bars of loose rust; do not use bars which have rusted excessively or which have bends or kinks not shown on drawings.
- B. Placing Reinforcement: Secure reinforcement accurately at locations indicated and to avoid displacement; minimum spacing between bars or to masonry surfaces shall be bar diameter or 1/4 inch for fine grout and 1/2 inch for coarse grout, whichever is greater.
- C. Splicing: Provide lapped splices of minimum size indicated or permitted by governing code at locations shown; other methods or locations must be approved by the architect.
- D. Formwork: Construct formwork where required for temporary support of reinforced masonry, bracing as required to maintain proper shape during placement and curing of grout and adequately tight to avoid grout leakage.
- E. Mortar Joints: Where reinforcement other than prefabricated joint reinforcement is required in mortar joints, adjust joint thickness to provide not less than 1/4 inch of mortar between reinforcement and masonry surfaces.
- F. Reinforced Hollow Unit Masonry: Maintain vertical continuity of core or cell cavities to be grouted. Keep cavities clear of mortar, including bed area of first course, to provide minimum clear dimension indicated, to provide minimum clearance and grout coverage for vertical reinforcement bars, and to provide direct grout contact with supporting surfaces.
1. At bond beams or other horizontally reinforced masonry, provide special masonry units or saw units to accommodate reinforcement.
 2. Contractor option: Fill all cores with grout in lieu of closing core spaces below bond beams and providing mortar bedding of masonry cross webs.

3.10 GROUTING

- A. Grouting Technique: Perform all grouting by means of low-lift technique; do not use high-lift grouting.
- B. Low-Lift Grouting of Hollow Unit Masonry:
 - 1. Maintain minimum dimension of 2 inches and minimum area of 6 square inches in cells to be grouted. Extend vertical reinforcement above pour height as required for splicing.
 - 2. Lay masonry units to maximum pour height, not to exceed 5 feet.
 - 3. Place grout continuously, and consolidate immediately; do not interrupt pour for more than one hour. Terminate each pour 1 to 1-1/2 inches below top course, except at tops of walls.
 - 4. Stop vertical pours 1-1/2 inches below bond beam locations; place reinforcement and pour bond beams to interlock with vertical cores.

3.10 INSTALLING CONCEALED MASONRY FLASHING

- A. General: Whether or not specifically indicated, install flashing at all conditions such as lintels and shelf angles, where the downward flow of any water within the masonry will be interrupted, so that such water will be diverted to the exterior. Extend flashings full width at such obstructions and at least 4 inches into adjoining masonry, or turn up to form watertight pan at non-masonry construction. Remove or cover protrusions or sharp edges on substrates which could puncture flashings. Place flashings on sloped mortar bed; seal lapped ends and penetrations of flashing before covering with mortar.
 - 1. Extend metal flashings to within 1/4 inch of exterior face of masonry.
 - 2. Extend fabric or laminated flashings to within 1/4 inch of exterior face of masonry.
- B. Through-Wall Flashings: Bring completely through inner wythe and turn up where concealed by other construction; otherwise stop not more than 1/2 inch from inner face. Drop flashing at least 4 inches before bringing through outer wythe.
- C. Sealing: Seal all joints in flashing to assure watertight integrity.
 - 1. Seal deformed metal flashing at ends by lapping at least 2 inches and interlocking deformations; install sealant at lapped edge.
 - 2. Lap end joints on nondeformed metal flashings at least 4 inches; seal laps with elastic sealant or mastic.
 - 3. Lap end joints of flexible flashings at least 4 inches; seal in accordance with manufacturer's instructions.

- D. Reglets and Other Accessories: Install to receive flashing where indicated.

3.11 REPAIRING MASONRY

- A. Replacement: Carefully remove areas of damaged masonry and replace with matching, undamaged units using mortar which matches original work.
- B. Pointing: As joints are being tooled, remove mortar with visible holes or mortar which cannot be compacted properly because of hidden voids, and replace with fresh mortar, filling each joint completely and tooling to match adjacent work.

3.12 CLEANING AND PROTECTION

- A. Clean masonry after mortar is thoroughly set and cured.
 - 1. Scrape off adhered mortar particles by hand, using non-metallic tools.
 - 2. Test cleaning methods on half of sample panel, leaving other half in original state.
 - 3. Protect adjacent surfaces from cleaner with appropriate coating or polyethylene sheet.
 - 4. Before applying cleaning solution, saturate masonry surfaces with water; rinse thoroughly immediately after cleaning with manufacturer's instructions.
 - 5. Comply with directions of concrete unit masonry manufacturer and NCMA Tek Bulletin No. 45 for cleaning CMU.
- B. Protection: Institute protective measures as required to ensure that unit masonry work will be clean and undamaged at substantial completion.

END OF SECTION 042000

SECTION 072750 – FIRESTOPPING & SMOKEPROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Firestopping of all penetrations through all walls and floors, including fire barriers.
- B. Firestopping of each penetration shall be the responsibility of the entity who cuts or requires the penetration.
- C. Firestopping of architectural slots and holes shall be the responsibility of the general work contractor.
- D. The general work contractor shall obtain necessary information from other contractors and coordinate all firestopping work, perform all specified inspections, and make required reports and submittals relating to extent of work required.
- E. Work Not Included: Repairing penetrations made in error and repairing penetrations which are too large to be sealed by the methods indicated; these are to be repaired using the original material of the construction.
- F. Products Furnished but Not Installed:
 - 1. Sleeves which are an integral part of the firestopping assembly but which must be set by installer of other construction.
- G. Related Sections:
 - 1. Fire-resistant, manufactured expansion joint covers: Division 5.
 - 2. Fireproofing: Elsewhere in Division 7.
 - 3. Plumbing & Mechanical Requirements, Elsewhere in Division 15.
 - 4. Electrical Requirements, Elsewhere in Division 16.

1.02 DEFINITIONS

- A. Fire Barrier: Any wall, floor, ceiling, or roof which is indicated as having a fire-resistance rating.

1.03 SUBMITTALS

- A. Preinstallation Inspection Report: Identify penetrations which need to be repaired using the original material of the assembly.
- B. Schedule of Firestopping: Complete list, for approval, of penetrations to be sealed, indicating location, fire rating of penetrated assembly, identification of penetration seal to be used, fire rating of penetration seal, and evidence of acceptable testing.
- C. Product Data: Complete product and system description, including tested assembly details, installation instructions, and limitations on use.
- D. Maintenance Data: Include detailed instructions for repair and for modification due to changes in penetrating items.
- E. Final inspection report(s).

- F. Project Record Documents: Drawings showing locations of all fire barriers, the actual penetrations through them, and the manner in which they have been sealed; cross-referenced to maintenance data.

1.04 QUALITY ASSURANCE

- A. Testing Requirements: Testing shall have been conducted or witnessed by an independent testing agency acceptable to governing authorities.
 - 1. Test method: ASTM E 814.
 - 2. Conduct tests with a measurably higher pressure inside the chamber than outside.
 - 3. The listing of the assembly to be used in the current edition of one of the following classification guides will be considered evidence of acceptable testing:
 - a. Underwriters Laboratories Inc. "Fire Resistance Directory."

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Coordinate delivery of products to minimize storage time at site.
- B. Deliver products to project site in original unopened containers bearing the name of the manufacturer, product name, type, and testing agency's identification mark.
- C. Store products in accordance with manufacturer's instructions.

1.06 PROJECT CONDITIONS

- A. Coordination Meeting: Prior to the start of work which involves cutting penetrations, conduct a meeting with installers of such work to identify fire barriers and required configurations of penetrations and to discuss the proper procedures and time schedule for cutting, patching, and sealing penetrations in such assemblies, with emphasis on avoiding unnecessary cutting and patching.

1.07 SEQUENCING AND SCHEDULING

- A. Perform firestopping work after completion of work which penetrates walls and floors, but prior to covering up or eliminating access to the penetration. Coordinate with installers of such other work.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Firestopping Materials:
 - 1. Manufacturers: Products made by the following manufacturers provided they comply with the requirements of the contract documents, will be among those considered acceptable.
 - 1. Tremco, Construction Division
 - 2. 3M Electrical Products Division
 - 3. Hilti Corporation

2.02 MATERIALS

- A. Firestopping Materials: Provide penetration seal assemblies whose fire-resistance ratings have been determined by testing in the configurations required and which have fire-resistance ratings at least as high as that of the fire-rated assembly in which they are to be installed.
 - 1. It is the contractor's responsibility to determine the types of penetrations to be sealed and to select appropriate firestopping assemblies.
 - 2. If a tested assembly is not available for a particular penetration configuration, modify the penetration configuration to suit available assemblies; do not modify assembly configuration except as specifically stated in the test report or as approved by the authority having jurisdiction.
 - 3. Provide products which:
 - a. Allow normal expansion and contraction movement of the penetrating item without failure of the penetration seal.
 - b. Emit no hazardous, combustible, or irritating by-products during installation or curing period.
 - c. Do not require special tools for installation.
- B. Labels: Red, permanent marking using the words "Fire-Rated Assembly - Do not disturb - See maintenance instructions" and the testing agency designation, or equivalent as approved by the authority having jurisdiction.
 - 1. For marking firestopping assemblies, use self-adhesive tape or wired-on labels.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Preinstallation Inspection: Inspect all walls and floors including fire barriers for penetrations of any type; mark or otherwise identify all penetrations indicating action required:
 - 1) repair; or
 - 2) firestopping.
 - 1. Conduct inspection prior to covering up or enclosing walls or ceilings.
 - 2. Conduct inspection jointly with authorized representative of authority having jurisdiction.
 - 3. Submit a report detailing findings of inspection to the architect.
- B. If the configuration of a particular penetration does not conform to the configuration necessary for the required firestopping assembly, notify the installer of the penetration for modification of the configuration to suit the assembly; do not use the firestopping assembly in other configurations except as specifically stated in the test report or as approved by the authority having jurisdiction.

3.02 PREPARATION

- A. Installation Meeting: Prior to start of work, conduct a meeting to verify that the installation instructions and procedures required are understood by installers.
 - 1. The following shall attend this meeting:
 - a. General contractor.
 - b. Installers of firestopping.

- B. Prepare penetrations in accordance with the material manufacturer's instructions.

3.03 INSTALLATION

- A. Install firestopping materials in exact accordance with manufacturer's instructions and the conditions of the testing; provide all accessory materials required.
- B. Remove combustible forming materials, unless they are a required component of the tested assembly.

3.04 PERMANENT IDENTIFICATION OF PENETRATIONS

- A. Near fire barriers, mark each exposed penetration with label identifying it as a fire-stopped assembly.

3.05 FIELD QUALITY CONTROL

- A. Obtain the services of firestopping material manufacturer's representative to instruct installers and to inspect the completed installations for correctness.
- B. Inspect completed installations for completeness and correct installation.
 - 1. If installed work is to be covered in completed work, inspect and obtain approval prior to covering.
 - 2. Obtain the approval of the material manufacturer.
 - 3. Obtain the approval of the authority having jurisdiction.
 - 4. Submit report of inspection to the architect.

3.06 CLEANING

- A. Clean up excess material adjacent to penetrations promptly; use methods and materials approved by the manufacturers of the penetration seals and of surfaces to be cleaned.

3.07 PROTECTION

- A. Protect installed work during curing period.
- B. Protect installed work from damage from construction operations using substantial barriers if necessary.
- C. Repair damaged materials in accordance with manufacturer's instructions.

END OF SECTION 072750

SECTION 079000 - JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. The sealing of joints indicated on schedule at the end of this section.
 2. The sealing of exterior joints, including:
 - a. Interior wall & Component joints.
 - b. Joints around perimeter of frames.
 3. The sealing of interior joints, including:
 - a. Wall joints.
 - b. Joints between dissimilar materials (including walls and soffits, ceilings and ceramic tile, etc.).
 - c. Joints around perimeter of frames.
 - d. Joints between countertops and walls.
 4. The sealing of concealed joints in sound-retardant assemblies, including:
 - a. Around all outlet boxes, between top and bottom stud runners and structure, and at all other joints in gypsum board walls.
 5. The sealing of joints in floors and pedestrian paving.
 6. The sealing of other joints indicated on drawings.
- B. Joints of a nature similar to that of joints indicated on the schedule shall be sealed with same sealer, whether indicated on drawings to be sealed or not.
- C. Related Sections:
1. Joint sealers in electrical work: Division 16.

1.02 DEFINITIONS

- A. **Substrates:**
1. **M-type substrates:** Concrete, concrete masonry units, brick, mortar, natural stone. The term "masonry" means brick, stone, and concrete masonry work.
 2. **G-type substrates:** Glass and transparent plastic glazing sheets.
 3. **A-type substrates:** Metals, porcelain, glazed tile, and smooth plastics.
 4. **O-type substrates:** Wood, unglazed tile; substrates not included under other categories.

B. Products:

1. **Type "S " products:** Products are those furnished in prepackaged cartridges or other forms in which no job-site mixing is required.
2. **Type "M" products:** Products are those furnished in two or more parts for mixing at the job site.

C. Grade: (Defines the flow characteristics of the sealant)

1. **Grade P:** Refers to products having sufficient flow to fill joints in horizontal surfaces and remain level and smooth at temperatures as low as 40 degrees F. This designation generally applies to products rated for traffic use.
2. **Grade NS:** Refers to products suitable for installation in joints in vertical surfaces without sagging at temperatures between 40 degrees F. and 122 degrees F. This designation can apply for both traffic and non-traffic uses.

D. Use Classifications:

1. **Use T:** Classifies sealants designed for joints in surfaces subject to pedestrian and vehicular traffic.
2. **Use NT:** Classifies sealants designed for nontraffic exposures.

1.03 SUBMITTALS

- A. **Product Data:** Manufacturer's data on each joint sealer, with instructions for substrate preparation and installation.
- B. **Samples for Color Selection:** Cured samples of actual products showing manufacturer's full range of colors. (Products exposed to view only.)
- C. **Certified Product Test Reports:** Independent testing agency reports showing compliance with all specified requirements.
 1. Reports may be on tests conducted up to 24 months before submission, provided the products tested were aged specimens of the same formulation as that to be used.
- D. **Certificates:** For each sealer, provide manufacturer's certificate stating that the product complies with the specifications and is appropriate for the use it is being put to.
- E. **Installer Qualifications:** For approval by the Architect.
- F. **Installer's Preconstruction Inspection Report:** List all conditions detrimental to performance of joint sealer work.

1.04 QUALITY ASSURANCE

- A. **Installer Qualifications:**

1. Execution of 20 sealer installations of similar size and scope.
2. Similar installations completed within 5 years before start of this project.
3. Lead mechanic assigned from among those experienced on previous similar projects.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original containers or bundles with labels showing manufacturer, product name or designation, color, shelf life, and installation instructions.

1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install sealers if any of the following conditions exist:
 1. Air or substrate temperature exceeds the range recommended by sealer manufacturer or is below 40 degrees F (4.4 degrees C).
 2. Substrate is wet, damp, or covered with snow, ice, or frost.
- B. Dimensional Limitations: Do not install sealers if joint dimensions are less than or greater than that recommended by sealer manufacturer; notify the architect and get sealer manufacturer's recommendations for alternative procedures.

1.07 WARRANTY

- A. Submit written warranty signed by contractor and installer guaranteeing to correct failures in sealer work that occur within **3 years** after substantial completion, without reducing or otherwise limiting any other rights to correction which the Owner may have under the contract documents. Failure is defined as failure to remain weather tight due to faulty materials or workmanship. Correction is limited to replacement of sealers.

PART 2 - PRODUCTS

2.01 MATERIALS - GENERAL

- A. General: Provide only products which are recommended and approved by their manufacturer for the specific use to which they are put and which comply with all requirements of the contract documents.
 1. For each generic product, use only materials from one manufacturer.
 2. Provide only materials which are compatible with each other and with joint substrates.
 3. Colors of exposed sealers: As selected by the Architect from manufacturer's full range of all available colors.
- B. Products: The design is based on the product(s) listed for each generic type. Comparable products from other manufacturers will be considered for substitution. Comply with Section 01600 requirements for substitutions.

2.02 ELASTOMERIC SEALANTS

- A. Elastomeric Sealants - General: Chemically curing elastomeric sealants of types indicated, complying with ASTM C 920, including specific Type, Grade, Class, and Uses indicated, as well as all other requirements specified.
1. Where movement capability exceeding that measured by ASTM C 920 is specified, sealant shall withstand the total movement indicated while remaining in compliance with the other requirements specified, when tested in accord with ASTM C 719, with base joint width measured at the time of application.
 2. For M-type substrates: Comply with requirements for Use M.
 3. For G-type substrates: Comply with requirements for Use G.
 4. For A-type substrates: Comply with requirements for Use A.
 5. For O-type substrates: Comply with requirements for Use M (minimum) and Use O for the particular substrate.
- B. Type "1"; Mildew-Resistant Silicone Sealant: One-part, Type S, Grade NS, Class 25, Use NT, formulated with fungicide, for interior use on nonporous substrates.
1. Products:
 - a. "Proglaze White"; Tremco, Inc.
- C. Type "2"; Two-Part Nonsag Low-Modulus Urethane Sealant: Type M, Grade NS, Substrates M,A,O Class 25, Use NT, plus movement capability of 50 percent in both extension and compression.
1. Products:
 - a. "Dymeric"; Tremco Construction Division.
 - b. "Sikaflex 2c NS", plus or minus 50% movement; Sika Corporation.
- D. Type "3"; Multipart Pourable Urethane Sealant: Type M, Grade P, Class 25, Use T. Substrates M,A,O
1. Products:
 - a. "THC-900"; Tremco, Inc.
 - b. "Sikaflex 2c SL", plus or minus 50% movement; Sika Corporation.
- E. Type "4"; Nonsag Urethane Sealant for Use T: Type S or M, Grade NS, Class 25, Use T.
1. Products:
 - a. "Chem-Calk 2641"; Bostik Inc.
 - b. "Dynatred"; Pecora Corporation.
 - c. "Sikaflex 1a"; Sika Corporation.
- F. Type "5"; One-Part Nonsag Low-Modulus Urethane Sealant: Type S, Grade NS, Class 25, Use NT, Substrates M,A,O plus movement capability of 50 percent in both extension

and compression.

1. Products:

- a. "Dymonic"; Tremco Construction Division.
- b. "Sikaflex - 15LM", plus 100%-50% movement; Sika Corporation.

G. Type "6"; One-Part Pourable Urethane Sealant: Type S, Grade P, Class 25, Use T.

1. Products:

- a. "Chem-Calk 950"; Bostik Inc.
- b. "Vulkem 45"; Mameco International, Inc.
- c. "Urexpan NR-201"; Pecora Corporation.
- d. "Sonolastic SL-1"; Sonneborn Building Products Division/ChemRex, Inc.
- e. "Sikaflex - 1c SL"; 25% movement; Sika Corporation.

H. Type "7"; Urethane Sealant for Water Immersion: One- or two-part urethane, Grade NS, Class 25, Use NT, specifically recommended by the manufacturer for sealing joints immersed continuously in water.

1. Products:

- a. "Vulkem 116"; Mameco International, Inc.
- b. "Vulkem 922"; Mameco International, Inc.
- c. "Permapol RC 270 Reservoir Sealant"; Products Research & Chemical Corporation.
- d. "Sikaflex 1A"; one part; Sika Corporation.
- e. "Sikaaflex - 2CNS"; two part; Sika Corporation.

2.03 LATEX SEALANTS

A. Type "8"; Acrylic-Latex Emulsion Sealant: One-part, nonsag, mildew-resistant, paintable; complying with ASTM C 834.

1. Products:

- a. "Tremco Acrylic Latex 834"; Tremco Construction Division.

2.04 NONCURING SEALERS (Acoustical Sealant)

A. Type "9"; Noncuring Butyl Sealant: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic rubber sealant.

1. Products:

- a. "Tremco Acoustical Sealant"; Tremco, Inc.

2.05 FIRE RESISTANT JOINT SEALERS

A. General: Provide manufacturer's standard fire-stopping sealant, **with accessory**

materials, having fire resistance ratings indicated as established by testing identical assemblies per **ASTM E 814** by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.

- B. One-Part Fire-Stopping Sealant: One part **elastomeric sealant formulated for use in a through-penetration fire-stop system** for sealing openings around cables, conduit, pipes and similar penetrations through walls and floors.
- C. Products: Subject to compliance with requirements, provide one of the following:
 - 1. "Dow Corning Fire Stop Sealant"; Dow Corning Corp.
 - 2. "3M Fire Barrier Caulk CP-25"; Electrical Products Div. /3M.
 - 3. "RTV 7403"; General Electric Co.
 - 4. "Metacaulk 950"; Metalines.

2.06 COMPRESSION SEALS

- A. Compressible Foam Sealer: High-density open-cell urethane foam saturated with nondrying water-repellent; precompressed in rolls or sticks; permanently flexible, mildew-resistant, nonstaining.
 - 1. For vertical above grade applications:
 - a. Select sizes so that installed sealer is compressed as recommended by manufacturer to provide a weathertight seal.
 - b. Products:
 - 1. "Emseal Sof-Joint Seal"; Emseal Joint Systems, Ltd.

2.07 SEALANT BACKERS

- A. Backers - General: Nonstaining; recommended or approved by sealant manufacturer for specific use.
- B. Backer Rods: Flexible, nonabsorbent, compressible polyurethane foam, either open-cell or non-gassing closed-cell, unless otherwise restricted by sealant manufacturer; preformed to appropriate size and shape.

2.08 JOINT FILLER

- A. Concrete Slab Application:
 - 1. Basis of Design: "Poly Strip & Poly Joint"; HPI Products Corp.
 - 2. Provide preformed highly flexible, closed cell, low density, polyethylene foam material joint filler with effective compressive and recovery capabilities to prevent damage to concrete slab and structure during the expansion and contraction cycles.
 - a. Provide joint filler for full thickness of the concrete slab.
 - b. Provide joint filler compatible with joint sealer as specified, submit written documentation of filler compatibility with sealer.

2.09 MISCELLANEOUS MATERIALS

- A. Primers: As recommended by sealer manufacturer.
- B. Cleaners: As recommended by sealer manufacturer and not damaging to substrates.
- C. Masking Tape: Nonabsorbent, non-staining.
- D. Tooling Agents: Approved by sealant manufacturer; non-staining to sealant and substrate.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints for characteristics that may affect sealer performance, including configuration and dimensions.
- B. Do not begin joint sealer work until unsatisfactory conditions have been corrected.
- 3. **Commencement of work shall constitute acceptance of conditions. Any necessary remedial work required to correct any unsatisfactory conditions, found after the start of installation, will be provided at no cost to the Owner.**

3.02 PREPARATION

- A. Cleaning: Just before starting sealer installation, clean out joints in accordance with recommendations of sealer manufacturers and as follows:
 - 1. Remove all material that could impair adhesion, including dust, dirt, coatings, paint, oil and grease. Exception: Materials tested to show acceptable adhesion and compatibility.
 - 2. Dry out damp and wet substrates thoroughly.
 - 3. Clean M-type and O-type substrates by suitable mechanical or chemical methods.
 - 4. Remove loose particles by vacuuming or by blowing with oil-free compressed air.
 - 5. Concrete: Remove laitance and form-release coatings.
 - 6. Clean A-type and G-type substrates by chemical or other methods which will not damage the substrate.
 - 7. Use methods which will not leave residues that will impair adhesion.
- B. Priming: Prime substrates as recommended by sealer manufacturer.
- C. Masking Tape: Use masking tape to keep primers and sealers off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape as soon as practical.
- D. Install fillers where needed to provide proper joint depth or support for sealant backers.
 - 1. Place joint filler approximately 3/4 inch below the surface of top of slab.
 - 2. Joint sealant to be placed filling the remaining void, to provide concave condition.

3.03 INSTALLATION

- A. Comply with sealer manufacturers' installation instructions and recommendations, except

where more restrictive requirements are specified.

- B. Elastomeric Sealants: Comply with recommendations of ASTM C 962.
- C. Latex Sealants: Comply with recommendations of ASTM C 790.
 - 1. **Painting of exposed interior latex sealants will not be permitted.**
 - 2. Painting of exposed sealants around interior door frames will not be permitted.
- D. Sealants in Acoustical Assemblies: Comply with recommendations of ASTM C 919.
- E. Backers:
 - 1. Install backers at depth required to result in shape and depth of installed sealant which allows the most joint movement without failure.
 - a. Make backers continuous, without gaps, tears, or punctures.
 - b. Do not stretch or twist backers.
 - 2. If backers become wet or damp before installation of sealant, dry out thoroughly before proceeding.
- F. Sealants: Use methods recommended by manufacturer; completely fill the joint; make full contact with bond surfaces; tool nonsag sealants to smooth surface eliminating air pockets.
 - 1. Use concave joint shape shown in Figure 6A in ASTM C 962, where not otherwise indicated.
- G. Compressible Foam Sealers: Use methods recommended by manufacturer; do not stretch; use as few end joints as possible; make tight, sealed joints at corners and intersections; in cold weather, accelerate expansion using heat.

3.04 PROTECTION AND CLEANING

- A. Clean surfaces adjacent to joints as work progresses and before sealants set using methods and materials approved by manufacturers of sealers and of surfaces to be cleaned.
- B. Protect joint sealers from contamination and damage.
- C. Remove and replace damaged sealers.

3.05 SCHEDULE OF JOINT SEALERS

- A. General: Unless otherwise indicated, joints around perimeter of frames, where indicated to be sealed, are to be sealed using sealer specified for the substrate adjacent to the frame.
- 2. **All joints to be sealed regardless of whether or not they are indicated on drawings.**
- C. **Exterior Joints for Which No Other Sealer Is Indicated:**

1. Use one of the following sealants:
 - a. Type "2" : Two-part non-sag low-modulus urethane sealant.
 - b. Type "5": One-part non-sag low-modulus urethane sealant.
2. Backer: Backer rod.
3. Joint shape: Concave joint configuration.

D. Interior Joints for Which No Other Sealer Is Indicated:

1. Use one of the following sealants:
 - a. Type "8": Acrylic-emulsion latex sealant.
2. Backer: Backer rod.
3. Joint shape: Concave joint configuration.

E. Interior Floor Joints and Pedestrian Paving Joints, Less than 1-1/2 Percent Slope:

1. Use one of the following sealants:
 - a. Type "3": Two-part pourable urethane sealant.
 - b. Type "4": Two-part nonsag urethane sealant for Use T.
 - c. Type "6": One-part pourable urethane sealant.
2. Backer: Compressible joint filler as indicated.
3. Joint shape: Concave joint configuration.

F. Joints around Pipes, Ducts, and Conduit Penetrating Exterior Walls and Roofs:

1. Use one of the following sealants:
 - a. Same as used for adjacent substrates.

G. Joints in Interior Wet Areas:

1. Use one of the following sealants:
 - a. Type "1": Mildew-resistant silicone sealant.
2. Backer: Backer rod.
3. Joint shape: Concave joint configuration.

H. Concealed Joints in Acoustical Assemblies:

1. Use one of the following sealants:
 - a. Type "9": Noncuring butyl sealant.

I. Joints immersed continuously in water:

1. Use the following sealant:

- a. Type "7": Urethane Sealant for Water Immersion.
2. Backer: Backer rod.
3. Joint shape: Concave joint configuration.

END OF SECTION 079200

SECTION 099000 - PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Painting and finishing of exposed interior items and surfaces.
 - 2. Field painting of exposed mechanical items.

- B. Section does not include:
 - 1. Factory finishing of manufactured products.
 - 2. Painting of concealed surfaces, unless specifically indicated.
 - 3. Pre-finished metal surfaces.
 - 4. Moving parts of equipment.

1.02 DEFINITIONS

- A. DFT (dry film thickness): Thickness, measured in mils, of a coat of paint in the cured state.

1.03 SUBMITTALS

- A. **All submittals shall conform to the requirements of Specifications sections 013000 "Submittals"**

- B. **A substitution submittals shall conform to the requirements of Specification Section 016000 "Product Requirements"**

- C. Product Data: Manufacturer's technical data sheets for each coating.
 - 1. Material analysis including vehicle type and percentage by weight and by volume of vehicle, resin, and pigment.
 - 2. Application instructions including mixing, surface preparation, compatible primers and topcoats, recommended wet and dry film thickness, recommended application methods.

- D. Color and Texture Samples:
 - 1. Provide for each coating system, color, and texture and applied to representative substrate samples.

 - 2. Before proceeding with work in this section. Provide 1 complete space (wall) field mock up panel of each color scheme required. Adjacent surfaces & materials such as: door frames & moldings / trim shall be painted as part of mock design. Each mock system shall show all colors, finishes, textures and finish workmanship. The owner / Architect reserves the right to reject color scheme on three different presentations.
 - a. Label each sample with coating name & color.

1.04 QUALITY ASSURANCE

- A. Materials:
 - 1. All coating materials required by this section shall be provided by a single manufacturer, unless otherwise required or approved.
- B. Applicator: Firm with not less than 5 years of successful experience in painting work similar in scope to work of this project.
 - 2. Maintain throughout duration of the work a crew of painters who are fully qualified to satisfy requirements of the specifications.
- C. The Architect reserves the right to take representative samples of any of the materials and workmanship and have it tested by an approved laboratory to verify the materials and DFT's confirmation in accordance to this Specification at no additional cost to the owner.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in manufacturers' original containers bearing coating name and color, material composition data, date of manufacture, legal notices if applicable, and mixing, thinning and application instructions.
- B. Storage:
 - 1. Store materials in an orderly fashion and in clean, well-closed containers with labels intact.
 - 2. Maintain above 45-50 degrees F. Do not allow materials to freeze.

1.06 PROJECT CONDITIONS

- A. Apply coatings only under the following environmental conditions:
 - 1. Air and surface temperatures are between 50 and 100 degrees F, unless otherwise recommended by manufacturer.
 - 2. Surface temperature is at least 5 degrees F above dew point.
 - 3. Relative humidity is less than 85 percent.
- B. Do not apply coatings during inclement weather except within enclosed, conditioned spaces.
 - 1. Provide continuous ventilation and heating to prevent accumulation of hazardous fumes and to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and for 48 hours after application of finishes, or longer if required to obtain a full cure as indicated by manufacturer's instructions.
 - 2. Provide temporary lighting to achieve a well lit surface with a level of at least 80 foot candles measured mid-height.

1.07 COORDINATION

- A. General: Perform work in proper sequence with work of other trades to avoid damage to finished work.
- B. Coordination: Where special coatings will be applied over shop coatings specified in other sections, coordinate work of such other sections to ensure that only approved, compatible primers are applied.

1. Furnish the Architect with product data on both coatings demonstrating coating compatibility.

1.08 MAINTENANCE STOCK

- A. At time of completing application, deliver stock of maintenance material to the owner. Furnish not less than one properly labeled and sealed 1-gallon can of each type of finish coat of each color, taken from lots furnished for the work.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. The brand-name products listed in the schedule at the end of this section and made by the following manufacturer are the basis of the contract documents:
 1. Sherwin –Williams, Co.
101 Prospect Avenue NW
Cleveland, OH 44115
Tel: (800) 321-8194
Fax: (216) 566-1392
www.sherwin-williams.com
- B. Substitutions: Comparable Products from other manufacturers will be considered for equivalent substitutions.

2.02 PRODUCTS

- A. **For Bathroom Walls - Drywall (Walls, Ceilings, Gypsum Board, Plaster Board, etc.)**
 1. Latex Systems

(4 mils wet, 1.7 mils dry per coat)
 - a. Semi-Gloss Finish

1st Coat: S-W Harmony® Interior Latex Primer, B11 Series
(4 mils wet, 1.3 mils dry per coat)

2nd Coat: S-W Harmony Interior Latex Semi-Gloss, B10 Series

3rd Coat: S-W Harmony Interior Latex Semi-Gloss, B10 Series
(4 mils wet, 1.6 mils dry per coat)
- B. **For Kitchen Walls – Drywall (Walls, Ceilings, Gypsum Board, Plaster Board, etc.)**
 1. Latex Systems
 - a. Egg-Shell Finish

1st Coat: S-W Harmony Interior Latex Primer, B11 Series
(4 mils wet, 1.3 mils dry per coat)

2nd Coat: S-W Harmony Interior Latex Eg-Shel, B9 Series

3rd Coat: S-W Harmony Interior Latex Eg-Shel, B9 Series
(4 mils wet, 1.7 mils dry per coat)

C. For Apartment Ceilings (Concrete, Plaster or Textured)

a. Low Sheen Finish

1st Coat: S-W Loxon Concrete & Masonry Primer Sealer, A24W8300
(8 mils wet, 3.2 mils dry)

2nd Coat: S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series

3rd Coat: S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series
(4 mils wet, 1.6 mils dry per coat)

D. For Interior Apartment Doors (Wood or Masonite)

a. Semi-Gloss Finish

1st Coat: S-W Premium Wall & Wood Primer, B28W8111
(4 mils wet, 1.8 mils dry)

2nd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss Enamel, B31 Series

3rd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss Enamel, B31 Series
(4 mils wet, 1.3 mils dry per coat)

E. METAL Ferrous- (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous & Ornamental Iron, Sashes, Doors, Partitions)

1. Latex Systems

a. Semi-Gloss Finish

1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series
(5-10 mils wet, 2-4 mils dry)

2nd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss Enamel, B31 Series

3rd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss Enamel, B31 Series
(4 mils wet, 1.3 mils dry per coat)

F. Colors: To Be Verified with Ownership and Site Management

1. Bathroom Walls – Snowbound SW 7006
2. Kitchen Walls – Antique White SW 6119
3. Apartment Walls & Doors – Pearly White SW 7009
4. Ceilings - White

a. For multi-coat systems, apply each coat using a successively darker tint or shade, unless approved otherwise.

b. Top Coat Colors & Patterns: Contractor to allow three (3) colors for each room. Colors to

be selected & approved by the Owner / Architect after the award of the contract.

F. Lead and Chromate Contents:

1. All paint products must be free of any lead or chromate contents.

G. Volatile Organic Compound Compliant (VOC.):

1. All paint products must meet State of New York City VOC. environmental regulations.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that surfaces and conditions are ready for work in accordance with coating manufacturers' recommendations.
- B. Prior to commencement of work, examine surfaces scheduled to be finished.
 1. Report any unsatisfactory conditions in writing.
 2. Do not apply coatings to unsatisfactory substrates.
 3. Beginning painting work on an area will be deemed acceptance by the contractor for painting surfaces in that area.

3.02 SURFACE PREPARATION

- A. Apply coatings to surfaces that are clean and properly prepared in accordance with Manufacturers' instructions and as herein specified. Remove dirt, dust, grease, oils, and foreign matter. Prepare surface for proper texture necessary to optimum coating adhesion and intended finished appearance. Plan cleaning, preparation, and coating operations to avoid contamination of freshly coated surfaces.
 1. Do not apply coatings to labels that identify equipment, fire-resistance ratings, etc.
 2. Remove hardware, cover plates, and similar items before applying coatings.
 3. Provide protection for non-removable items not scheduled for coating. After application of coatings, install removed items. Use only skilled workmen for removal and replacement of such items.
 4. Protect surfaces not scheduled for coating. Clean, repair, or replace to the satisfaction of the architect any surfaces inadvertently spattered or coated.
- B. Concrete:
 1. Apply coatings to fully cured surfaces that are at least 28 days old.
 2. Perform any required surface repairs before applying coatings. Remove any fins or protrusions from surface. Patch any holes and cracks in an approved manner.
 3. Clean surface of all dirt, oil, wax, grease, or other contaminants before preparing a surface profile. Use appropriate detergents and pressurized hot water. Thoroughly flush cleaning agents from the surface.
 4. Surface profile, horizontal surfaces: Acid etch or brush-off blast to remove laitance and to prepare surface profile. New surfaces that have been cured using membrane-forming curing compounds shall be prepared by brush-off blast method.
 5. Acid etching: Prepare surface profile by uniformly etching surface to a texture, to touch, of 100 grit sandpapers; do not over-etch surface. After etching, surface shall be free from surface glaze, laitance, salts, loosely adhering material, etching solutions, and foreign material of any kind.

- a. After detergent cleaning and while floor is in a saturated but surface dry condition, apply acid solution (1 part 20 degree Baume muriatic acid to 2 to 4 parts potable water) using low pressure spray equipment.
 - b. When bubbling action begins to subside, remove salt formations, loose material, and spent solution by scrubbing with stiff bristle broom and flushing with water under moderate pressure. Repeat rinsing operation until pH test papers yield a pH of 7 or higher on the surface.
6. Brush-off blast cleaning: Prepare surface profile and remove laitance and solid contaminants from surface by abrasive blast cleaning. After blast cleaning, surface shall be free from curing compounds, surface glaze, laitance, salts, loosely adhering material, and foreign material of any kind.
- a. Perform blasting operation so as to open any surface voids, bug holes, etc., and to remove curing compounds, surface glaze, laitance, salts, loosely adhering material, and foreign material of any kind, but without exposing underlying aggregate or fracturing aggregate surfaces.
 - b. Use only dry, oil-free air and clean media, unless other blast cleaning methods are approved.
 - c. After blast cleaning, completely remove dust and loose particles by vacuuming; brushing or blowing will not be permitted.
 - d. Patch surface voids, bug holes, etc., in an approved manner, and allow to cure before applying coatings.
7. Allow substrate to dry thoroughly. Test for moisture in accordance with coating manufacturer's recommendations before applying coatings.

C. Masonry:

1. Apply coatings to fully cured surfaces that are at least 28 days old.
2. Perform any required surface repairs before applying coatings. Remove any fins or protrusions from surface. Patch any holes and cracks in an approved manner. Verify the joints are struck flush or concave unless otherwise specifically required.
3. Clean surface of all dirt, oil, wax, grease, or other contaminants. Use appropriate detergents and hot water. Thoroughly flush cleaning agents from surface.

D. Wood: Scrape and remove any sap or pitch deposits from surface and clean with mineral spirits. Seal any knots and pitch pockets with a suitable product recommended by the coating manufacturer. Sand rough spots. Remove dust.

1. After first coat has dried, fill holes, cracks, or depressions with suitable wood filler recommended by the coating manufacturer. Sand filler when dry.
2. Sand surfaces lightly between successive coats. Remove dust.

E. Ferrous Metal:

1. Clean and prepare surface profile in accordance with the applicable SSPC specifications for hand tool or power tool cleaning.
2. Intricate fabricated shapes may be pickled in lieu of hand or power tool cleaning.
3. Before hand or power tool cleaning, remove visible oil, grease, soluble welding residue, and salts by solvent cleaning. After hand or power tool cleaning, re-clean surfaces if necessary.
4. Before touching up coatings damaged by handling or welding, prepare damaged surfaces.

F. Galvanized Metal: Solvent clean in accordance with SSPC specifications.

G. Gypsum Board:

1. Latex Fill minor defects

2. Spot Prime Defects after repair

- H. Mildew:
1. Remove mildew by scrubbing with solution of trisodium phosphate and bleach.
 2. Rinse with clean water and allow surface to dry.

3.03 MIXING AND THINNING

- A. Remove and discard any skin formed on surface of coatings in containers. Discard any containers where skin comprises 2 percent or more of the remaining material. Do not add thinner except as specifically recommended (not merely permitted) by the coating manufacturer for proper coating application under the circumstances prevailing at the project site when application equipment recommended by the coating manufacturer is employed. Use only the quantities and the types of thinner recommended.
- B. Mix materials using mechanical mixers in accordance with coating manufacturer's instructions. Agitate mixed materials during application if recommended by manufacturer.
- C. Combine multi-component paints in quantities needed for use within the manufacturers recommended pot life at the anticipated application temperatures. Discard remaining mixed material after pot life has expired.
- D. Strain pigmented coatings after mixing except where mechanical application equipment is provided with effective strainers.
- E. Tinting: Except where coating materials cannot be tinted, tint each successive coat of paint a sufficiently contrasting color to facilitate identification of complete coating coverage.

3.04 APPLICATION

- A. General:
1. Apply coatings in accordance with coating manufacturer's instructions and using application method best suited for obtaining full, uniform coverage of surfaces to be coated.
 2. Employ only application equipment that is clean, properly adjusted, in good working order, and of the type recommended by the coating manufacturer.
 3. Apply successive coats after adequate cure of the preceding coat and within the recommended recoating time.
 4. Apply each coat to achieve the dry film thickness per coat recommended by the coating manufacturer. Application rates in excess of those recommended and fewer numbers of coats than specified will not be accepted.
 5. Completed coatings shall be free of defects such as runs, sags, variations in color, lap or brush marks, and skips.
 6. Apply coatings according to the schedule at the end of this section and as otherwise indicated. Coat all similar surfaces not specifically mentioned unless specifically exempted.
 - a. Ensure that all surfaces receive a dry film thickness equivalent to those of flat surfaces.
 7. Coat front and back of miscellaneous items such as covers, access panels, and grilles. Apply fully finish coats behind movable items of furniture and equipment before installation. Apply prime coat only behind non-movable items of furniture and equipment before installation.
 8. Sand gloss coats before applying subsequent coatings.
- B. Remove coatings not in compliance with this specification, re-clean and re-prepare

surfaces as specified, and apply coatings to comply with the contract documents.

C. Scheduling:

1. Apply first coat of material to properly prepared surfaces without delay.
2. Apply successive coats within the time limits recommended by the manufacturer

D. Mechanical Items:

1. Paint mechanical items exposed to view in finished spaces and in equivalent rooms.
2. Color-Code items in accordance with requirements indicated in respective sections.

E. The General Construction Work Contractor / Painting Contractor is responsible for finish painting of the entire project as noted within these specifications.

3.05 PRIME COATS

A. General:

1. Field apply bottom coats scheduled except where the contract documents require shop coating of ferrous metals.
2. Where first coat shows signs of suction spots or poorly sealed areas, reapply first coat material to adequately seal surface before preceding with successive coats.
3. Apply block fillers using manufacturer's recommended application techniques with sufficient material and coats to achieve a pinhole-free surface.
4. Ferrous metals that have not been shop primed shall be field primed promptly after arrival at the site or shall be stored away from the effects of weather.
5. Re-prepare and retouch damaged prime coats using approved, compatible primer.

B. Primers for Catalyzed Coatings: Where catalyzed bottom coatings are scheduled for metal surfaces, standard "shop primers" will not be accepted; apply only the coatings scheduled in this section. Either field-apply the scheduled coatings to bare, properly prepared metal or arrange with suppliers of these items to shop-apply the scheduled coatings to bare, properly prepared metal (unless shop or field application only is specifically indicated).

C. Primers for Wood and Wood Products:

1. Apply first coat to wood upon receipt at the site and before wood is exposed to sun or rain.
2. Before installation, prime both concealed and exposed surfaces of interior wood, including cut ends.

3.06 FINISH COATS

A. Number of Coats and Minimum Coating Thickness:

1. Apply not less than the number of coats indicated.
2. Apply each coat to achieve not less than the dry film thicknesses indicated per coat.
3. Apply additional coats at no additional cost to the owner when necessary to achieve complete hiding, uniform texture, or uniform sheen and appearance.

3.07 CLEANING AND PROTECTION

A. Cleaning:

1. Clean work area on a daily basis; dispose of spent materials and empty containers. If

requested, turn over the architect all empty coatings containers used during the course of each day.

2. Remove all trace of coatings from adjacent surfaces not scheduled to be coated. Remove by appropriate methods that do not damage surfaces.

B. Protection:

1. Protect work against damage until fully cured. Provide signs identifying wet surfaces until surfaces are adequately cured.
2. Shortly before final completion of the project, examine surfaces for damage to coatings and restore coatings to new, undamaged condition.
3. Touch-up of minor damage will be acceptable where result is not visibly different from surrounding surfaces. Where result is different either in color, sheen, or texture, recoat entire surface.

END OF SECTION 099000

SECTION 149100 - FACILITY CHUTES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: The Work of this Section includes, but is not limited to the following:

1. Prefabricated waste chutes.

1.2 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product specifications, performance data sheets, and installation instructions for each principal component of the waste chute and include certified test reports on operation of unit.
- B. Shop Drawings: Submit plans, elevations and details for Work not fully shown by published product data; include rough-in dimensions and service connection details.
1. Plans: Scale 1/4 inch to 1 foot; indicate locations, dimensions, and required associated construction activities.
 2. Elevations/Sections: Scale 1/4 inch to 1 foot; indicate locations, dimensions, and required associated required construction activities.
 3. Details: Scale 1/4 inch to 1 foot; indicate:
 - a. Shop drawings specific to project conditions.
 - b. Interface with adjacent construction.
 - c. Dimensions and tolerances.
 - d. Floor opening dimensions coordinated with floor frame legs.
 - e. Products required for installation of the waste chute, but not supplied by waste chute manufacturer.

1.3 INFORMATIONAL SUBMITTALS

- A. Maintenance Manuals: Submit bound maintenance manuals for each major operational unit of equipment. Including operating and maintenance instructions, parts listing, parts inventory listing, purchase source listing for operational/maintenance materials, emergency instructions and similar information.
- B. Certificates: Provide written statement certifying that installed equipment operates properly and meets referenced code requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
1. Maintenance Proximity: Not more than a maximum of three hours' normal travel time from Installer's place of business to Project site, unless otherwise required.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Waste Chute Standards: Comply with Federal, State and Local regulations; and comply with other standards as indicated.
1. ANSI Standards: Comply with the following standards as applicable to required units:
 - a. ANSI/NFPA 82, "Incinerators, Waste and Linen Handling Systems and Equipment".
 - b. ANSI Z245.1, "Safety Requirements for Waste Collection and Compaction Equipment".
 2. UL Labels: Provide waste chute door/frame assemblies bearing UL "B" label for 1.5-hr. protection with 30-min. temperature rise of 250 deg F.
 3. Codes: New Jersey Building Code, Local code, US Fair Housing Act, and Americans with Disabilities Act (ADA).
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated.
1. Test Pressure: Test at atmospheric (neutral) pressure according to NFPA 252 or UL 10B.
 2. Intake Door: Class B labeled; 1-hour fire rated with 30-minute temperature rise of 250 deg F.
 3. Discharge Door: Class B labeled; 1-hour fire rated with 30-minute temperature rise of 250 deg F.
 4. Access Door: Class B labeled; 1-1/2-hour fire rated with 30-minute temperature rise of 250 deg F.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction.
- D. Activating Force: Force required to activate operable parts shall be 5 lbs. maximum.

2.2 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products as manufactured by one of the following, or equal as approved by the Architect:
1. Eastern Cyclone Industries, Inc.
 2. Metropolitan Compactor Service Corporation.
 3. Midland Metalcraft Co.
 4. U.S. Chutes Corp.
 5. Wilkinson Hi-Rise LLC.

2.3 WASTE CHUTE COMPONENTS

- A. General: Provide manufacturer's standard chute with support units, expansion joint materials; roof counter flashing and retainer band, roof vent unit; intake chute sections; discharge doors; flushing units; integral smoke detector, sprinkler heads, standard accessories and fasteners.
- B. Chute Metal: Aluminum-coated (aluminized) steel sheet ASTM A 463, Type 1 with T1-40 coating, 16 gage (0.062 inch thick), 24 inches in diameter. Furnish chute with manufacturer's standard sound deadening material.

- C. Chute Intake Door/Frame Units: Stainless steel door units, AISI Type 302/304.
1. Accessibility Standard: Comply with applicable provisions in ICC A117.1.
 - a. Door Type: Bottom hinged, hand operated self-closing positive latching doors.
 - b. Foot Operators: Hopper-type door operators that unlatch and open door when foot pedal is depressed.
 2. Size: 15 by 18 inches unless otherwise indicated.
 3. Finish: Manufacturer's standard.
 4. Locks: Cylinder locks with keys that are removable only when cylinder is locked. For each chute, key locks keyed alike. For each door, furnish four keys.
 5. Baffles: Rubber-back draft baffles at each intake.
 6. UL Labeled Door Units: Provide UL "B" labeled door units, 1 hour with 30-min temperature rise rating of 250 degrees F, complete with closers.
 7. Electrical Interlocks: Equip intake door units with electrical interlocks; normally unlocked, locked when energized. Design door locks for wiring together, and for connection to power source and controls. Conduit for wiring is not work of this section.
 8. Mechanical Interlocks: Interlock system operated from discharge door to automatically lock intake doors.
 - a. Single Door Use: Provide interlock system which locks all other doors of chute when any one door is open.
 - b. Fire Protection: Provide interlock system with temperature-rise elements which lock all doors of chute at predetermined, adjustable temperature in chute.
 - c. Manual Control Switch: Provide interlock system with manual control stations where indicated, with switch to lock all doors of chute during shut-down hours and service operations.
- D. Chute Discharge Door Unit. Provide 16 gauge aluminized steel type "A" open end chute discharge rolling steel door with 165°F. fusible link hold open on an inclined steel track at the bottom of the chute to close automatically when the ambient temperature reaches 165°F. or as required by New Jersey Building and Fire Codes.
- E. Discharge: Direct discharge gate: U.S. #16 gauge aluminized steel, horizontal discharge gate with 165°F fusible link hold open – where required by local building and/or fire codes.
- F. Access Door for sanitary wash-down above top intake door: 15" wide x 15" high side hinged, hand operated with locking handle, positive latching door with a 1-1/2 hour, Underwriters Laboratories "B" Label rating.
- G. Offsets in the chute, if required, shall be made the same or larger diameter as the chute of #16 US gauge aluminized steel and have an additional layer of reinforcing material at the impact area.
1. Offsets within the flow of waste are not to deviate more than 15° off the vertical axis of the chute, per NFPA 82.
- H. Floor Flanges: 22 gage. galvanized deck flanges, unless otherwise indicated.
- I. Sound Insulation: Manufacturer's standard.
- J. Sound Barrier Accessories:
1. Daubert 934 sound coat vibration dampening compound to the exterior of chute only, as recommended by the manufacturer.
 2. Type ND neoprene vibration mount" sound isolator pads at each floor support frame, as manufactured by the Mason Industries.

- K. Roof-Termination Vent Unit: Provide vent unit with roof-deck flange. Comply with NFPA and New Jersey Building Code or local code requirements for chute extension to 6 feet above highest adjacent roof construction, with full diameter screened vent area and metal safety cap or glass explosion-release cap. Provide nonferrous metal roof counterflashing and clamping ring, compatible with chute metal.
- L. Heat and Smoke Detector System: Interlock system with temperature rise elements that locks chute doors when temperature in chute reaches a predetermined, adjustable temperature.
 - 1. Locate smoke detector outside discharge door with solenoid to close discharge door.
- M. Fire Sprinklers: Equip chute with sprinkler heads in accordance with NFPA Standard No. 13, ready for piping connections by others. Provide rated access doors for maintenance of heads. Except as required by governing regulations, provide 1/2 inch I.P.S. heads, one in chute above highest intake door at first intake door above discharge, and one located at intake door on alternate floors.
 - 1. At Contractor's option and subject to New Jersey Building Code or local code requirements, provide intake door with integral sprinkler head. If so provided, separate sprinkler access doors may be omitted. Required access doors shall be rated to comply with shaft rating.
 - 2. Coordinate sprinkler installation with Work of other applicable Sections.
 - 3. Provide protective guard at each sprinkler head.
- N. Flushing Spray Unit: Provide 3/4 inch I.P.S. spray head unit in chute above highest intake door, ready for hot water piping connection (as Work of another Section). Provide access for maintenance of head and piping.
 - 1. Equip spray unit with disinfecting and sanitizing unit, including 1-gal tank and adjustable proportioning valve with by-pass for manual control of sanitizing and flushing operation.

2.4 FABRICATION

- A. Waste chute shall be fully factory assembled and all joints, except those required to separate the sections for shipment and installation shall be welded or lock-seamed tight. Floor intake doors shall be bolted in place on throats formed into the chute.
- B. Chute sections shall flash inside the sections below and there shall be no bolts, clips, or other projections inside the chute to snag the flow of material.
- C. Prepositioned support frames shall assure proper intake levels and there shall be an expansion joint in the chute between all support joints.
- D. Discharge hoppers and offsets, where required, shall be reinforced and separately supported in the impact area.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with NFPA 82 requirements and with chute manufacturer's written instructions. Assemble components with tight, non-leaking joints. Anchor securely to supporting structure to withstand impact and stresses on vent units. Install chute and components to maintain fire-resistive construction of chute and enclosing chase.

- B. Install chutes plumb, without offsets or obstructions that might prevent materials from free falling within chutes.
- C. Anchor roof flanges of chute vents before installing roofing and flashing. Install chute-vent counterflashing after roofing and roof-penetration flashing are installed.
- D. Intake and Discharge Doors: Interface door units with throat sections of chute for safe, snag-resistant, sanitary depositing of materials in chutes by users.
 - 1. Interconnect sanitizer control with door interlock system.
- E. Electrical Interlock System: Comply with applicable NECA 1 recommendations.
- F. Test chute components after installation. Operate doors, locks, and interlock systems to demonstrate that hardware is adjusted, and electrical wiring is connected correctly. Complete test operations before installing chase enclosures.
- G. Test heat and smoke-sensing devices for proper operation.
- H. Operate sanitizing unit through one complete cycle of chute use and cleanup, and replenish chemicals or cleaning fluids in unit containers

3.2 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to inspect installation, perform testing, and furnish reports to Owner.
- B. Inspections:
 - 1. Fire-rated door inspections: Inspect each fire-rated door according to NFPA 80, section 5.2.
 - 2. Repair or remove and replace door installations where inspections indicate that they do not comply with specified requirements.
 - 3. Reinspect repaired or replaced doors to determine if replaced or repaired door installations comply with specified requirements.
 - 4. Prepare and submit separate inspection report for each fire-rated door indicating compliance with each item listed in NFPA 80 and NFPA 101.
- C. Test chute components after installation.
 - 1. Operate doors, locks and interlock system to demonstrate that hardware is adjusted, and electrical wiring is connected correctly. Where possible, complete test operations prior to installation of shaft enclosures.
 - 2. Provide heat/smoke test to demonstrate that heat/smoke sensing devices and sprinkler heads are operable.
- D. Plumbing Access Doors: After construction of chase enclosure, verify that access doors have been correctly located and properly installed for their purpose.

3.3 ADJUSTING

- A. Adjust doors for smooth and balanced movement.
- B. Operate sanitizing unit through one complete cycle of chute use and cleanup and replenish chemicals or cleaning fluids in unit containers.

3.4 CLEANING

- A. After completing chase enclosure, clean exposed surfaces of chute system's components. Do not remove labels of testing and inspecting agencies.

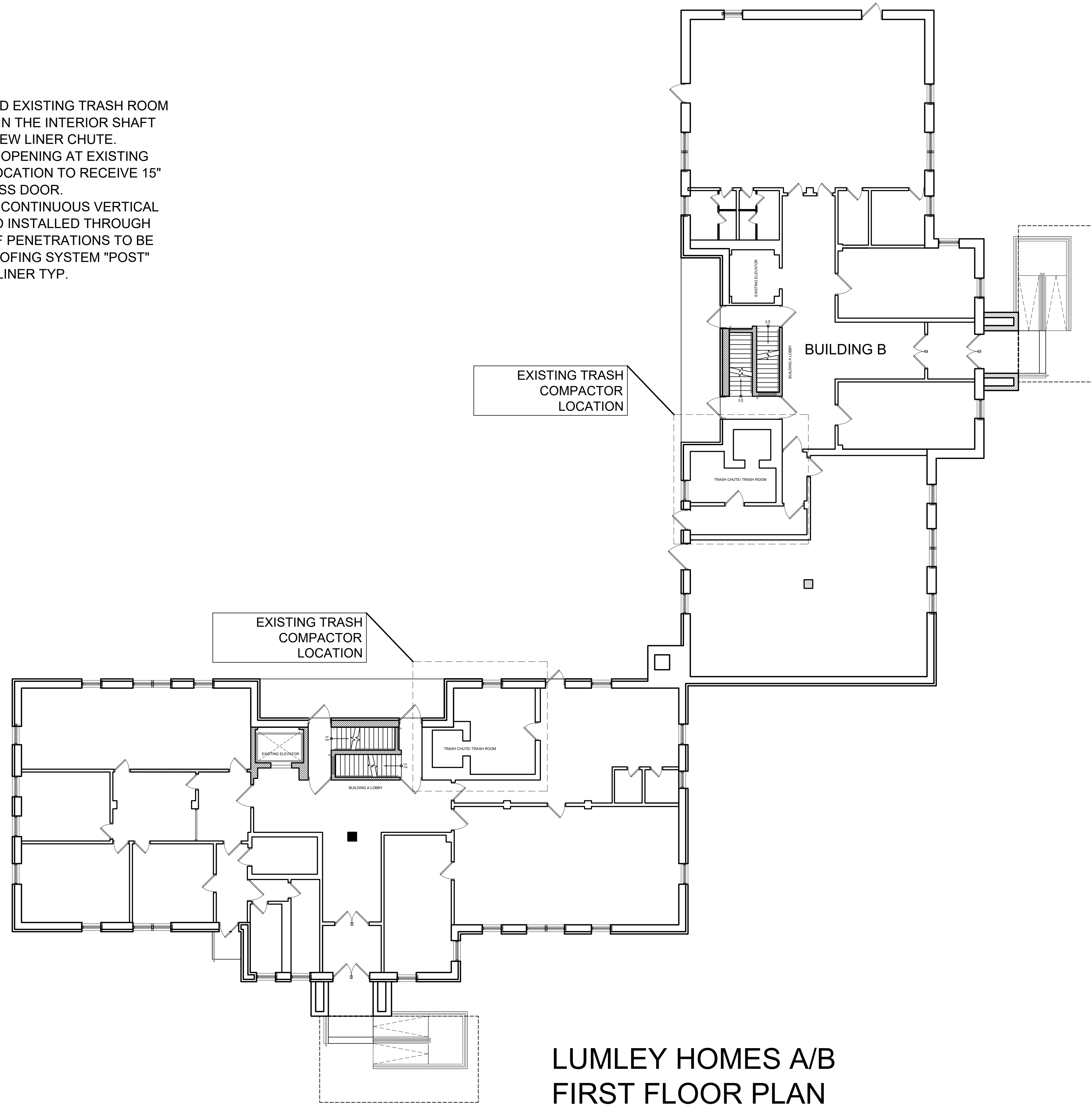
3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chute doors and related equipment.
- B. Demonstrate replenishment of sanitizing-unit chemicals or cleaning fluids.

END OF SECTION 149100

CONSTRUCTION NOTES:

1. BIDDER TO VERIFY IN FIELD EXISTING TRASH ROOM & CHUTE LOCATIONS. VIF IN THE INTERIOR SHAFT DIMENSION TO RECEIVE NEW LINER CHUTE.
2. BIDDER TO PROVIDE NEW OPENING AT EXISTING CHUTE / ACCESS DOOR LOCATION TO RECEIVE 15" X 18" TRASH CHUTE ACCESS DOOR.
3. BIDDER TO PROVIDE NEW CONTINUOUS VERTICAL LINER AT ALL FLOORS AND INSTALLED THROUGH ROOF OPENING. ALL ROOF PENETRATIONS TO BE CLOSED WITH SIMILAR ROOFING SYSTEM "POST" INSTALLATION OF CHUTE LINER TYP.



**LUMLEY HOMES A/B
FIRST FLOOR PLAN**



SEAL

Frank J. Minervini, AIA
NJ License # 12576
NY License # 03 0297 63

Anthony C. Vandermark, Jr. AIA
NJ License # 17698
NY License # 32710-1

Adrian Melia, AIA
NJ License # 18738

Ciaran Kelly, AIA
NJ License # 18866

1 11-20-2023 SD
Date Issue

Project Title
1004 COMSTOCK STREET
LUMLEY HOMES - BUILDINGS A & B
ASBURY PARK, NEW JERSEY 07712

Project Description
ELEVATOR TOWER ADDITIONS

Applicant
ASBURY PARK HOUSING AUTHORITY

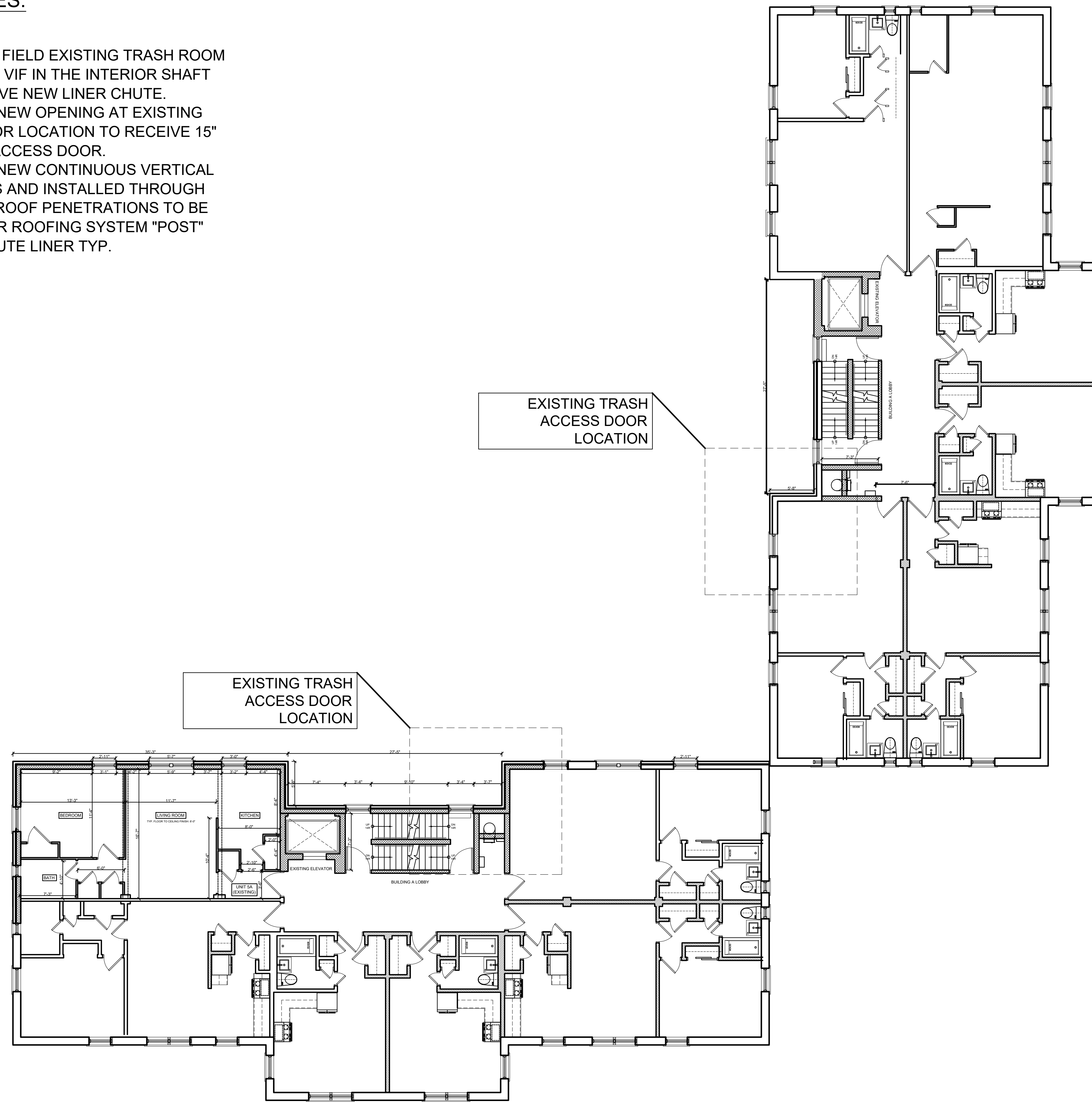
Project Number: 23-1653
Drawn by : JM
Checked by : AV
Scale : As Noted

Sheet Title
FLOOR PLANS

Sheet Number

CONSTRUCTION NOTES:

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**LUMLEY HOMES A/B
FLOORS 2 - 6**

CONSTRUCTION NOTES:

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EXISTING TRASH CHUTE LOCATIONS VIF - ELEVATION FOR CHUTE HEIGHTS

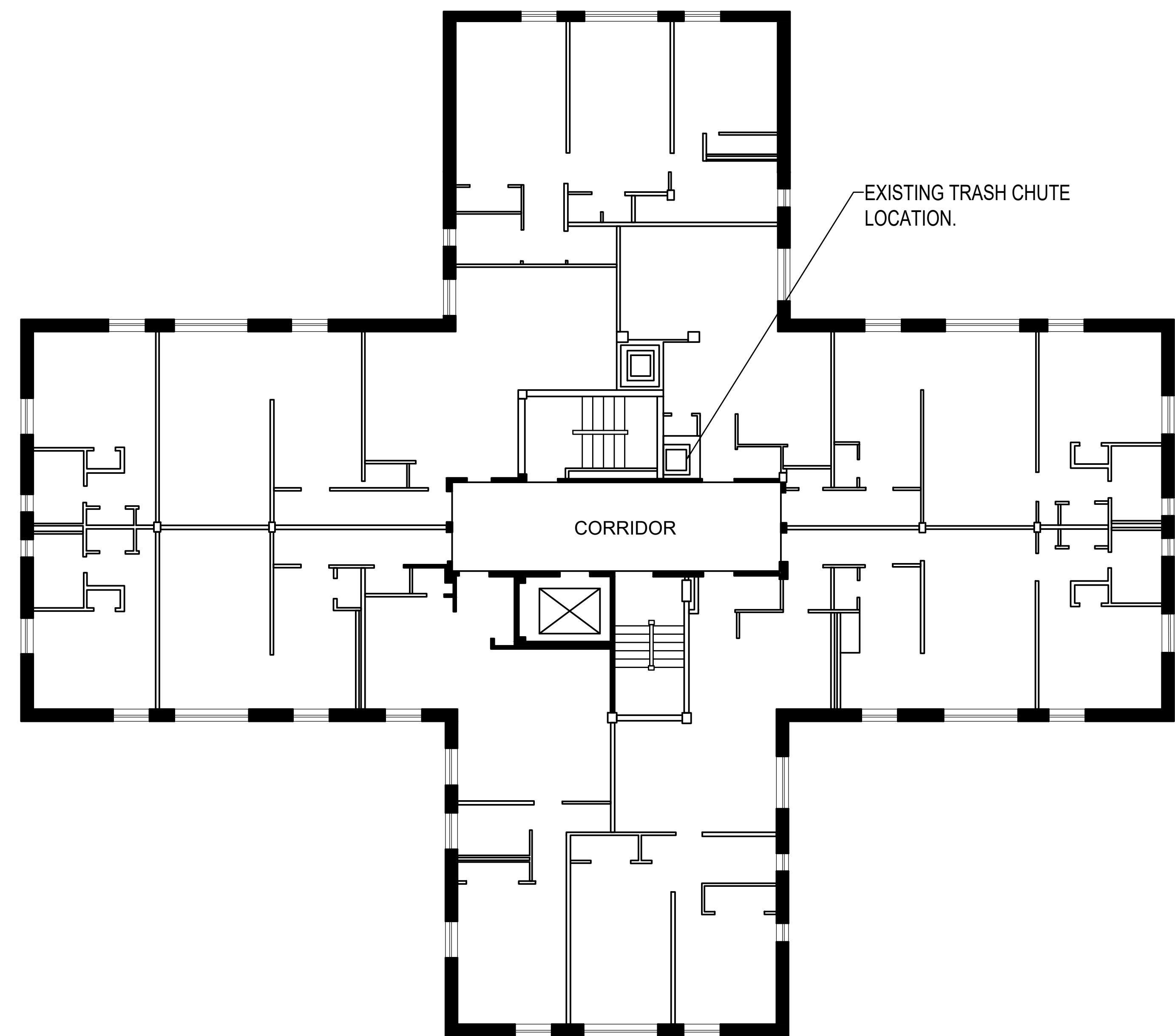
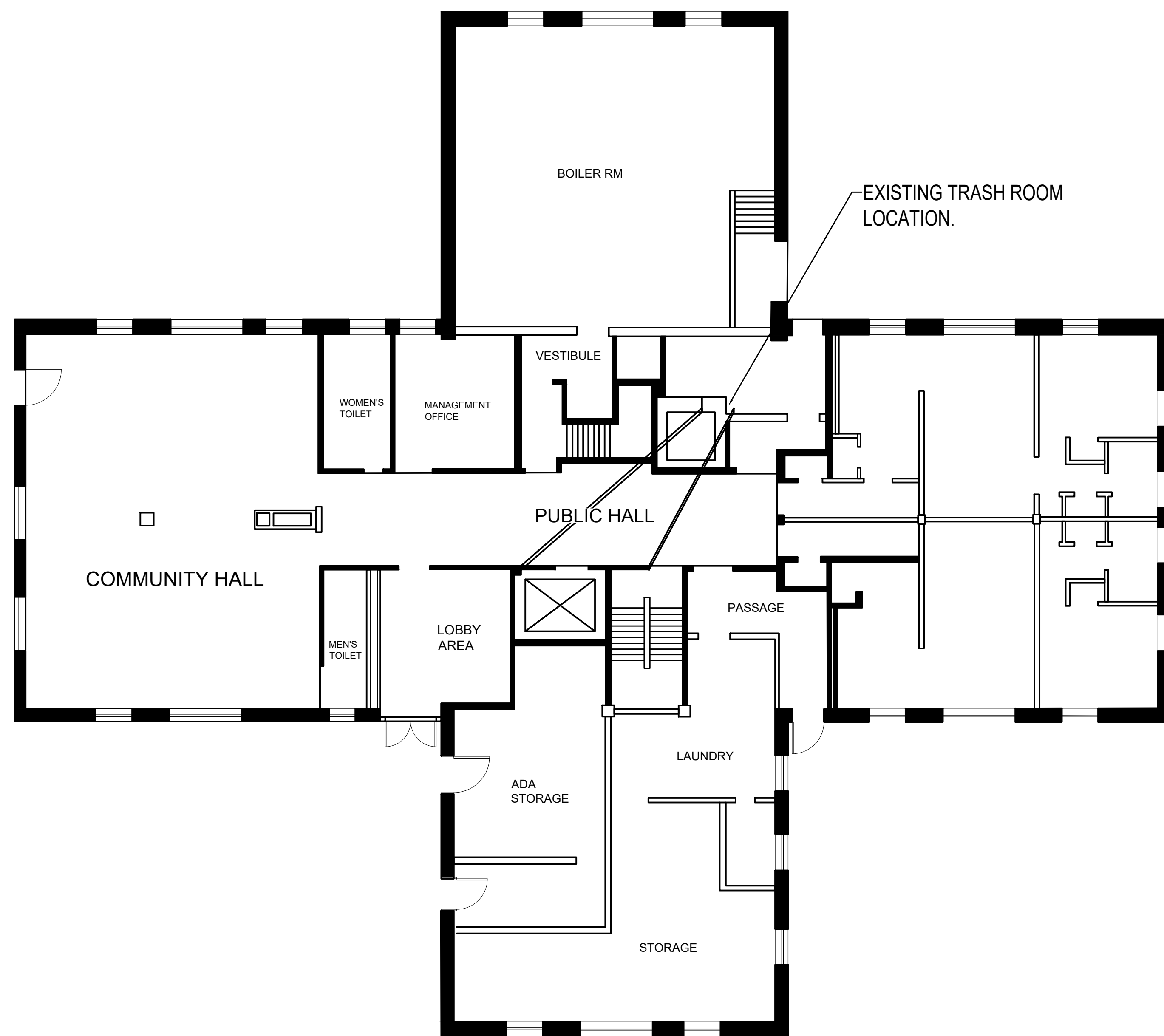


* CONTRACTOR TO PROVIDE NEW TRASH CHUTE ACCESS DOOR & LINERS AS PART OF THE BASE BID SCOPE OF WORK TYP.

CONSTRUCTION NOTES:

1. BIDDER TO VERIFY IN FIELD EXISTING TRASH ROOM & CHUTE LOCATIONS. VIF IN THE INTERIOR SHAFT DIMENSION TO RECEIVE NEW LINER CHUTE.
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*BIDDER TO VERIFY IN FIELD VERTICAL HEIGHT OF STRUCTURE FOR NEW TRASH CHUTE LINER TYP.



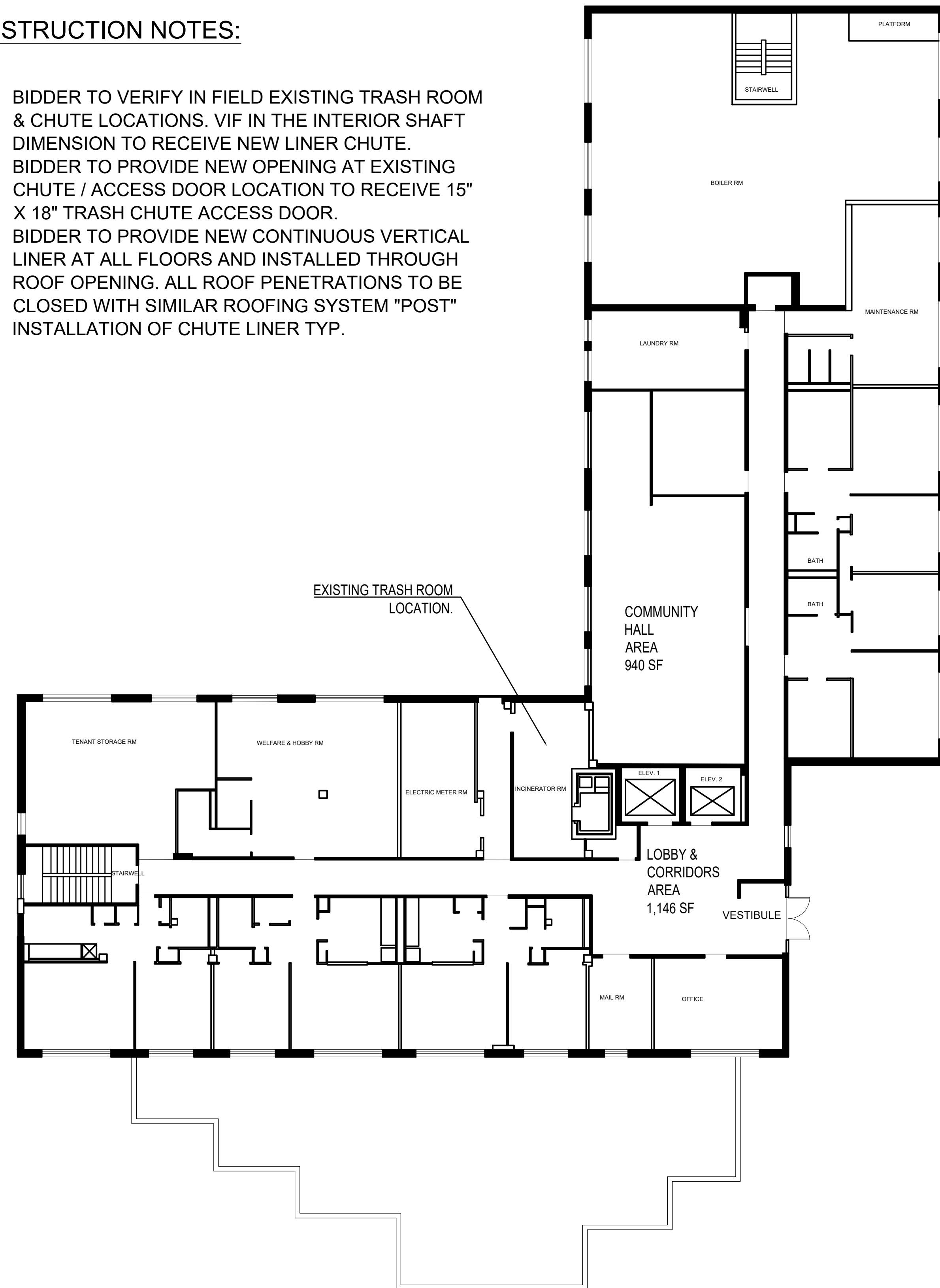
① 1ST FLOOR PLAN
SCALE: 1/8"=1'-0"

② TYPICAL FLOOR PLAN (2ND TO 7TH)
SCALE: 1/8"=1'-0"

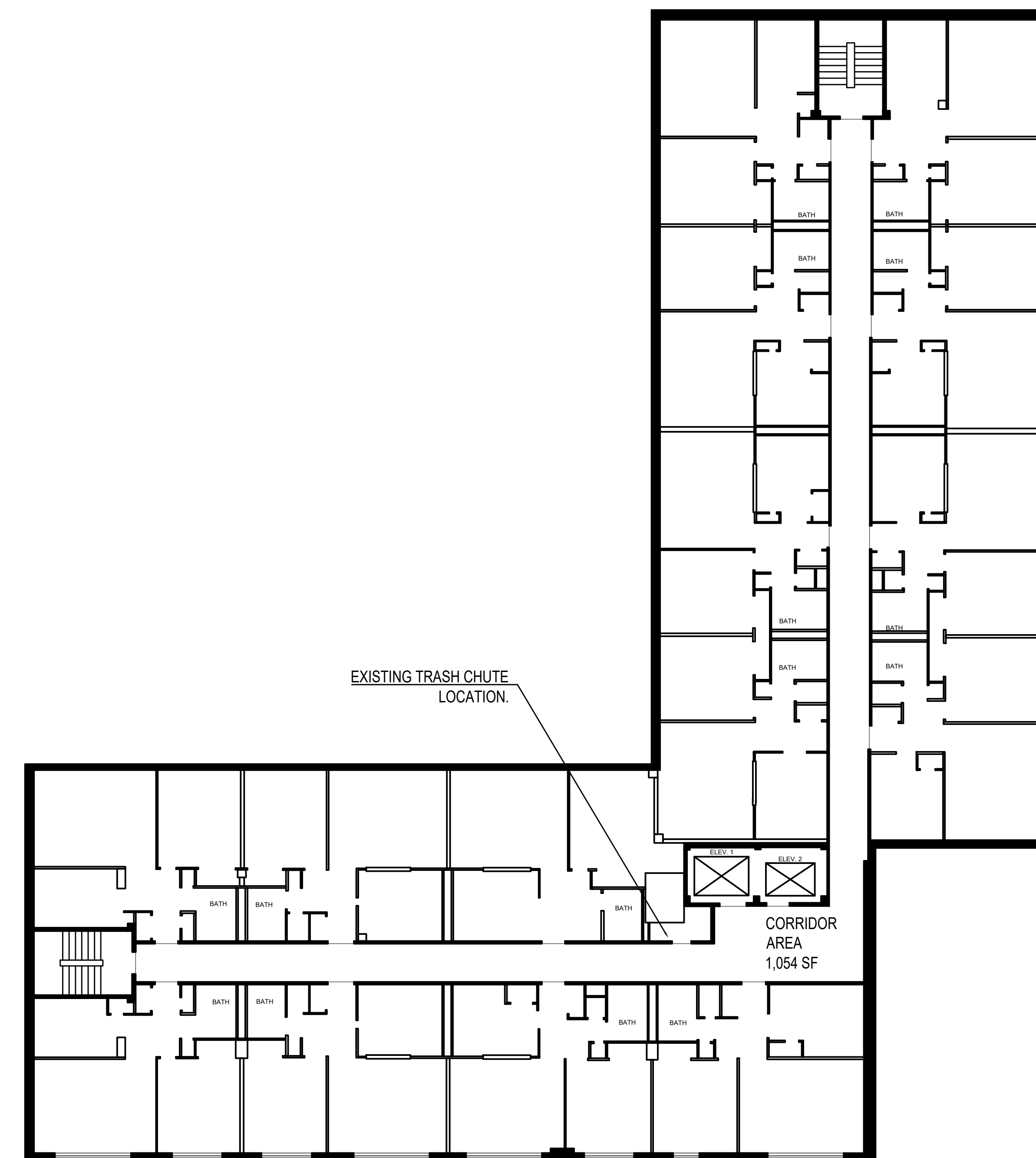
*BIDDER TO VERIFY IN FIELD VERITCAL HEIGHT OF STRUCTURE FOR NEW TRASH CHUTE LINER TYP.

CONSTRUCTION NOTES:

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① 1ST FLOOR PLAN
SCALE: 3/32"=1'-0"



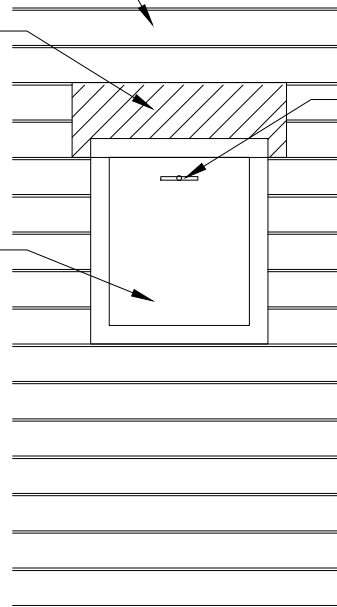
② TYPICAL FLOOR PLAN (2ND TO 8TH)
SCALE: 3/32"=1'-0"

ROBINSON TOWERS

EXISTING MASONRY
SUBSTRATE V.I.F. TYPE
AND LOCATION OF
ACCESS DOOR TYP..

NEW 4" DEEP X 30"
WIDE X 8" CONCRETE
SUPPORT LINTEL TO BE
INSTALLED ABOVE NEW
OPENING TYP.

NEW 15" w. X 18" h.
CHUTE ACCESS DOOR
W/ BOTTOM HINGE
BIDDER TO VERIFY
EXISTING FIELD
OPENING & PROVIDE
NEW ROUGH OPENING
TO RECEIVE DOOR &
SLEEVE ASSEMBLY TYP.



BIDDER TO PROVIDE
MANUFACTURER'S
RECOMMENDED ADA
COMPLIANT LEVER FOR
ACCESS DOOR TYP.

NEW TRASH CHUTE ACCESS DOOR FOR ALL SITES



Comstock Court



Lumley Homes



Robinson Towers