FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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YMCA of the Pines
1303 Stokes Road, Medford, New Jersey 08055
P 609-654-8225 F 609-654-8895
TAX ID#21-0635054

YMCA OF THE PINES
EXPLORE. GROW. THRIVE.

REQUEST FOR PROPOSAL

BID PACKAGE FOR INSTALLATION OF NEW HVAC SYSTEM

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of the Pines
1303 Stokes Road, Medford, New Jersey 08055
P 609-654-8225 F 609-654-8895
TAX ID#21-0635054

YMCA OF THE PINES
EXPLORE. GROW. THRIVE.

PMH ASSOCIATES, INC.
Mechanical & Electrical Engineering

Greg Keresztury
YMCA of the Pines
1303 Stokes Road
Medford, NJ 08055

Re: Request for Proposal

The Gloucester County YMCA is preparing to carry out a Heating and Air Conditioning Replacement project through the use of Community Development Block Grant Funds. In the implementation of this project, a formal Request for Proposals (RFP) for Heating and Air Conditioning Contractors and Installers will be posted. The RFP will be posted in the **South Jersey Times**, and on the Gloucester County YMCA's website. Interested bidders should submit proposals to YMCA of the Pines by February 5, 2025 by 12:00 PM, c/o Greg Keresztury at 1303 Stokes Road, Medford, NJ 08055, or via email to GregK@ycamp.org.

Mechanical contractor to remove two existing air handling units, condensing units, duct work, electrical power connections, piping, controls and other associated appurtenances. Install two new ductless split systems, outdoor air supply fans and controls. System one is composed of one indoor unit and one outdoor unit. System two is composed of one outdoor unit and 7 indoor units. Include all permits, duct work, piping, controls, insulation, mounting, cutting and patching, etc. for complete operational systems. An electrical contractor to provide permits, power to the indoor units, outdoor units and supply fans. All above referenced procurements will be made on a competitive basis.

Interested parties may request to participate in procurement opportunities associated with this project by contacting Greg Keresztury at 609-654-8225, via email to GregK@ycamp.org or by visiting https://ycamp.org/about/forms-documents/ within 7-days of this posted notice. Bids will be due as described above. Note, walkthroughs of the subject facility for purposes of compiling a responsive bid may be scheduled with Greg Keresztury via the contact information listed above.

"Prevailing wages established under the Davis-Bacon Act will apply to this contract. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 residents and businesses, and related matters. Section 3 requirements apply only to contracts awarded over $200,000.

The provisions of the Federal Government Department of Labor's current wage rate determinations are requirements of this project."

1217B North Church Street.Moorestown, New Jersey 08057
(856)273-0554 Fax (856)273-7701
e-mail: pmh@pmh-associates.com

cc:
I:\PMHproj\23\230088 YMCA - YMCA - TJA\Out\231108 revised bid package\Request for Proposal 231108.doc

INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Gloucester County YMCA

1. Project Location: 235 E. Red Bank Avenue, Woodbury, NJ

C. Owner: YMCA

1. Owner's Representative: Greg Keresztury, 609-654-8225, GregK@ycamp.org

D. Engineer: PMH Associates, Inc.: Todd Allen, 856-273-0554, tallen@pmh-associates.com

E. Project Description: Project consists of Mechanical contractor to remove two existing air handling units, condensing units, duct work, electrical power connections, piping, controls and other associated appurtenances. Install two new ductless split systems, outdoor air supply fans and controls. System one is composed of one indoor unit and one outdoor unit. System two is composed of one outdoor unit and 7 indoor units. Include all duct work, piping, controls, insulation, mounting, cutting and patching, etc. for complete operational systems. An electrical contractor to provide power to the indoor units, outdoor units and supply fans. Contractors are to obtain and file all required permits.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).
2. Multiple Contract Project consisting of the following prime contracts:
   a. Mechanical Construction.
   b. Electrical Construction.

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below or by email. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: February 5, 2025.
2. Bid Time: 12:00 p.m., local time.
3. Location: YMCA of the Pines 1303 Stokes Road, Medford, NJ 08055
4. GregK@ycamp.org

B. Bids will be thereafter privately opened.

1.3 PREBID CONFERENCE

A. A Prebid conference for all bidders can be scheduled with the owner’s representative.

1.4 DOCUMENTS

A. Online Procurement and Contracting Documents: Obtain access by contacting the owner’s representative.

1.5 TIME OF COMPLETION

A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.6 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

Evaluation of Proposals/Criteria

All proposals will be evaluated on the basis of whose response is the most advantageous to the Gloucester County YMCA, and whose response will provide the highest quality of service at fair and competitive prices.

The YMCA shall utilize a ten (10) point system in evaluating proposals.

Qualifications/Experience	3 points
Cost	5 points
Anticipated timeline for completion	2 points

Qualifications/Experience Criteria

1. Does the proposal demonstrate a clear understanding of the work, and is the proposal specific to the RFP requirements? 1 Point
2. Does the vendor have sufficient experience with regard to the project scope? 2 Points

Cost Criteria

5 Points on a scale awarded in comparison to other responsive, qualified bids.

Timeline Criteria

2 Points on a scale regarding anticipated completion awarded in comparison to other responsive, qualified bids.

Proposal

1 original proposal shall be submitted in a sealed envelope showing the name and address of the proposer, and plainly marked with the following:

RFP – Gloucester County YMCA HVAC
February 5, 2025 – 12:00 PM

Sealed proposals are to be submitted to:

Greg Keresztury
YMCA of the Pines
1303 Stokes Road
Medford, NJ 08055

Emailed proposals shall be sent to Greg Keresztury at GregK@ycamp.org

Proposals are to be submitted and received on or before 12 PM on February 5, 2025. Any proposal received after the specified date and time will be disqualified. It is understood and agreed upon that any person at YMCA of the Pines will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

INDOOR UNIT SCHEDULE

MITSUBISHI ELECTRIC TRANE HVAC US: CITY MULTI VRF INDOOR UNIT SCHEDULE

System Tag	Room Name	Tag Reference	Model	Type	Nominal Cooling Capacity (BTU/h)	Nominal Heating Capacity (BTU/h)	Cooling Design Entering Temp DB/WB (°F) / [Water in temp]	Heating Design Entering Temp DB/WB (°F) / [Water in temp]	Cooling Total Capacity (BTU/h)	Cooling Sensible Capacity (BTU/h)	Heating Capacity (BTU/h)	Estimated Cooling Coil LAT (°F) / [LWT]	Estimated Heating Coil LAT (°F) / [LWT]	Refrig Pipe Dim Liquid/Suction (inch)	Fan Speed Setting	Peak Fan Airflow (cfm) / [Design gpm G(US)/min]	Voltage / Phase	Electrical MCA/MFS	Notes / Options
System 1	WEIGHT ROOM	1A	TPLFYP048EM140B	Ceiling-Cassette (Four-Way)	48,000	54,000	80.0/67.0	70	46,864.7	32,837.0	52,894.4	54.9	109.7	3/8 / 5/8	HIGH	1236	208/230V/1-phase	1.27/1.27/15	1, 2, 3, 4, 5
System 2	WOMEN TOILET	AH-2A	TPKFYP006BM142B	Wall -Mounted	6,000	6,700	80.0/67.0	70	5,579.6	4,088.2	6,098.1	61.4	97.2	1/4 / 1/2	HIGH	208	208/230V/1-phase	0.19/0.19/15	1, 2, 3, 4, 5, 6
System 2	WOMEN LOCKER	AH-2B	TPKFYP012HM142A	Wall -Mounted	12,000	13,500	80.0/67.0	70	11,159.1	8,495.7	12,287.3	60.6	97.6	1/4 / 1/2	HIGH	413	208/230V/1-phase	0.38(208V)/0.38(230V)/15	1, 2, 3, 4, 5, 6
System 2	MEN TOILET	AH-2C	TPKFYP006BM142B	Wall -Mounted	6,000	6,700	80.0/67.0	70	5,579.6	4,088.2	6,098.1	61.4	97.2	1/4 / 1/2	HIGH	208	208/230V/1-phase	0.19/0.19/15	1, 2, 3, 4, 5, 6
System 2	MEN LOCKER	AH-2D	TPKFYP012HM142A	Wall -Mounted	12,000	13,500	80.0/67.0	70	11,159.1	8,495.7	12,287.3	60.6	97.6	1/4 / 1/2	HIGH	413	208/230V/1-phase	0.38(208V)/0.38(230V)/15	1, 2, 3, 4, 5, 6
System 2	STORAGE	AH-2E	TPLFYP018FM140A	Ceiling-Cassette (Four-Way)	18,000	20,000	80.0/67.0	70	16,738.7	11,365.8	18,203.4	56.7	106.7	1/4 / 1/2	HIGH	460	208/230V/1-phase	0.5/0.5/15	1, 2, 3, 4, 5, 6
System 2	CORRIDOR	AH-2F	TPMFYP006BM140F	Ceiling Cassette (One-Way)	6,000	6,700	80.0/67.0	70	5,579.6	4,925.8	6,098.1	64.8	88.4	1/4 / 1/2	HIGH	307	208/230V/1-phase	0.25/15	1, 2, 3, 4, 5, 6
System 2	CORRIDOR	AH-2G	TPMFYP006BM140F	Ceiling Cassette (One-Way)	6,000	6,700	80.0/67.0	70	5,579.6	4,925.8	6,098.1	64.8	88.4	1/4 / 1/2	HIGH	307	208/230V/1-phase	0.25/15	1, 2, 3, 4, 5, 6

Notes & Options:
1 Nominal cooling capacities are based on indoor coil EAT of 80/67°F (DB/WB), outdoor of 95°F (DB)
2 Nominal heating capacities are based on indoor coil EAT of 70°F (DB), outdoor of 43°F (WB)
3 See outdoor unit schedule for outdoor ambient conditions, connected capacity, and other factors associated with corrected capacities
4 See schematic piping/control diagram for indication of required indoor unit remote controllers, system controllers, and integration devices.
5 Full demand corrected capacity includes de-rate associated with indoor vs. outdoor connected capacity indicated on outdoor unit schedule for associated system.
Partial corrected capacity assumes sufficient diversity exists such that the connected capacity de-rate does not apply.
6 It is recommended to always base heating corrected capacity on full demand.
7 Provide Condensate Pump for Indoor Units up to 120,000 BTUs 100-240VAC
8 Provide Condensate Pump for Wall Mounted Indoor Units up to 120,000 BTUs 100-240VAC

OUTDOOR UNIT SCHEDULE

MITSUBISHI ELECTRIC TRANE HVAC US: CITY MULTI VRF OUTDOOR UNIT SCHEDULE

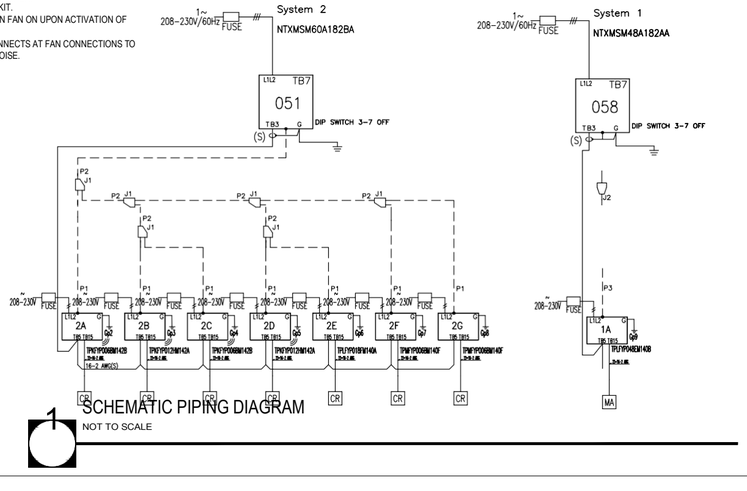
System Tag	Tag Reference	Model Number	Nominal Cooling Capacity (BTU/h)	Nominal Heating Capacity (BTU/h)	Cooling Efficiency IEER/EER [SEER]	Heating COP @ 47°F [HSPF]	Nom System Connected Capacity (% of NOM)	Design Cooling Outdoor Temp DB (°F)	Design Heating Outdoor Temp WB (°F)	Refrig Pipe Dim High/Low Pressure (inch) (See Note 4)	Corrected Cooling Total Capacity (BTU/h)	Corrected Heating Capacity (BTU/h)	Preliminary Added Field Charge (See Note 5)	Electrical-Per Module 208/230 or [460V]				Notes / Options
														Voltage / Phase	MCA 208/230 or [460V]	RFS	MOCP	
System 1	OU-1	NTXMSM48A182AA	48,000	54,000	0 / 12.2 [19.75]	3.65 [11.5]	100.0 %	93.0	43.0	3/8 / 5/8	46,864.7	52,894.4	5.6	208/230V / 1-phase	29	30	40	1, 2, 3, 4, 5, 6, 7, 8, 9
System 2	OU-2	NTXMSM60A182AA	60,000	66,000	0 / 12.2 [18.9]	3.9 [11.35]	100.0 %	93.0	43.0	3/8 / 3/4	60,330.6	64,648.8	6.8	208/230V / 1-phase	36	40	50	1, 2, 3, 4, 5, 6, 7, 8, 9

Notes & Options:
1 Nominal cooling capacities are based on indoor coil EAT of 80/67°F (DB/WB), outdoor of 95°F (DB)
2 Nominal heating capacities are based on indoor coil EAT of 70°F (DB), outdoor of 43°F (WB)
3 Efficiency values for EER, IEER, COP are based on AHRI 1230 test method for mixture of ducted & non-ducted
4 For systems with multiple modules, refrigerant pipe dimensions indicate total system combined piping
5 Added field charge listed is in addition to factory charge, this must be updated based upon final as-built piping
6 Factory representatives shall review the project prior to and throughout the installation of CITY MULTI equipment
7 Factory representatives shall startup and commission CITY MULTI equipment upon completion of equipment
8 Factory representatives shall provide on-site assistance for the BMS integration of the CITY MULTI equipment
9 Factory representatives shall provide end-user training on the CITY MULTI equipment upon completion of the

SUPPLY FAN SCHEDULE (VENTILATION AIR)

SYMBOL	AREA SERVED BY UNIT	FAN INFORMATION			MOTOR		ELECTRICAL SERVICE					OPERATING WEIGHT (LBS)	NOTES & ACCESSORIES	BASIS OF DESIGN
		CFM	STATIC PRESS.	TYPE	DRIVE	WATTS or H.P	VOLTS	Ø	VA	MCA	MOCP			
SF-1	CORRIDOR	30	0.6" WC	INLINE	DIRECT	19	115	1	19	.17	15	6	1,2,3,4,5	FANTECH FR100
SF-2	GYM	320	0.6" WC	INLINE	DIRECT	268	115	1	268	2.24	15	12	1,2,3,4,5	FANTECH FGC10XL
SF-3	STORAGE	68	0.6" WC	INLINE	DIRECT	19	115	1	19	.17	15	6	1,2,3,4,5	FANTECH FR100

NOTES & ACCESSORIES
1. SOLID STATE SPEED CONTROL. MOUNT SPEED CONTROLLER IN A POSITION TO BALANCE FAN.
2. GRAVITY BACKDRAFT DAMPER.
3. ISOLATION MOUNTING KIT.
4. RELAY SWITCH TO TURN FAN ON UPON ACTIVATION OF INDOOR UNIT.
5. PROVIDE FLEXIBLE CONNECTS AT FAN CONNECTIONS TO PREVENT VIBRATION/NOISE.



1 SCHEMATIC PIPING DIAGRAM
NOT TO SCALE

START-UP & AIR BALANCING NOTES

1. ALL MECHANICAL EQUIPMENT SHALL BE INSPECTED AND RUN IN ACCORDANCE WITH INSTRUCTIONS OF EACH MANUFACTURERS' START-UP PROCEDURES. EQUIPMENT NOT OPERATING PROPERLY SHALL BE REPAIRED OR REPLACED. ALL EQUIPMENT REPLACEMENTS SHALL FIRST BE APPROVED BY MECHANICAL ENGINEER. ALL NEW SYSTEMS SHALL BE WARRANTED FOR MIN. ONE YEAR ON PARTS AND LABOR (MIN. 5 YEARS ON COMPRESSORS AND HEAT EXCHANGERS PARTS ONLY).
2. ALL DUCT OPENINGS SHALL BE PROTECTED DURING CONSTRUCTION TO AVOID DEBRIS FROM ENTERING THE MECHANICAL SYSTEMS.
3. DUCTS AND MECHANICAL EQUIPMENT SHALL BE THOROUGHLY CLEANED (INTERIOR AND EXTERIOR) UPON COMPLETION AND NEW FILTERS SHALL BE INSTALLED. SUPPLY OWNER WITH ONE SPARE FILTER FOR EACH FILTER INSTALLED.
4. EXAMINE ALL MECHANICAL SYSTEMS TO VERIFY THAT THEY ARE COMPLETE AND THAT TESTING, CLEANING, ADJUSTING AND ALL COMMISSIONING HAS BEEN COMPLETED.
5. EXAMINE THE OPERATION OF ALL THERMOSTATS, BALANCING DAMPERS, VOLUME DAMPERS, SYSTEMS CONTROLS, ETC. TO VERIFY PROPER OPERATION. CORRECTIONS SHALL BE MADE AS REQUIRED.
6. PROVIDE DIGITAL COPIES OF ALL EQUIPMENT SUBMITTALS, OPERATIONS, & MAINTENANCE TO THE OWNER.
7. MECHANICAL CONTRACTOR SHALL REVIEW ALL COMPONENTS OF THE SYSTEM AND THE PROPER OPERATION OF THE EQUIPMENT AND THE CONTROLS WITH THE OWNER. THE OWNER SHALL BE INFORMED HOW TO RESET THE SYSTEM AND PROGRAM THE SET POINTS IF APPLICABLE.
8. CHECK ALL CONDENSATE DRAINS FOR PROPER CONNECTIONS AND FUNCTIONING. MAKE REPAIRS AS REQUIRED.
9. THE CONTRACTOR SHALL BALANCE ALL AIR HANDLING EQUIPMENT, AIR OUTLETS, AND AIR INLETS.
10. TESTING AND BALANCING SHALL BE PERFORMED BY AN INDEPENDENT CONTRACTOR IN ACCORDANCE WITH THE LATEST AABC STANDARDS FOR FIELD MEASUREMENT AND INSTRUMENTATION, AS PUBLISHED BY THE ASSOCIATED AIR BALANCING COUNCIL.
11. THE SCOPE OF THE T&B WORK SHALL INCLUDE, BUT NOT LIMITED TO, AIR QUANTITIES AT EACH BLOWER OR FAN, OUTSIDE AIR, AIR PRESSURES, MOTOR RPM, MOTOR RUNNING LOAD AMPERAGES, VOLTAGE, INLET AND OUTLET TEMPERATURES AND AIR FLOW ACROSS ALL HEAT TRANSFER APPARATUS,VERIFICATION OF EQUIPMENT CAPACITIES, TABULATION OF ALL DESIGN AND ACTUAL DATA. TO VERIFY EQUIPMENT CAPACITIES, AIR OR WATER FLOW THROUGH THE EQUIPMENT, AND INLET AND OUTLET ENERGY CONDITIONS NEED TO BE DETERMINED. FOR HEATING EQUIPMENT THE ENERGY CONDITIONS CAN BE TEMPERATURE (AND PRESSURE FOR STEAM), AND FOR COOLING THIS NEEDS TO BE DRY-BULB AND WET-BULB TEMPERATURES. THE INLET SIDE CAN USE MIXED CONDITIONS OR RETURN AND OUTSIDE AIR.
12. DUCT LEAKAGE WILL BE DETERMINED BY THE TRAVERSE READINGS AT THE FAN FOR TOTAL CFM, LESS OUTLET AIRFLOW. SEE MECHANICAL NOTES FOR LEAKAGE LIMITS. ALL NON-COMPLYING DUCTS WILL BE CORRECTED AND RETESTED UNTIL THEY COMPLY.
13. MARK EQUIPMENT AND BALANCING DEVICE SETTINGS WITH PERMANENT IDENTIFICATION MATERIAL TO SHOW FINAL SETTINGS, AND/OR SEASONAL SETTINGS. RETURN AT SEASON CHANGE TO MAKE SEASONAL ADJUSTMENTS AND PERMANENT MARKINGS.

GENERAL NOTES

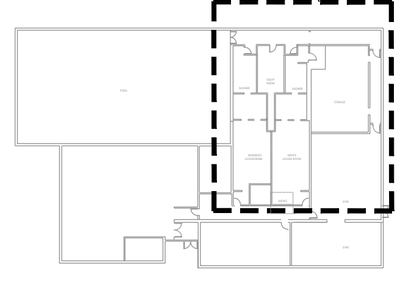
1. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE, THE MECHANICAL CONTRACTOR SHALL INCLUDE ALL NEEDED OFFSETS, CHANGES IN DIRECTION, TRANSITIONS, ETC. NEEDED FOR COMPLETE AND OPERATIONAL SYSTEMS.
2. THE CONTRACTOR WILL VISIT THE SITE AND BE FAMILIAR WITH SITE CONDITIONS. NO EQUIPMENT OR MATERIAL IS TO BE ORDERED OR FABRICATED PRIOR TO FIELD VERIFICATION OF ALL MEASUREMENTS, CLEARANCES, POTENTIAL CONFLICTS WITH EXISTING CONDITIONS OR THAT OF OTHER TRADES ON THE JOB.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE N.J. UNIFORM CONSTRUCTION CODE & ITS SUB-CODES; INCLUDING BUT NOT LIMITED TO THE 2020 NATIONAL ELECTRIC CODE, THE 2021 INTERNATIONAL MECHANICAL CODE, 2021 INTERNATIONAL ENERGY CONSERVATION CODE, AND 2021 NATIONAL STANDARD PLUMBING CODE, (LATEST EDITIONS ADOPTED BY THE NJUCC), AND THE REQUIREMENTS OF THE LOCAL AUTHORITIES.
4. QUESTIONS REGARDING THESE DRAWINGS SHALL BE ADDRESSED TO THE ENGINEER PRIOR TO THE AWARDING OF THE CONTRACT. OTHERWISE THE ENGINEER'S INTERPRETATION OF THE MEANING AND INTENT OF THE DRAWINGS SHALL BE FINAL.
5. THE MECHANICAL CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ENGINEER ON ALL MAJOR MECHANICAL EQUIPMENT (RTU, EXHAUST FANS, ROOF CURBS, FIRE STOPPING SYSTEMS, FIRE DAMPERS, SMOKE DAMPERS, SMOKE/FIRE DAMPERS, ETC.), CONTROLS WITH SEQUENCE OF OPERATIONS, DUCT SHOP DRAWINGS & TERMINAL DEVICES (GRILLES, REGISTERS, DIFFUSERS, ETC.) FOR REVIEW PRIOR TO PURCHASING.

   DIGITAL COPIES OF SUBMITTALS WILL BE NEEDED FOR FILE BY THE ENGINEER, ARCHITECT, GENERAL CONTRACTOR, AND OTHER AFFECTED CONTRACTORS. THE OTHER AFFECTED CONTRACTORS CAN INCLUDE ELECTRICAL, PLUMBING, STRUCTURAL, CARPENTRY, ETC. THE GENERAL CONTRACTOR IS TO PERFORM THE DOCUMENT DISTRIBUTION. IF THERE IS NO GC, THEN THIS CONTRACTOR IS TO DISTRIBUTE.
6. IF CONFLICTS EXIST, PRIORITY OF LOCATION IN REFLECTED CEILING GRID SHALL BE AS FOLLOWS FROM HIGH TO LOW: LIGHTS, SPRINKLER, MECHANICAL, FIRE ALARM DEVICES.
7. WARRANTY: PROVIDE MINIMUM 1 YEAR WARRANTY ON ALL EQUIPMENT, MATERIAL AND LABOR. PROVIDE 10 YEAR WARRANTY FOR EQUIPMENT ONLY ON COMPRESSORS AND HEAT EXCHANGERS.
8. PROVIDE ACCESS PANELS FOR ANY DEVICES NEEDING SERVICE OR ADJUSTMENT THAT IS NOT READILY ACCESSIBLE OTHERWISE. ACCESS PANELS SHALL MAINTAIN FIRE, SMOKE, ETC, RATINGS OF ASSEMBLIES WHERE APPLICABLE.

MECHANICAL NOTES

1. ALL DUCTWORK IS TO BE ASTM A527 w/G90 COATING PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS.
3. INSULATE SUPPLY, RETURN AND VENTILATION DUCTS IN UNCONDITIONED SPACES WITH R8, EXTERIOR FIBERGLASS BLANKET WITH FSK REINFORCED FOIL JACKET AND VAPOR BARRIER. INSULATE SUPPLY AND VENTILATION DUCTS EVERYWHERE ELSE WITH R4. EXHAUST DUCTS SHALL REMAIN UN-INSULATED UNLESS OTHERWISE NOTED.
4. FLEX DUCT PER UL 181 CLASS 1, 1-1/2" INSULATED, POLYETHYLENE INNER LAYER AND METALIZED, REINFORCED POLYETHYLENE VAPOR BARRIER OUTER LAYER. INSTALL IN ACCORDANCE WITH AIR DIFFUSION COUNCIL, FLEXIBLE DUCT PERFORMANCE AND INSTALLATION STANDARDS. FLEXIBLE DUCT LENGTH IS NOT TO EXCEED 8'-0. INSTALL WITH NO KINKS OR REDUCTIONS OF INSIDE DIAMETER.
5. USE DUCT SEALANT AT ALL DUCT JOINTS, SEAMS, AND CONNECTIONS ON DUCTS. DUCTS RUN WITH PORTIONS OUTSIDE THE INSULATION BARRIER ARE TO HAVE DUCT LEAKAGE LIMITED TO 2.5% OF TOTAL AIR FLOW. TESTING AND BALANCING WILL VERIFY THESE DUCT LIMITS, AND REPAIRS AND CORRECTIONS WILL BE MADE AND ADDITIONAL TESTING PERFORMED UNTIL LEAKAGE LIMITS ARE REACHED.
6. OUTSIDE AIR SHUTOFF DAMPER LEAKAGE RATES SHALL BE IN ACCORDANCE WITH SECTION C403.2.4.3 OF THE INTERNATIONAL ENERGY CONSERVATION CODE.
7. SEAL LONGITUDINAL SEAMS AND END JOINTS WITH MANUFACTURER'S RECOMMENDED ADHESIVE TO ELIMINATE OPENINGS IN INSULATION THAT ALLOW PASSAGE OF AIR TO SURFACE BEING INSULATED.
8. INSTALL PENETRATION FIRESTOPPING SYSTEMS TO COMPLY WITH MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND PUBLISHED DRAWINGS FOR PRODUCTS AND APPLICATIONS WHERE ANY RATED BY BARRIERS,FLOORS,WALLS,PARTTIONS,ETC ARE PENETRATED.
9. ALL FIRE DAMPERS AND SMOKE/FIRE DAMPERS ARE TO HAVE ACCESS PANELS TO FACILITATE RESETTING AND SERVICING THE DAMPERS. THIS IS TO INCLUDE PANELS IN SURFACES NEEDED TO ACCESS THE DUCT. SURFACE ACCESS PANELS ARE TO HAVE SUITABLE FIRE RATING CONSISTENT WITH THE SURFACE'S RATING. ALL FIRE DAMPERS ARE TO E TYPE B DAMPERS U.O.N.
10. INCLUDE ALL MEANS OF ADJUSTMENT NEEDED TO OBTAIN AIR FLOW DESIGN. THIS INCLUDES BELTS AND SHEAVES, VARIABLE FREQUENCY DRIVES, SPEED CONTROLLERS, SPEED TAPS, DAMPERS, ORIFICE PLATES, DIFFUSION PLATES, ETC.
11. PROVIDE SLEEVES FOR ALL PIPING AND DUCT WORK THROUGH WALLS. INSULATION SHALL BE CONTINUOUS THROUGH SLEEVE.

AREAS OF WORK



KEY PLAN
SCALE: 1/32"=1'-0"

ASSOCIATES, INC.
MECHANICAL, ELECTRICAL, FIRE PROTECTION & STRUCTURAL ENGINEERING
1217 N CHURCH ST, STE 8, MOORESTOWN, NJ 08057
856.727.2580 FAX 856.727.2700 EMAIL@MHASSOCIATES.COM
EIC: ____ FC: ____ PM: ____ DD: ____

PETER M. HONEYFORD
PROFESSIONAL ENGINEER
NJ LICENSE NUMBER 33443
EXP: 04/30/2024

NJ COA NUMBER 24GA27940200

YMCA GLOUCESTER COUNTY
235 E RED BANK AVE.
WOODBURY, NJ
HVAC RENOVATION

REVISIONS

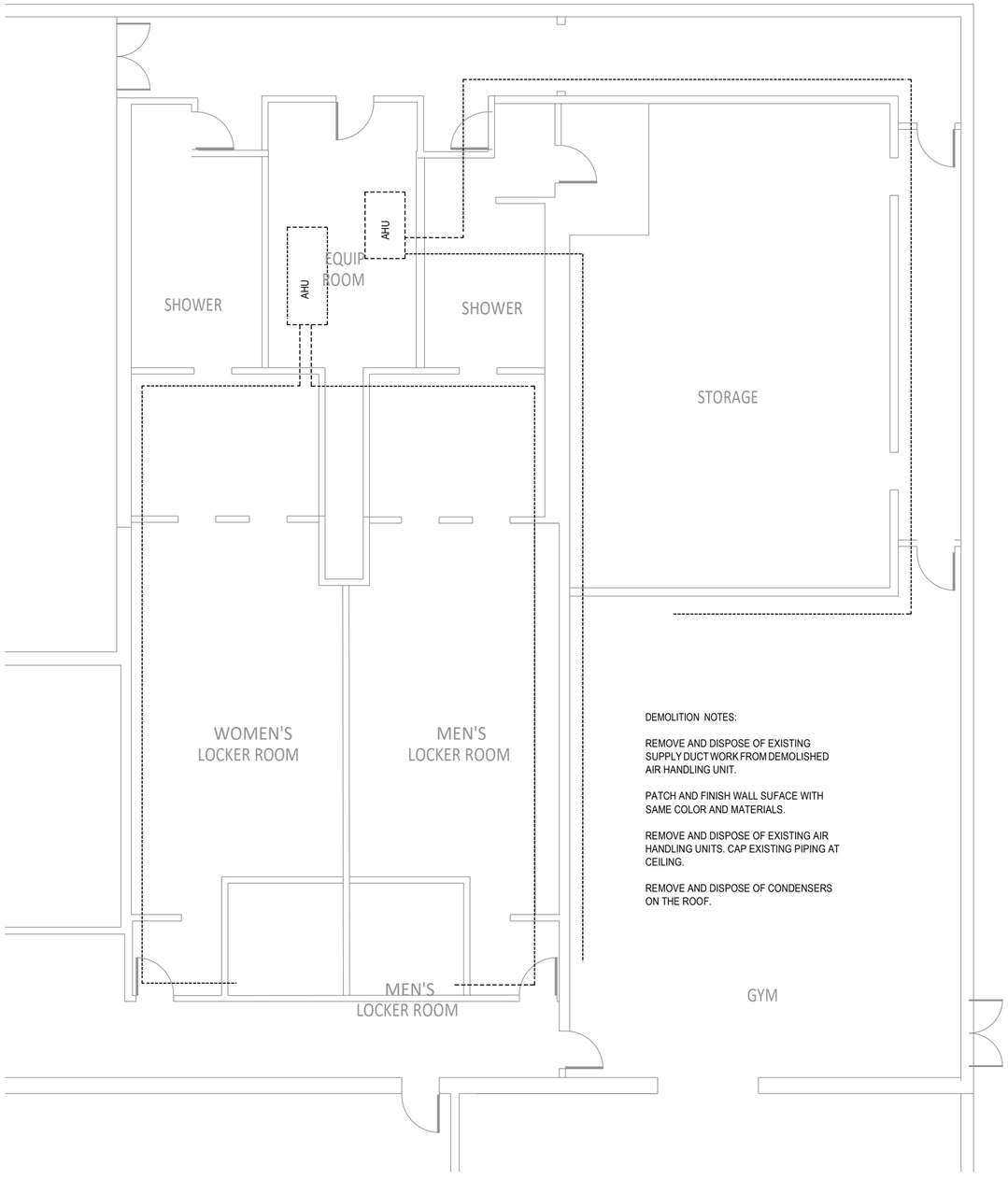
#	DATE	DESCRIPTION

BID DRAWINGS 10/4/23

DRAWING TITLE: MECHANICAL SCHEDULES & NOTES

DRAWN BY:	TJA
CHECKED BY:	PMH
SCALE:	AS NOTED
DATE:	10/4/23
PROJECT NO:	230188

DRAWING No.
M
1



DEMOLITION NOTES:

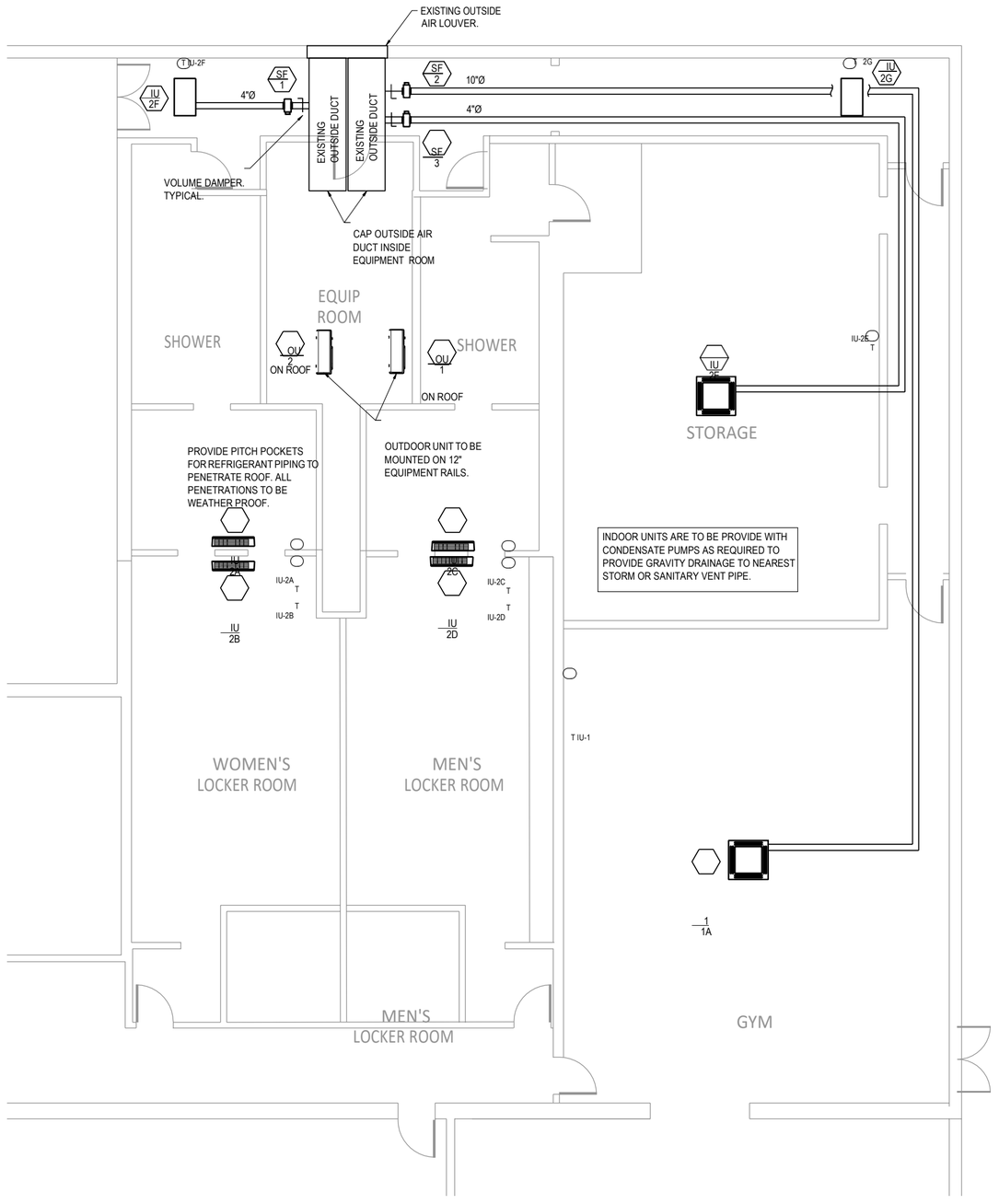
REMOVE AND DISPOSE OF EXISTING SUPPLY DUCT WORK FROM DEMOLISHED AIR HANDLING UNIT.

PATCH AND FINISH WALL SUFACE WITH SAME COLOR AND MATERIALS.

REMOVE AND DISPOSE OF EXISTING AIR HANDLING UNITS. CAP EXISTING PIPING AT CEILING.

REMOVE AND DISPOSE OF CONDENSERS ON THE ROOF.

1 MECHANICAL DEMOLITION PLAN
SCALE: 3/16"=1'-0"



2 MECHANICAL PLAN
SCALE: 3/16"=1'-0"

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PETER M. HONEYFORD
PROFESSIONAL ENGINEER
NJ LICENSE NUMBER 33443
EXP: 04/30/2024

NJ COA NUMBER 24GA27940200

YMCA GLOUCESTER COUNTY
235 E RED BANK AVE.
WOODBURY, NJ
HVAC RENOVATION

BID DRAWINGS 10/4/23

REVISIONS

#	DATE	DESCRIPTION

DRAWING TITLE:
MECHANICAL DEMOLITION PLANS

DRAWN BY: TJA
CHECKED BY: PMH
SCALE: AS NOTED
DATE: 10/4/23
PROJECT NO. 230088

DRAWING No.
M 2

SECTION 15000 - MECHANICAL SYSTEMS

GENERAL

1. GENERAL CONDITIONS

A. Conform with applicable provisions of the general conditions, supplementary conditions and the general requirements.

B. Definitions:
- B.A. Furnish means to supply and deliver to project site, ready for installation.
- B.B. Install means to place in position and make connections for service or use.
- B.C. Provide means to furnish and install, complete and ready for intended use.

2. SCOPE OF WORK

A. Provide all labor, equipment, materials, tools, erection, hoisting and incidentals required to provide heating, ventilation and air conditioning systems.

Provide equipment indicated on the drawings, and as required for a complete functioning system.

3. RULES AND REGULATIONS

A. All work shall comply with state and local code requirements as approved and amended by the governing city. Purchase all permits associated with the work. obtain all inspections required by code.

B. Where the standards of the drawings and specifications for materials and/or workmanship are higher than the requirements cited above, the drawings and specifications shall take precedence.

4. WARRANTY

A. Provide labor and materials to repair or replace defective parts and materials as required for one year after owner acceptance of the completed project. Provide a separate line item deduct amount on the proposal form to delete warranty service, at the owner's option.

5. COORDINATION

A. Coordinate with the work of other sections, equipment furnished by others, requirements of the owner, and with the constraints of the existing conditions of the project site.

B. Contractor shall execute work so that progress will harmonize with that of other trades, and so that all work may proceed as expeditiously as possible.

C. To the fullest extent possible, the work under this contract has been indicated on the drawings in such positions as to suit and accommodate the work of other trades, but the work as indicated is largely diagrammatic and the final positions of all equipment and materials cannot be indicated. Therefore, the contractor is directly responsible for the correct placement of work and the proper location and connection of work in relation to work of other trades.

6. LOCATION AND SPACE REQUIREMENTS

A. Verify spaces, dimensions, locations, and conditions required for installation of all HVAC and related work.

B. Obtain necessary rough-in data and dimensions of fixtures, equipment, tenant furnished equipment, owner furnished equipment, and equipment furnished under other sections.

C. Maintain sufficient clearance and accessibility. Interference between work of various trades will be resolved by the architect and owner in consultation with the engineer. Relocate or offset work as required to accommodate work of other trades. Maintain ceiling heights and avoid excessive furring requirements.

D. If not precisely located on drawings, obtain locations of fixtures, equipment, and appliances, from engineer. No deviations will be allowed.

7. MEASUREMENTS

A. All dimensions of work of other trades which require verification shall be verified from shop drawings of such work or from actual measurements at building, whichever is the most accurate and practical in the judgment of the contractor, who shall be responsible for the accuracy of such measurements.

PRODUCTS

1. GENERAL MATERIALS

A. All materials shall conform to applicable ASHRAE and SMACNA standards.

B. Brands of materials mentioned are used as a standard and requests for substitutions will be considered when submitted to the engineer in accordance with the provisions set forth in the supplementary general conditions.

C. Approved Equivalent refers to materials which, in the opinion of the engineer, are similar and equal in all respects to material or method indicated on drawings or as specified. Engineer is not required to prove that a substitute material is not equal to specified material. Contractor shall submit in writing to engineer evidence supporting his contention that substituted material is equivalent to material shown on drawings or specified. Engineer reserves right to reject materials and workmanship, either before or after installation, that are not shown on drawings or specifications, or substitutions that have not been approved by engineer in writing.

2. DUCTWORK

A. Duct dimensions: Unless otherwise noted, duct dimensions on the drawings are inside clear dimensions.

B. Sheet metal ductwork: Provide sheet metal ductwork fabricated and installed in accordance with ASHRAE and SMACNA standards, for 1" w.g. pressure class, seal class "A". Sheet metal shall be galvanized sheet steel of lock forming quality, ASTM A-525. All angle iron used for support shall be galvanized. Connections to walls or floor shall be air tight with angle iron and caulking. Seal all duct seams, transverse and longitudinal, air tight. Provide turning vanes at all 90° elbows.

C. Round sheet metal duct: Provide spiral seam (all sizes) or snap lock (duct sizes up to 10") galvanized steel complying with SMACNA standards. Spiral seam ductwork shall have SMACNA seam type RL-1.

D. Flexible duct: Provide factory assembled class 1 air duct (UL 181) with 1" thick 1 pcf fiberglass insulation and reinforced outer protective cover/vapor barrier. Flexible duct shall meet NFPA 90A with flame spread under 25, smoke developed under 50, and shall be rated for minimum 2" w.g. pressure and 0 to 250°f temperature. Provide screw-operated metal adjustable clamping devices. Use twist-lock conical tap collars at connections into sheet metal ductwork. Maximum extended length of flexible duct shall not exceed 6 feet.

E. Exposed ductwork: Exposed ductwork shall be cleaned of debris and oil, and left bare.

F. Duct sealant: Provide polymeric rubber type sealant for use on both interior located ductwork and ductwork exposed to outdoor conditions. Sealer shall have high bonding strength for sure, first time sealing of joints in low, medium, and high pressure duct systems.

G. Duct turning vanes: Provide fabricated turning vanes and vane runners, constructed in accordance with SMACNA "HVAC duct construction standards". Provide turning vanes constructed of curved blades, supported with bars perpendicular to blades, and set into side strips suitable for mounting in ductwork. Follow SMACNA guidelines for spacing support, and construction. All blades shall be double thickness airfoil type.

3. DUCTWORK SUPPORT

A. Hangers for horizontal sheet metal ducts.
Rectangular:

Max. Side	Metal Strap	Max Spacing
18"	1"x18 GA.	10'
30"	1"x18 GA.	10'
48"	1"x1/8 GA.	10'

Round:

Max. Dia..	Metal Strap	Max. Spacing
10"	1"x28 GA	10'
20"	1"x26 GA	10'

B. Hangers for horizontal flexible ducts.

Max. Dia.	Metal Strap	Max. Spacing
10"	3"x28 GA.	4'
20"	3"x26 GA.	4'

C. Miscellaneous Supports.
Contractor shall adequate support flexible duct connections at diffuser and grill box to minimize kinking or crushing of ductwork. Ensure flexible duct bends have smooth radii. Contractor shall utilize wide metal straps or Thermaflex Flexflow elbows or equivalent alternate.

4. DUCTWORK ACCESSORIES

A. Flexible duct connectors: Provide UL labeled 30 ounce neoprene coated fiberglass fabric duct connectors.

B. Round volume dampers: Provide minimum 20 gauge galvanized steel frame and blades, minimum 3/8" square steel axle, molded synthetic bearings, with locking position regulator. Regulator shall be positioned with sheetmetal bracket beyond duct covering. Where positioning regulator is not accessible, provide coupling and extension rod with regulator for ceiling or wall installation, as required.

C. Rectangular volume dampers: Provide minimum 16 gauge galvanized steel channel frame, 16 gauge galvanized steel blades, minimum ½" hexagonal axle, molded synthetic bearings, with 3/8" square plated steel control shaft. Linkages shall be concealed in the frame. Operating shaft shall extend beyond frame and duct to a locking quadrant with adjustable lever. Maximum blade width shall not exceed 6".

5. DUCT INSULATION

insulate supply, return and ventilation ducts in unconditioned spaces with r8, exterior fiberglass blanket with fsk reinforced foil jacket and vapor barrier. insulate supply and ventilation ducts everywhere else with r4. exhaust ducts shall remain un-insulated unless otherwise noted.

6. CONTROL SYSTEMS

A. Provide complete control systems, including all instruments, controls, thermostats, temperature sensors, low voltage wiring, transformers, and all necessary appurtenances. Low voltage wiring shall be installed in conduit in accordance with electrical specifications.

7. PIPING

A. Manufacturer to size line for distance and routing for the refrigerant piping.

B. Refrigerant piping: type acr drawn copper tubing (astm b 280) with wrought copper fittings and brazed joints (silver solder - aws a5.8 classification dag-1). if underground run in schedule 40 pvc pipe conduit.

C. Insulate suction line with 1" thick flexible elastomeric thermal insulation: closed cell, sponge or expanded rubber materials. comply with astm c 534, type i for tubular materials.

EXECUTION

1. TESTING, ADJUSTING, AND BALANCING

A. Test, adjust, and balance all mechanical systems and equipment to ensure proper balance and operation. Perform tests in accordance with NEBB or AABC and ASHRAE standards. Eliminate noise and vibration, and ensure proper function of controls. Submit completed certified test and balance report to owner's representative. Balancing contractor shall be an independent NEBB or AABC certified test and balance contractor. Balance all systems to within 10% of air flows indicated on the drawings, and report all discrepancies to HVAC installer for correction. Mark final balance positions on dampers with permanent marker. Final store balance shall be positive with respect to outdoors.

2. VIBRATION AND NOISE

A. Eliminate vibration and noise from the operation of fans, motors and equipment to the extent that they will not be heard outside of the room in which installed. Adjustments and changes to produce satisfactory quietness to be made without expense to owner.

3. OPERATING AND MAINTENANCE MANUALS

A. Provide complete operations and maintenance manuals for all mechanical equipment installed on project. Include index of equipment, directory including supplier telephone numbers, and list of recommended spare parts. Manuals shall be furnished in "d-ring" binders, clearly labeled "Operation and Maintenance Manual for Store No.____". Provide 2 copies of each manual. Provide instructions by qualified technician to owner's representative.

4. CLEANING

A. Machinery and apparatus: Thoroughly clean cement and plaster and other materials. Remove grease and oil spots with cleaning solvent. Carefully wipe surfaces clean.

B. Exposed metal work: Carefully clean with steel brush, removing all rust and soiled spots, and provide touch-up paint as required.

C. Final cleaning: Remove all scraps and installation-related debris from area. Leave entire installation area in a neat, clean and ready-to-use condition.

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REVISIONS

#	DATE	DESCRIPTION

BID DRAWINGS 10/4/23

DRAWING TITLE:
MECHANICAL SPECIFICATIONS

DRAWN BY:	TJA
CHECKED BY:	PMH
SCALE:	AS NOTED
DATE:	10/4/23
PROJECT NO:	230088

DRAWING No.
M
3

FUSE INSTALLATION REQUIREMENTS

CIRCUITS 600 AMPERES OR LESS SHALL BE PROTECTED BY CURRENT-LIMITING "BUSSMAN", CLASS J, TIME-DELAY LPJ FUSES. (600V) OR LESS FUSES. FUSES SHALL HOLD 500% OF RATED CURRENT FOR A MINIMUM OF 10 SECONDS, AND SHALL BE UL LISTED AND CSA CERTIFIED WITH AN INTERRUPTING RATING OF 300,000 AMPERES RMS SYMMETRICAL. NO SUBSTITUTIONS PERMITTED WITHOUT ENGINEER'S APPROVAL.

INCLUDE PLACARD ON EACH DISCONNECT STATING: REPLACEMENT FUSES SHALL BE CLASS J TIME-DELAY LPJ FUSES ONLY.

LABELING NOTE

ALL RECEPTACLE COVERS, SWITCH COVERS JUNCTION BOXES, DISCONNECT SWITCHES AND MOTOR STARTERS SHALL BE LABELED WITH THE CIRCUIT NUMBER(S). USE OF A P-TOUCH LABEL MAKER (OR EQUIVALENT) WITH CLEAR LABELS AND BLACK TEXT IS PREFERRED.

ELECTRICAL LEGEND

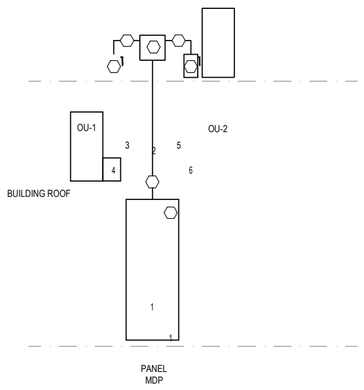
ALL MEASUREMENTS NOTED ON THE PLANS SHALL BE TAKEN FROM THE TOP OF THE OUTLET OR DEVICE

A-1	125 VOLT, 20 AMP, DUPLEX RECEPTACLE (PANEL "A", CKT "1")
A-1	125 VOLT, 20 AMP, SINGLE RECEPTACLE (PANEL "A", CKT "1")
J	JUNCTION BOX
A-1	HOMERUN TO PANEL (PANEL "A", CKT "1")
	PANELBOARD
30AS 30AF	DISCONNECT SWITCH, AMP RATING SHOWN (NF = NON-FUSED DISCONNECT)
GFI	GROUND FAULT CIRCUIT INTERRUPTER - PROVIDE AND INSTALL EITHER GFCI RECEPTACLES OR GFCI CIRCUIT BREAKERS WHEN RECEPTACLES ARE NOT READILY ACCESSIBLE.
WR	LISTED WEATHER RESISTANT DEVICE
	TELEPHONE / DATA (CAT. 5E OR CAT. 6)

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN STRICT ACCORDANCE WITH THE NEW JERSEY UNIFORM CONSTRUCTION CODE AND THE 2020 NATIONAL ELECTRICAL CODE, NEW JERSEY EDITION IN EFFECT AND LOCAL ORDINANCES.
2. ALL CONDUCTORS SHALL BE COPPER. ALUMINUM WIRE WILL NOT BE ACCEPTED UNLESS SPECIFICALLY NOTED OTHERWISE.
3. ALL CABLING SHALL BE "MC" CABLE WITH A FULL SIZE GROUNDING CONDUCTOR OR CONDUIT WITH THWN/THHN CONDUCTORS WITH A FULL SIZE GROUNDING CONDUCTOR, UON. RACEWAYS SHALL BE RUN EXPOSED IN UNFINISHED AREAS TIGHT TO THE UNDERSIDE OF STRUCTURE AND PARALLEL OR PERPENDICULAR TO THE BUILDING WALLS UNLESS SPECIFICALLY NOTED OTHERWISE
4. ALL CIRCUITS SHALL BE MINIMUM WIRE SIZE OF #12 AWG THWN/THHN COPPER EXCEPT FOR SIGNAL AND CONTROL WIRING UNLESS SPECIFICALLY NOTED OTHERWISE.
5. ELECTRICAL CONTRACTOR SHALL INSTALL AND CONNECT ALL POWER WIRING TO EQUIPMENT FURNISHED BY OTHERS AND SHALL WIRE LINE VOLTAGE THERMOSTATS FOR MECHANICAL EQUIPMENT AS WELL ALL STARTERS, RELAYS, AND CONTACTORS AND ALL OTHER MECHANICAL EQUIP.
6. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL DISCONNECT SWITCHES AS REQUIRED BY CODE WHETHER OR NOT THEY ARE INDICATED ON PLANS.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO BEGINNING WORK.
8. MULTI-WIRE CIRCUITS (NEUTRAL SHARING) ARE PROHIBITED FROM THE ENTIRE PROJECT UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE DESIGN ENGINEER.
9. DRAWINGS ARE DIAGRAMMATIC. PRIOR TO BIDDING VERIFY CONDITIONS, LOCATIONS AND REQUIREMENTS IN THE FIELD TO ENSURE A COMPLETE AND PROPERLY OPERATIONAL SYSTEM. EXAMINE ALL CONTRACT DWGS, FOR REQUIREMENTS AFFECTING WORK OF THE ELECTRICAL TRADE.
10. QUESTIONS REGARDING THESE DRAWING SHALL BE ADDRESSED TO THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS, OTHERWISE THE ENGINEER'S INTERPRETATION OF THE MEANING AND INTENT OF THE DRAWINGS SHALL BE FINAL.
11. COORDINATE LOCATIONS AND MOUNTING HEIGHTS OF THE OUTLET BOXES, JUNCTION BOXES, AND EQUIPMENT DISCONNECTION TO AGREE WITH REQUIRED LOCATIONS OF FURNISHINGS OF EQUIPMENT SERVED. GENERALLY, RECEPTACLES SHALL BE MOUNTED 18" ABOVE FINISHED FLOOR AND LIGHT SWITCHES AT 48" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. ALL MEASUREMENTS SHALL BE TAKEN FROM THE TOP OF THE J-BOX OR DEVICE.
12. THE ELECTRICAL CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ENGINEER ON ALL MAJOR ELECTRICAL EQUIPMENT (C/T CABINETS, PANELS, TRANSFORMERS, CONTACTORS, LUMINAIRE, ETC.) FOR REVIEW PRIOR TO PURCHASING.
13. INSTALL PENETRATION FIRESTOPPING SYSTEMS TO COMPLY WITH MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND PUBLISHED DRAWINGS FOR PRODUCTS AND APPLICATIONS.FLOOR PENETRATIONS REQUIRE FIRESTOPPING
14. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO RECEIVE AND REVIEW SUBMITTALS FOR ALL ELECTRIFIED EQUIPMENT TO BE INSTALLED ON THIS PROJECT. NO EQUIPMENT OR MATERIALS ARE TO BE PURCHASED OR INSTALLED PRIOR TO ENSURING THAT BRANCH CIRCUITS ARE APPROPRIATE FOR THE EQUIPMENT BEING FED. NO ADDITIONAL COSTS WILL BE APPROVED IF THIS PROCEDURE IS NOT FOLLOWED. CONTACT THE ENGINEER TO RESOLVE ANY CONFLICTS THAT MAY ARISE.
15. PROVIDE ACCESS PANELS FOR ANY DEVICES NEEDING SERVICE OR ADJUSTMENT THAT IS NOT READILY ACCESSIBLE OTHERWISE. ACCESS PANELS SHALL MAINTAIN FIRE, SMOKE, ETC, RATINGS OF ASSEMBLIES WHERE APPLICABLE.

AFF - ABOVE FINISHED FLOOR
AFG - ABOVE FINISHED GRADE
UON - UNLESS OTHERWISE NOTED
ETR - EXISTING TO REMAIN



SECTION #2

KEYED NOTES

1 LOCATE EXISTING 100 AMPERE, THREE POLE CIRCUIT BREAKER #20, AND CONNECT NEW 1-1/4"C W/(2)-#2 THWN CU + #8 AND RUN TO NEW ROOFTOP JUNCTION BOX LOCATED ADJACENT (WITHIN 10 FEET) OF NEW OUTSIDE SPLIT SYSTEM UNITS OU-1 AND OU-2. CONNECT FEEDER CONDUCTORS TO AØ AND CØ POLES OF CIRCUIT BREAKER.

2 10" x 10" x 6" WEATHER RESISTANT JUNCTION BOX. SPLICE CONDUCTORS FROM 100 AMPERE PANEL CIRCUIT BREAKER #20 TO THE CONDUCTORS FOR EACH SPLIT SYSTEM OUTSIDE UNIT.

SEE KEYNOTES #1, #3 AND #5 FOR CONDUCTOR SIZES.

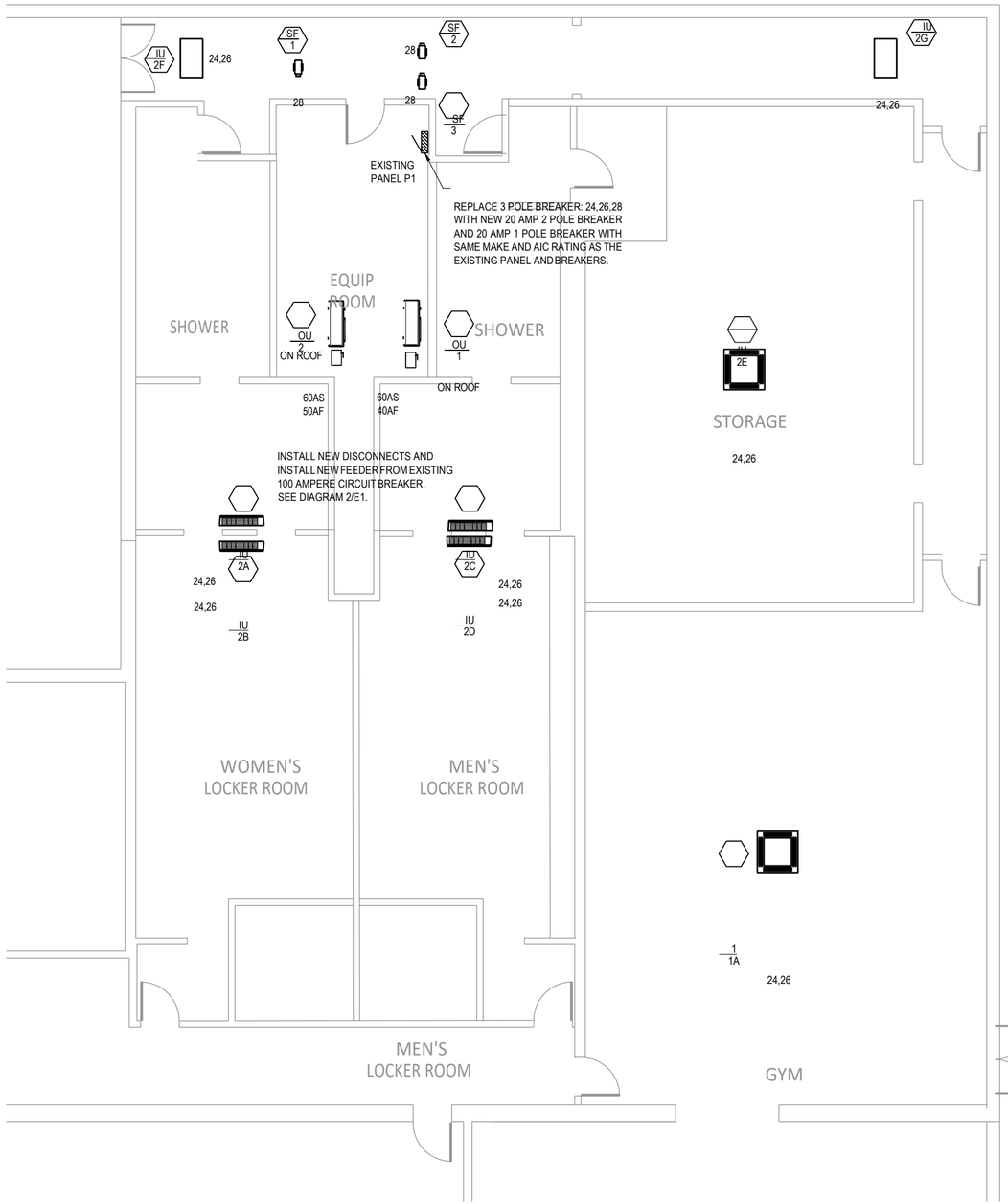
3 3/4"C W/(2)-#8 THWN CU + #10 GRND

4 60 AMPERE, 250 VOLT, 1Ø, WEATHER RESISTANT FUSIBLE DISCONNECT WITH 40 AMPERE FUSES AS SPECIFIED ABOVE.

5 3/4"C W/(2)-#6 THWN CU + #10 GRND

6 60 AMPERE, 250 VOLT, 1Ø, WEATHER RESISTANT FUSIBLE DISCONNECT WITH 50 AMPERE FUSES AS SPECIFIED ABOVE.

2 ELECTRICAL SPLIT SYSTEM CONNECTION DIAGRAM / ELEVATION
NOT TO SCALE



1 ELECTRICAL PLAN
SCALE: 3/16"=1'-0"

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#	DATE	DESCRIPTION

DRAWINGS 10/4/23

ELECTRICAL PLANS

DRAWN BY:	TJA
CHECKED BY:	PMH
SCALE:	AS NOTED
DATE:	10/4/23
PROJECT NO:	230088

DRAWING No.
E

MDP (SEC 2)
EXISTING PANEL - SURFACE MOUNTED
120 Y / 208V - 3 PHASE - 4 WIRE
INTERIOR: 400 AMP BUS - MAIN LUG ONLY
RATING: EXISTING UNKNOWN SCCR

LOCATION: ELECTRICAL ROOM
COMMENTS:

KEY NOTES:
1) NEW OR MODIFIED CIRCUIT
2) NEW BREAKER
3) LOCK ON BREAKER HANDLE

					PHASE LOADING			PANEL					
					14%	0%	14%	9%					
KEY	LOAD DESCRIPTION	OCP	P (AS)	CKT	LOAD - VA Aϕ	Bϕ	Cϕ	CKT	P (AS)	OCP	LOAD DESCRIPTION	KEY
		20			0					100		
	FRONT OFFICE A/C UNIT	20	3	19	6760	0		20	3	100	**WEIGHT ROOM & LOCKER ROOM SPLIT SYSTEM A/C UNITS**	**1**
		20				0	6760			100		
	CHEMICAL PUMPS (POOL)	20	1	21	0					20		
		40			0							
	POOL PUMP	40	3	23		0		22	3	20	AHU A/C NORTH	
		40				0	0			20		
		40			0					100		
	PARKING LOT LIGHTS	20	1	25	0					100	BASKETBALL LIGHT PANEL	
		40				0		24	3			
	POOL EXHAUST FANS (1&2)	40	3	27			0			100		
		40			0					70		
						0		26	3	70	1ST FLOOR	
	EXISTING CIRCUIT	20	1	29			0			70		
		100			0					70		
	EXISTING CIRCUIT	100	3	31	0			28	3	70	2ND FLOOR	
		100				0				70		
			1	2	0		0			40		
			1	4		0		30	3	40	UV FILTER (POOL)	
	OFFICE WALL	37	1	6			0			40		
			1	8	0							
					0			32	1	20		
			1	10		0						
						0		34	1	20		
			1	12			0					
							0	36	1			
	CONNECTED LOAD PER PHASE (kVA)				6.8	0.0	6.8					
	DESIGN LOAD PER PHASE (AMPS)				56.3	0.0	56.3					

TOTAL CONNECTED LOAD (kVA): 14 — TOTAL CONNECTED AMPS: 38
TOTAL DESIGN LOAD (kVA): 14 — TOTAL DESIGN AMPS: 38

PANEL P1
EXISTING PANEL - SURFACE MOUNTED
120 Y / 208V - 3 PHASE - 4 WIRE
INTERIOR: 100 AMP BUS - MAIN LUG ONLY
RATING: EXISTING UNKNOWN SCCR

LOCATION: ELECTRICAL EQUIPMENT ROOM
COMMENTS:

KEY NOTES:
1) NEW OR MODIFIED CIRCUIT
2) NEW BREAKER
3) LOCK ON BREAKER HANDLE

					PHASE LOADING			PANEL				
					9%	3%	9%	7%				
KEY	LOAD DESCRIPTION	OCP	P (AS)	CKT	LOAD - VA Aϕ	Bϕ	Cϕ	CKT	P (AS)	OCP	LOAD DESCRIPTION	KEY
				1	0							
	LAUNDRY LIGHTS	20	1		0			2	1	20	EXISTING CIRCUIT	
				3		0						
	SWIM HALLWAY	20	1			0		4	1	20	LOCKER ROOM SHOWERS (BOTH)	
				5			0					
	STEAM ROOM AREA	20	1				0	6	1	20	WOMENS LOCKR ROOM (FRONT)	
	MENS LOCKER ROOM (FRONT)	20	1	7	0							
					0			8	1	20	EXISTING CIRCUIT	
	UNKNOWN	20	1	9		0						
						0		10	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	11			0					
							0	12	1	20	UNKNOWN	
	EXISTING CIRCUIT	20	1	13	0							
					0			14	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	15		0						
						0		16	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	17			0					
							0	18	1	20	FREE WEIGHT AREA	
	EXISTING CIRCUIT	20	1	19	0							
					0			20	1	20	FREE WEIGHT AREA	
	EXISTING CIRCUIT	20	1	21		0						
						0		22	1	20	FREE WEIGHT AREA	
	EXISTING CIRCUIT	20	1	23			0					
							1081	24	2	**15**	**INSIDE UNITS IU-2A, 2B, 2C, 2D, 2E, 2F AND 2G**	**1,2**
	UNKNOWN	20	1	25	0							
					1081			26		**15**		
	FLOOD LIGHT	20	1	27		0						
						306		28	1	**15**	**FANS SF1, SF2 AND SF3**	**1,2**
	TREAD MILL	20	2	29			0					
							0	30	1	20	EXISTING CIRCUIT	
		20		31	0							
					0			32	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	33		0						
						0		34	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	35			0					
							0	36	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	1	37	0							
					0			38	1	20	EXISTING CIRCUIT	
	EXISTING CIRCUIT	20	2	39		0						
						0		40	1	20	EXISTING CIRCUIT	
		20		41			0					
							0	42	1	20		
	CONNECTED LOAD PER PHASE (kVA)				1.1	0.3	1.1					
	DESIGN LOAD PER PHASE (AMPS)				9.0	2.6	9.0					

TOTAL CONNECTED LOAD (kVA): 2 — TOTAL CONNECTED AMPS: 7
TOTAL DESIGN LOAD (kVA): 2 — TOTAL DESIGN AMPS: 7

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PETER M. HONEYFORD
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NJ LICENSE NUMBER 33443
EXP: 04/30/2024

NJCOA NUMBER 24GA27942200

YMCA GLOUCESTER COUNTY
235 E RED BANK AVE.
WOODBURY, NJ
HVAC RENOVATION

REVISIONS

#	DATE	DESCRIPTION

BID DRAWINGS 10/4/23

DRAWING TITLE: PANEL SCHEDULES

DRAWN BY: TJA
CHECKED BY: PMH
SCALE: AS NOTED
DATE: 10/4/23
PROJECT NO: 230088

DRAWING No.
E
2

Community Development Block Grant Program (CDBG)
Federal Requirements for Bid Documents.

The following information/documentation is required as part of the bid documents to ensure compliance with the following listed CDBG program regulations established by the U.S. Department of Housing and Urban Development (HUD) and related federal statutes.

- **Davis/Bacon Prevailing Wages** - The Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when any construction work over $2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

- The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.

- The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over $100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty ($10 per day per violation).

- **Section 3 Economic Opportunities** (24 CFR 135.3) - Section 3 is a provision of the Housing and Urban Development Act of 1968. It is intended to ensure that when employment or contracting opportunities generated from federally-funded projects necessitates the employment of additional persons, or when contract work is awarded, preference must be given to low and very low-income persons or business concerns residing or doing business in the community where the project is located. Capital projects in excess of $200,000 funded in whole or in part with CDBG funds are subject to Section 3.

- **Equal Employment Opportunity -** Contracts over $10,000 are subject to Executive Order 11246 which prohibits employment discrimination by Federal contractors and subcontractors and federally-assisted construction contractors and subcontractors.

A. Bid Advertisement

The following language is recommended:

"Prevailing wages established under the Davis-Bacon Act will apply to this contract. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 residents and businesses, and related matters. Section 3 requirements apply only to contracts awarded over $200,000.

The provisions of the Federal Government Department of Labor's current wage rate determinations are requirements of this project. "

B. MBE/WBE and Section 3 Forms

MBE/WBE - The Contractor shall utilize, to the maximum extent feasible, eligible, MBE/WBE business concerns located in the area and contracting for work to be performed in connection with the completion of the contract.

-Contractor Bidder Instructions
- MBE/WBE Contract Solicitation and Commitment Statement *Submit After Award and Prior to Construction (At Preconstruction Conference)
-Contractor Action Plan for Business Utilization MBE/WBE * *Submit After Award and Prior to Construction (At Preconstruction conference)*
-Contractor Minority and Women's Business Enterprise Bidder Certification * *Submit After Award and Prior to Construction (At Preconstruction conference)*
-Contractor Minority and Women's Business Utilization Report * *Submit Prior to Final Payment*

SECTION 3 (Section 3 only applies to Contracts $200,000.00 or more) - It is the responsibility of the Prime Contractor to make a good faith effort to utilize lower income residents of the project area with opportunities for training and employment and that contracts for work in connection with the project be awarded to business concerns which are located in, or owed in substantial part by persons residing in the area of the project.

-Contractor Section 3 Plan **Submit After Award/Prior to Construction (At Preconstruction conference)*
-Contractor Section 3 Business and Employment Notice * *Submit After Award/Prior to Construction (At Preconstruction conference)*
-Contractor Section 3 Worker Certification Form * *Submit Prior to Final Payment*
-Contractor Targeted Section 3 Worker Tracking Form * *Submit Prior to Final Payment*
-Contractor Section 3 Targeted Section 3 Worker Certification Form * *Submit Prior to . Final Payment*
-Contractor Section 3 Labor Hours Summary Report * *Submit Prior to Final Payment*

C. Federal Prevailing Wage Requirements

The following forms must be included in their entirety.

Prevailing Wage Compliance
Fact Sheet #66
Federal Labor Standards Provisions Form 4010
US Department of Labor Payroll Form WH-347
Davis Bacon Wage Determinations

If the project requires State Prevailing Wages be paid then the requirement is that the contractor pay the higher of the Federal or State Wage Rate and the higher of the Federal or State Fringe Benefit Rate. The package must also include the Federal Wage Determination in effect at time of bid.

D. General Conditions - Federal Requirements: To Be Included in Bid Packet

M/WBE & SECTION 3 FORMS

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(5) TYPE OF CONSTRUCTION, EQUIPENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPl): MBE-5%, WBE-3%
A presumption of responsibility may be made If the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By	Telephone Number/E-mall Address:

Use additional sheets If necessary.

EXPLANATION OF COLUMN ITEMS

(MBE/WBE Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.

2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.

3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.

4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.

5. Indicate type of work to be performed and/or material to be supplied.

6. Enter the total dollar amount of the quote received.

7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.

8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.

9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.

10. Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.

*KEY NOTE: Mandatory Items: Failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3 and 7. Only the company name **is a** mandatory item in Column 3.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE BIDDER INSTRUCTIONS

This Project is funded in part with Community Development Block Grant (CDBG) funds. In accordance with CDBG rules and regulations, municipalities must uphold the conditions of the Minority/Women's Business Enterprise (MBE/WBE) Action Plan.

The minimum participation level of five percent (5%) for Minority Business Enterprises and three percent (3%) for Women Business Enterprises MBE/WBE has been established. The successful bidder will be required to submit evidence that these goals have been met either through his/her own employment practices or through the use of MBE/WBE subcontractors and vendors. Failure to comply may result in the bidder being determined not responsible.

Jnpreparation of your bid, you shall contact MBE/WBE firms made available by the **NJSA VI** N.J. Selective Assistance Vendor Information Database) at **https://www20.state.n j.us/TYTR SA VI/vendorSearch. jsp** and State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's) at **http://www.state.nj.us/njbusiness/contracting/**

You may also contact other MBE/WBE firms of which you are aware.

Upon award of your bid, you are expected to complete and submit the *MBE/WBE Contract Solicitation and Commitment Statement form.* This form will be used during bid review to ascertain your level of MBE/WBE utilization. Your efforts and success in utilizing these firms will be one of the tests of bidder responsibility. At the Township's discretion, elements of the MBE/WBE may be waived, provided the bidder can submit adequate evidence of an efforts to enlist MBE/WBE subcontractors and suppliers for the Project.

If **you are the successful bidder you will be expected to document, at the pre-construction conference, your efforts to solicit MBE/WBE business enterprises, and to confirm the percentage of participation you will achieve.**

Finally, at the completion of the Project and before final payment, you will be required to furnish to the municipality a completed *Minority/Women Business Enterprise Utilization Report* for yourself and your subcontractors along with a *Minority/Women Business Certification* form, if applicable.

CONTRACTOR'S
ACTION PLAN FOR BUSINESS UTILIZATION
MBE/WBE

A. The Contractor shall utilize, to the maximum extent feasible, eligible, MBE/WBE business concerns located in the area and contracting for work to be performed in connection with the completion of the contract. Eligible MBE's have Ownership by minority individuals and the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members. Eligible WBE's must be at least 51% or more women-owned, managed, and controlled, must be open for six months, and owner must be a US citizen or legal resident alien. All MBE/WBE's must be registered with the State of New Jersey.

B. The Contractor has established a goal of_____% for MBE (Minimum Goal is 5%) and a goal of_____% for WBE (Minimum Goal is 3%) for the total contract amount which he expects to award to eligible MBE/WBE business concerns.

C. To achieve the goal specified in paragraph "B", the contractor shall:

1. To identify MBE/WBEs in NJ, refer to the following websites:
State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's)
http://www.state.nj.us/njbusiness/contracting/

Services and Information: NJSAVI Database
https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp

2. Take steps to insure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis, whenever feasible.

D. The Contractor will report to the Township on a monthly, quarterly, or per project basis, the results of the affirmative efforts undertaken per paragraphs A, B, and C above, including the efforts of its subcontractors.

_____ _____

Signature/ Contractor **Date**

CONTRACTOR
MINORITY AND WOMEN BUSINESS ENTERPRISE BIDDER CERTIFICATION

The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the goals for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

Where the goals are not met, the below statements, if accurate, shall be certified by the bidder:

1. The limited number or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.

2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.

3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

By signing below, I certify that the above statements are true and accurate.

_____
Company Name

_____ _____
Signature Date

CONTRACTOR
MINORITY & WOMEN'S BUSINESS ENTERPRISE
UTILIZATION REPORT

(SHALL BE SUBMITTED PRIOR TO FINAL PAYMENT)

Project Name:
Prime Contractor's Name:
Address: **EIN No.**

Telephone:
Contact Person: **Total All Lower Tier Subcontract(s) $**
Total MBE/WBE Lower Tier Subcontract(s) $

List MBE/WBE businesses from which you have purchased services and/or supplies in reference to this contract. This document is to be completed and submitted with request for final payment.

Company Name	Address/Telephone	MBE* (see Ethnic Code Below)	WBE (X)	Trade	Date Paid	Dollar Amount of Contract(s)

Ethnic Code: A-Asian-Pacific Americans; B-African Americans; H-Hispanic Americans; N-Native Americans

SECTION 3 PLAN

(Subrecipient / Developer and General Contractor)

(HUD Regulation, 24 CFR Part 75)

Construction Project	
Name of Project	
Address of Project	
Name of Neighborhood Where Project Resides (Primary focus area for outreach attempts)	

Submitted by			
Name of Subrecipient or Developer			
Business Address, City, State, & Zip			
Business Phone Number		**Business Website**	
Primary Contact Name			
Primary Contact Phone Number		**Email**	

For Federal Government Reporting Purposes – Principal Owner (51% or more) (Check ALL applicable boxes)

☐ For-profit business	☐ Non-profit business	☐ Certified Section 3 business

If business is controlled with a board of directors, then check applicable boxes of board at 51% or more

☐ Female	☐ African American / Black	☐ Caucasian / White	☐ Hispanic
☐ Male	☐ Asian / Pacific	☐ Hasidic Jews	☐ Native American / Eskimo

Name of General Contractor			
Business Address, City, State, & Zip			
Business Phone Number		**Business Website**	
Primary Contact Name			
Primary Contact Phone Number		**Email**	

For Federal Government Reporting Purposes – Principal Owner (51% or more) (Check ALL applicable boxes)

☐ For-profit business	☐ Non-profit business	☐ Certified Section 3 Business

If business is controlled with a board of directors, then check applicable boxes of board at 51% or more

☐ Female	☐ African American / Black	☐ Caucasian / White	☐ Hispanic
☐ Male	☐ Asian / Pacific	☐ Hasidic Jews	☐ Native American / Eskimo

Project Section 3 Contact Person		
The Developer and General Contractor's Section 3 contact person will serve as the main point of contact for all Section 3 related information and issues on behalf of the developer, general contractor, and subcontractors.		
Section 3 Coordinator Name		
Section 3 Coordinator Contact Number		
Section 3 Coordinator Email Address		

For Internal Use Only			
CDBG $	HOME $	Other (please specify):	
CPO#	CPA#	Other Amount $	

General Statement

_____ and _____

(subrecipient or developer) **(general contractor)**

will review and are committed to comply with the Section 3 Regulation policy, guidelines and all companion documents. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of any contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 workers and Targeted Section 3 workers. We commit to include Section 3 language in all construction contracts and subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements.

Compliance and Benchmarks

The above recipients will be considered to have complied with the Section 3 requirements, if prioritization can be verified via the outreach efforts and met (or exceeded) the benchmarks. If the benchmarks are not met, then a qualitative report must be submitted regarding the outreach activities per project. Such activities are listed under "Outreach Efforts".

Employment and Training

To demonstrate compliance with Section 3 Program, the best efforts to provide employment and training opportunities to Section 3 workers residing in the priority order listed below, where feasible:

1. Section 3 workers residing within the service area or the neighborhood of the project, and
2. Participants in Youthbuild programs.

Contracting

To demonstrate compliance with Section 3 Program, the best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers residing in the Township in the following order or priority, where feasible:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
2. Youthbuild programs.

Note **–** ***Service area or the neighborhood of the project*** means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census (§75.5).

Section 3 Workers Benchmark

Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and

Targeted Section 3 Workers Benchmark

Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Outreach Efforts *(both Outreach tables must be completed)*

Indicate the efforts that will be made to notify Section 3 workers and Targeted Section 3 workers for training and employment opportunities and Section 3 business concerns for contracting opportunities generated by this HUD financial assistance project. All efforts must be documented. Submit copies of all publications, notices, pictures of posted notices, and any other outreach material utilized. Also, include informational lists of all Section 3 workers, Targeted Section 3 workers and Section 3 business concerns that responded to your outreach efforts.

Efforts to offer training and employment opportunities to individuals that may meet the Section 3 worker and Targeted Section worker requirements	**Yes**	**No**	**Projected Timing**
1. Notify the Township Section 3 Program office when training opportunities are available			
2. Engage in outreach efforts to generate job applicants			
3. Provide training or apprenticeship opportunities and prepare information to be distributed			
4. Clearly indicate Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher."			
5. Include the Section 3 worker and Targeted Section 3 worker certification form in all job postings			
6. Contact, coordinate, and advertise with unions and local community organizations, provide them with job postings for Section 3 eligible applicants and request their assistance in notifying residents of available training and employment opportunities			
7. Coordinate and advertise job opportunities via social media –LinkedIn, Facebook, Instagram, TikTok, etc.			
8. Coordinate and advertise job opportunities via flyer distributions, mass mailings and posting ad in common areas of housing developments and all public housing management offices			
9. Utilize the Section 3 Opportunity Portal to find qualified candidates, https://hudapps.hud.gov/OpportunityPortal/			
10. Establish a current list of Section 3 eligible applicants			
11. Provide technical assistance to help Section 3 workers and Targeted Section 3 workers compete for jobs (e.g., resume assistance, coaching)			
12. Provide or connect Section 3 workers and Targeted Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services			
13. Held one or more job fairs.			
14. Provide or refer Section 3 workers and Targeted Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)			
15. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training			
16. Assisted Section 3 workers to obtain financial literacy training and/or coaching			

Further explain the above outreach efforts and any additional outreach efforts not listed:

Place initials here to affirm the outreach efforts: (Owner/Developer) _____ (General Contractor) _____

Efforts to offer contracting opportunities to businesses that may meet the Section 3 business concern requirements	Yes	No	Projected Timing
17. Engage in outreach efforts to identify and secure bids from Section 3 business concerns			
18. Advertise contracting opportunities in local community paper and notices that provide general information about work to be contracted and where to obtain additional information			
19. Provide written notice of contracting opportunities to all known Section 3 business concerns with sufficient time to enable business concerns the opportunity to respond to bid invitations			
20. Utilize the Section 3 business registry to find potential Section 3 business concerns, http://hud.gov/Sec3Biz			
21. Coordinate with all business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns including local community development organizations, business development agencies, and minority contracting associations			
22. Add Section 3 language to all RFPs, procurement documents, bid offerings and contracts			
23. Notify the Section 3 Program office upcoming pre-bid meetings			
24. Coordinate mandatory pre-bid meetings to inform Section 3 business concerns of upcoming contracting opportunities			
25. Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns			
26. Contact businesses with resources to support business development to assist in obtaining contract opportunities			
27. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns			

Further explain the above outreach efforts and any additional outreach efforts not listed:

Place initials here to affirm the outreach efforts: (Owner/Developer) _____ (General Contractor) _____

All Subrecipients & Contract Awardees - Required Information and HUD Section 3 Language

All subrecipients and contract awardees are required to meet at least the minimum HUD Section 3 benchmark goals. As a subrecipient and contract awardee, Section 3 is a requirement regardless of the Section 3 language included in agreements, program regulatory agreements, or contracts (§75.27). All parties are encouraged to review the Section 3 information and documentation on the Housing and Revitalization Department Section 3 Program web page, https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program.

****

Section 3 Language – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

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.

B. The Parties to this contract agree to comply with HUD's regulation in 24 CFR Part 75, 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 impediments that would prevent them from complying with the Part 75 regulation.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD's regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD's regulation in 24 CFR Part 75 and HRD's policy and guidelines. 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 regulation, 24 CFR Part 75.

D. Noncompliance with HUD's regulation in 24 CFR Part 75 and HRD's policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

****

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan outreach efforts could result in the HUD-Detroit office finding us non-compliant with the Section 3 regulation.

I/We, being a duly authorized representative of the applicant, do hereby attest that the statements, documents, and responses provided in and with this Section 3 Plan are true and correct to the best of my knowledge. I understand that I am making this statement subject to the penalties of perjury. I/We further understand that the Township reserves the right to request additional information in order to clarify and verify any information related to the Section 3 process.

Name of Applicant (Business): _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Authorized Representative's Title: _____ Date of Signature: _____

Sample Section 3 Business and Employment Notice

(Instructions: Publish as a display advertisement in the local paper's non-legal section or post at the local government and other Section 3 area locations.]

(Insert Locality's name) is preparing to carry out the *(insert Name of Project)* through the use of Community Development Block Grant Funds. In the implementation of this project the following job types may be available:

(Insert List of Job Classifications to be used during project)

All job openings will be posted at *(local government office or list other posting locations*). To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in *(Insert the County's or local municipality name as Section 3 area).* Persons qualified for the jobs listed should register at the following location:

(Insert Name and Address of posting locations and/or Other Locations)

Additionally, the following contracts and procurements will/may be made and to the greatest extent feasible, businesses located in and owned by persons residing in *(Insert the County's name as Section 3 area)* will be utilized:

(Insert list of construction, non-construction, and service contracts to be procured during the project. Also, insert list of construction subcontracts, major, specific equipment and general types of materials to be used during the project.)

All above-referenced procurements will be made on a competitive basis. The names of businesses who respond to this notice will be included on procurement lists for this project. Names of job seekers will be given to contractors.

Any person residing or firm located in the above-named areas may request to participate in procurement opportunities associated with this project by contacting (*Insert local contact information*) within ten (10) days of this notice.

SECTION 3 BUSINESS SELF-CERTIFICATION

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business

Signature:	Date Signed:
Print Name:	Title:
Company Name: Type of Business: (Check One): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other	
Address	
Telephone Number	

Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

I_____(Print Name)

_____ My income for the previous year is below the income limit established by HUD.

_____ I am employed by a Section 3 business concern.

_____ A YouthBuild participant

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

FY (year) – HOUSEHOLD INCOME GUIDELINES

Place a Check on the line that is applicable	Family Size	Low Income *
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

* Circle the appropriate column based on household size and income – income limits are attached and/or can be downloaded from the www.hud.gov website.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

_____ _____

Signature Date

TARGETED SECTION 3 AND SECTION 3 WORKER TRACKING FORM

*This form must be submitted with each weekly payroll

Name of Employee **INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER)**	**Worker Classification**	**Targeted Section 3 Workers** **Yes or No**	**Section 3 Workers** **Yes or No**	**Labor Hours Worked**

Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

I_____(Print Name)

_____ I am employed by a Section 3 business concern

_____ I am a section 3 worker living within the service area of the project: or

_____ A YouthBuild participant

The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

FY (year) – HOUSEHOLD INCOME GUIDELINES

Place a Check on the line that is applicable	Family Size	Low Income *
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

* Circle the appropriate column based on household size and income – income limits are attached and/or can be downloaded from the www.hud.gov website.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

_____ _____

Signature Date

Section 3 Labor Hours Summary Report *(regulation 24 CFR Part 75)*
Economic Opportunities for Low – and Very Low-Income Persons

1. Submitting Business Name:	2. Project Name:	3. Project Address / Location

4. Contact Person	5. Contact Number:	6. Contact Email Address

7. Reporting Period (Month & Year):	8. Date Report Submitted:	9. Project Dates: (Start Date - End Date)	

10. Total Awarded Amount:	11. Funding Program Name and Amount: (HOME, CDBG, & CDBG-CV)					
	HOME:		CDBG:		CDBG-CV:	

Part I: Employment and Training (Columns B, C and F are mandatory fields. Include New Hires in E &F)**

	A	B	C	D	E		F
	Worker Name	**All Workers Labor Hours**	**Section 3 Workers Labor Hours**	**% of Section 3 Worker Labor Hours**	**Targeted Section 3 Workers Labor Hours**	**% of Targeted Section 3 Worker Labor Hours**	**Section 3 Trainees (If yes, enter "1")**
1	Worker Name 1						
2	Worker Name 2						
3	Worker Name 3						
4	Worker Name 4						
5	Worker Name 5						
6	Worker Name 6						
7	Worker Name 7						
8	Worker Name 8						
9	Worker Name 9						
10	Worker Name 10						
11	Worker Name 11						
12	Worker Name 12						
13	Worker Name 13						
14	Worker Name 14						
15	Worker Name 15						
16	Worker Name 16						
17	Worker Name 17						
18	Worker Name 18						
19	Worker Name 19						
20	Worker Name 20						
	TOTAL	**0**	**0**	**#DIV/0!**	**0**	**#DIV/0!**	**0**
	Worker Name	**All Workers Labor Hours**	**Section 3 Workers Labor Hours**	**% of Section 3 Worker Labor Hours**	**Targeted Section 3 Workers Labor Hours**	**% of Targeted Section 3 Worker Labor Hours**	**Section 3 Trainees (If yes, enter "1")**

General Conditions
Federal Requirements
(must be included in bid documents)

GENERAL CONDITIONS

FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

   "No person in the United States shall on the grounds of race, color, sex, sexual orientation, gender identity, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

2. Executive Order 11063, as amended.

   "No person in the United States shall on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

3. Executive Order 11246

A. If the contract amount is less than ten thousand ($10,000) dollars) the following conditions shall apply:

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions 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 Local Public Agency setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. If the contract amount exceeds ten thousand ($10,000) dollars, the following conditions shall apply:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

(1) The Offerors or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetables for Minority Participation in Each Trade: 17.3%	Goals and Timetables for Female Participation in Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand ($10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number: estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the_____.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1) As used in these specifications:

(a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

(c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

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

(3) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on- site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when

the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet is obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.

(f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations

by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of $2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-
330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

5. Federal Labor Standards

Provisions Applicability

The Project or Program to which the work covered by this Contract pertains is being assisted by the Federal Community Development Block Grant Program and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

I. 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 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 and 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 than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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: 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 Part 5.5(a)(1)(ii) and the Davis-Bacon posted (WH- 3121) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible space where it can be easily seen by the workers.

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

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

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

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

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DCA 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 DCA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise DCA or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and DCA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), DCA or its designee shall refer the questions, including the views of all interested parties and the recommendations of DCA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise DCA or its designee with the 30-day period that additional time is necessary.

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

(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 has 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: 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 subcontractors the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

c. Payrolls and Basic Records:

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1b(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of

copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

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

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

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

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

(c) The weekly submission of 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 29 CFR Part 5.5, paragraph A.3(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under 29 CFR Part 5.5, paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make

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

d. Apprentices and Trainees:

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

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

e. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in the contract.

f. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs a through k in this paragraph and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

h. 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.

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

j. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1) or to be awarded contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transaction ", provides in part; 'Whoever, for the purpose of. . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than $5,000 or imprisoned not more than two years, or both.'"

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

II. Contract Work Hours and Safety Standards Act. The provisions of Paragraph 3 are applicable where the amount of the Prime contract exceeds $100,000. As used in this paragraph the terms "laborers" and "mechanics" include watchmen and guards.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

B. V~~iolation: liability for unpaid wages; liquidated damages. In th~~e event of any violation of the clause set forth in subparagraph (a) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work 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 watchman and guards, employed in violation of the clause set forth in subparagraph (A) of this paragraph, in the sum of ten ($10) dollars for each calendar day on which such individual was required or permitted to work

in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph

(A) of this paragraph.

B. 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 monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B) of this paragraph.

C. Subcontracts. The Contractor or subcontractor shall insert in any subcontractors the clauses set forth in subparagraph (A) through (D) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by the subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (D) of this paragraph.

III. Health and Safety:

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

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and 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).

C. The Contractor shall include the provisions of this Article in every subcontractor so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as thee Secretary of Labor shall direct as a means of enforcing such provisions.

6. Section 3 Covered Contracts Shall Include The Following Clause (Referred To As The Section 3 Clause):

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 75, 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 75 regulations.

C. The contractor agrees to send to each labor organization or representative or 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 75, 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 75. 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 75.

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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. Lead Based Paint Requirements.

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

8. Clean Air and Clean Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et.seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand ($100,000) dollars agree to the following requirements:

(1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.

(2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to

the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

9.Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

10. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

11. Age Discrimination Act of 1975.

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

12. Section 504 of the Rehabilitation Act of 1973.

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

FEDERAL PREVAILING WAGE REQUIREMENTS

PREVAILING WAGE COMPLIANCE

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended, the Davis-Bacon Act, and the Copeland "Anti-Kickback" Act. Additional information on Davis-Bacon and Related Acts is provided herein.

Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38 -Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the disbarred list, until expiration date given.

The State of New Jersey disbarred list is available at following web address:

https://www.sam.gov/portal/SAM/

The Federal disbarred list is available at following web address:

https://www.epls.gov/

Workmen shall be paid not less than `such prevailing wage rate. In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account for the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be the higher of those determined by the New Jersey Commissioner of Labor and Industry or his duly authorized deputy or representative and the Davis Back Act Wage Rate Determinations for New Jersey as determined by the United States Department of Labor.

Contractor must utilize prevailing wage rates that are current to within ten (10) days of the signing of the construction contract.

A. APPLICABILITY

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

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

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

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

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

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

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

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

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

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

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

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

(4) Apprentices and Trainees.

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

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

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

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

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

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which 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 clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

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

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and 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.

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

U.S. Department of Labor
Wage and Hour Division

(April 2009)

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR OR SUBCONTRACTOR | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O S											
			O S											
			O S											
			O S											
			O S											
			O S											
			O S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of_____,_____, and ending the_____day of_____,_____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: NJ20250032 01/03/2025

Superseded General Decision Number: NJ20240032

State: New Jersey

Construction Type: Building

County: Gloucester County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

ASBE0014-004 05/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement)	$ 59.37	45.78

BRNJ0002-013 05/01/2021

	Rates	Fringes
Bricklayer	$ 45.20	33.26

Work on high stacks: 22% per hour additional.

BRNJ0007-012 07/04/2022

	Rates	Fringes
Marble setter	$ 62.40	38.82

BRNJ0007-014 07/01/2022

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 59.75	38.60

BRNJ0007-017 06/06/2022

	Rates	Fringes
Tile finisher	$ 42.80	28.57
Tile setter	$ 50.14	34.05

Tile finisher:
Work grouting all epoxy: $10.00 additional per day.

CARP0006-009 05/01/2024

	Rates	Fringes
CARPENTER (Scaffold Builder).....	$ 56.01	59.25%+$0.14

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 05/01/2024

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	$ 56.01	59.25%+$0.14

CARP0029-006 05/01/2024

	Rates	Fringes
Soft floor layer.....	$ 56.01	59.25%+$0.14

CARP0454-009 05/01/2023

	Rates	Fringes
PILEDRIVERMAN.....	$ 46.73	41.69

PAID HOLIDAYS:
New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days in the five-day work week preceding the holiday and the first work day after the holiday.

CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0351-007 09/30/2024

	Rates	Fringes

Electricians: (Including Low Voltage Wiring)

Cable splicer on lead cable.	$ 46.51	72.54% + .65
Electrician and cable splicer.....	$ 55.05	77.77%+5.95

ELEV0005-004 01/01/2024

	Rates	Fringes
Elevator mechanic.....	$ 68.97	37.885+a+b

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ENGI0825-020 07/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	$ 60.47	36.25
GROUP 2.....	$ 58.88	36.25
GROUP 3.....	$ 56.97	36.25
GROUP 4.....	$ 55.34	36.25
GROUP 5.....	$ 51.63	36.25

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:
Backhoe, Including Backhoe Track; Boom; Concrete Paving

Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:
Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:
Asphalt Spreader; Bulldozer;Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:
Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:
Oiler

IRON0399-007 07/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing)	$ 51.99	37.15
IRONWORKER (Structural and Ornamental)	$ 52.99	37.15

LABO0008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer	$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and

operation of energy resource recovery plants (co-generation plants)

LABO0077-002 05/01/2022

	Rates	Fringes
LABORER		
MASON TENDER:		
Brick/Cement/Concrete	$ 36.50	30.22

LABO0077-005 05/01/2022

	Rates	Fringes
Laborers:		
Asphalt Shoveler, Asphalt Spreader, Common or General Laborer, Landscape Laborer, Pipelayer, Power Tool Operator and Screedman	$ 35.75	30.22

PAIN0021-035 05/01/2024

	Rates	Fringes
Glazier	$ 48.00	34.27

Work at 30 ft. above the working surface, or on a swing stage: $1.00 per hour additional.

PAIN0711-018 05/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 43.41	29.86

PAIN0711-019 05/01/2017

	Rates	Fringes
PAINTER (Brush & Roller)	$ 39.25	22.66
PAINTER (Spray)	$ 40.28	19.98

PLAS0592-035 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 45.32	37.61

PLUM0322-009 05/01/2024

	Rates	Fringes

PIPEFITTER (Including HVAC Pipe Installation).....$ 50.60 52.71
PLUMBER (Excluding HVAC Pipe Installation).....$ 50.60 52.71

ROOF0030-027 05/01/2024

	Rates	Fringes
Roofer		
SHINGLES	$ 34.35	21.85
SLATE AND TILE	$ 37.35	21.85
ALL OTHER WORK	$ 44.13	34.33

Mopper, and operator of felt-laying machine: $.50 per hour additional.

Work applying roofing material, on any new construction job, on those days on which a felt-laying machine or slag dispensing machine is used: $.50 per hour additional.

PAID HOLIDAY:
The last working day before Christmas, to be paid at the rate of four hours pay.

SFNJ0692-003 05/01/2021

	Rates	Fringes
Sprinkler fitter (Fire Sprinklers)	$ 60.83	30.34

SHEE0019-018 07/17/2021

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Installation)	$ 53.84	44.44
SHEET METAL WORKER (Sign Makers & Hangers)	$ 29.49	23.90

Paid Holiday:
Election Day.

TEAM0676-003 05/01/2024

	Rates	Fringes
Truck drivers:		
Dump Truck Drivers	$ 43.30	32.3711
Off the Road Truck	$ 43.65	32.3711

Hazardous waste removal work:
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous

materials, and when personal protective equipment is required for respiratory, skin and eye protection: $3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: $1.00 per hour additional.

SHIFT WORK:
An owner mandated irregular shift staring any time other than between 6:00 am and 8:00 am to receive $1.00 per hour, for each hour worked, in addition to the regular rate of pay.

PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

BEREAVEMENT PAY:
In case of a death in the worker's immediate famiy (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

SUNJ2004-008 01/02/2009

	Rates	Fringes
PLASTERER	$ 42.33	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"