

## Exterior Improvements for Orange Group Home

Site: 366 Highland Avenue, Orange, New Jersey 07050

Dear Contractor:

Our office has compiled some information that should prove helpful in the bidding process and is additional to the specifications and requirements set by the architect.

### Bid Instructions and Related Factors:

**Bid Date:** Bids are due at 4:30PM on MONDAY, APRIL 06, 2026. Late proposals WILL NOT be accepted.

**Location:** Proposals, plans and specifications (Bid Documents) may be obtained from The Arc of Essex County's website ([www.arcessex.org](http://www.arcessex.org)). If you experience difficulty downloading the bid, please email [fcinque@arcessex.org](mailto:fcinque@arcessex.org) and provide your full contact information.

Bid proposals can be submitted in two (2) ways:

- Via hand-delivery during regular business hours from 9:00AM to 4:30PM at **123 Naylor Avenue, Livingston, NJ 07039.**
- Via certified mail to **123 Naylor Avenue, Livingston, NJ 07039**

\*All bid proposals must be submitted to the address listed above,  
Attention: Frank Cinque, Sr. Director, Asset Management

GC will be responsible for filing for all required local, county and state permits related to the renovations of the facility.

Permits **will** be included in the overall project cost.

**Wage requirements:** Project is being funded with Federal CDBG funds and therefore wages must meet the Federal wage requirements.

**Contract:** Project will be awarded to one contractor.

**Bids:** Project is being publicly bid. Owner reserves the right to review bids and interview each contractor before making a selection.

### **Schedule:**

- Bid walk through: By Appointment Only.
  - Location of walkthrough: 366 Highland Avenue, Orange, NJ

- All questions and comments are to be submitted via email to: [fcinque@arcsex.org](mailto:fcinque@arcsex.org) and [trhodes@arcsex.org](mailto:trhodes@arcsex.org).

**Bid form:** Contractor will use their individual estimate form, signed/dated, with a **line-item** breakdown of costs. Bids **will not** be considered if the contractor fails to provide a line-item breakdown of costs. All change orders shall be approved by the Owner prior to any work commencing.

Payments will be made based on the final agreed upon payment schedule in the executed contract. An invoice must be submitted for each payment as per the contract.

**An estimated timeframe for the project must be included in each bid.**

**Exclusions:** A list of **ALL** exclusions must be included with the bid submittal.

**Additional Information Requested:**

1. The Contractor will be required to submit their current Certificate of Liability Insurance, listing The Arc of Essex County, Inc. as additional insured, as well as a copy of all applicable licenses. See "Meeting Federal Labor Standards" document regarding bond requirements. Also, all contractors must be registered with The System for Award Management (SAM), which can be accessed at [www.sam.gov](http://www.sam.gov).
2. The Contractor shall provide the name and phone number of their representative that will be the main contact for the duration of the project.

**Attachments:**

- Bid Drawings and Specifications

We hope this information is helpful to you. Please feel free to contact me with any questions regarding this project.

Sincerely,

  
Frank Cinque

Sr. Director, Asset Management

The Arc of Essex County, Inc.

123 Naylor Avenue

Livingston, NJ 07039

(O)(973)535-1181 x 1251

(C)(201)600-7926

[fcinque@arcsex.org](mailto:fcinque@arcsex.org)

**Project Specifications:  
Exterior Improvements for Orange Group Home  
366 Highland Avenue  
Orange, NJ 07050**

**Summary:**

The Arc of Essex County, Inc. is a nonprofit organization that provides advocacy and services empowering individuals with intellectual and developmental disabilities and their families to realize a lifetime of personal achievement and full partnership in the community. As part of its residential services, The Arc operates a community-based group home in Orange, New Jersey, which currently supports six adults with I/DD in a safe, stable and family-oriented environment.

Daily life in the home focuses on personalized care, community participation and the development of independent living skills. As the residence continues to age, essential structural upgrades have become necessary to maintain a safe, accessible and high-quality living environment. Current priority improvements include repairs to the roof and enhancements to the driveway, both of which are critical to ensuring the long-term integrity of the home, supporting safe access and sustaining a high standard of care for the individuals who live there now and those who will rely on The Arc's residential services in the future.

**Project Specifications: See Attached Architectural Plans**

**Order of Operation:**

- **Replacement of Roof and Gutters**
- **Replacement of Asphalt Driveway**

**Please be advised that this will remain an active program site throughout the construction period. Program and staff vehicles must be able to enter and exit the property at all times. All construction-related vehicles must be parked only in the designated area assigned by The Arc of Essex County.**

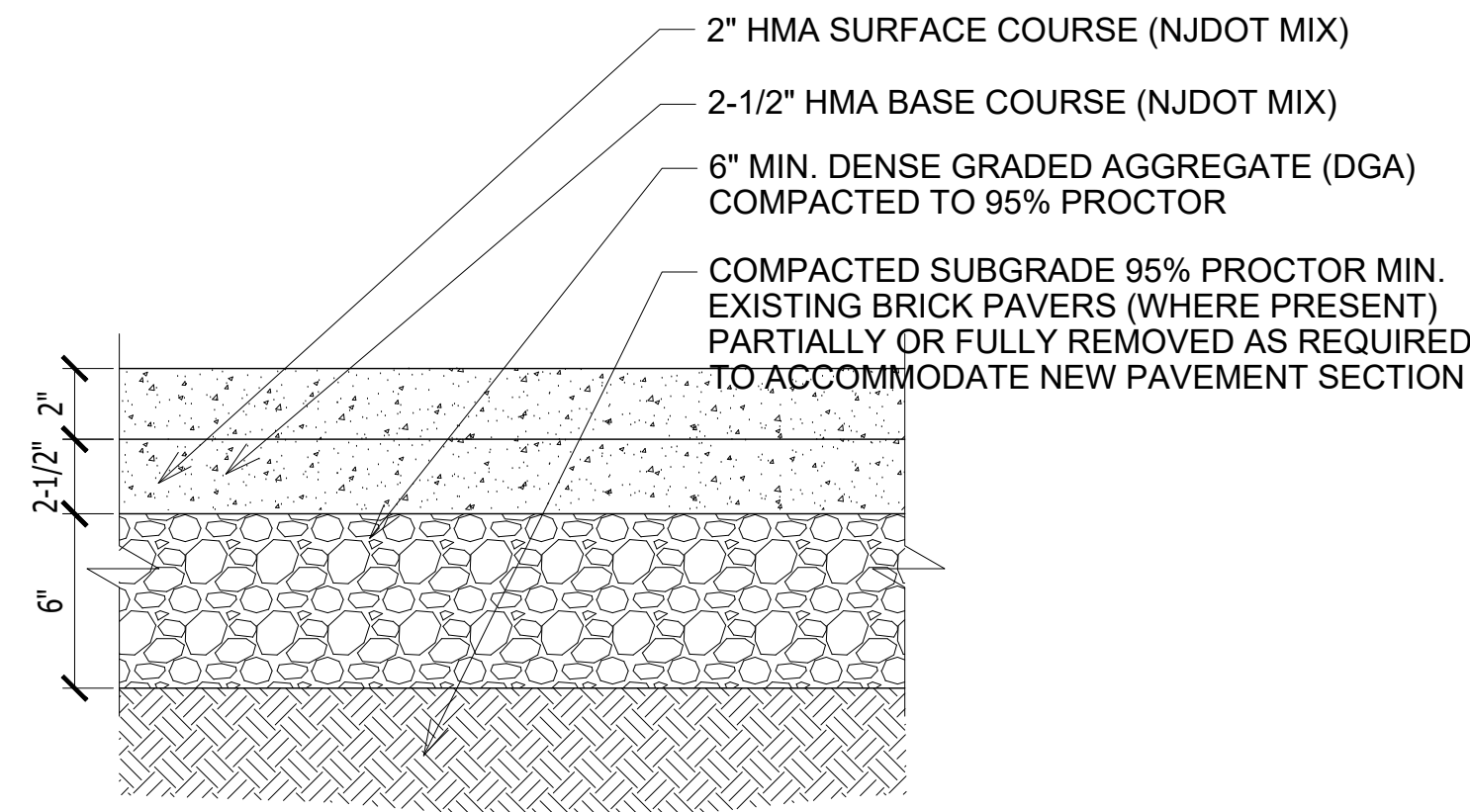
**During the period when driveway work is occurring, contractors must coordinate closely with The Arc of Essex County to ensure continuous, safe access for vehicles and individuals entering or leaving the home. Work should be sequenced and staged to prevent full blockage of the driveway whenever possible. Adherence to the required order of operations outlined above is essential to allow the program to function safely and effectively each day.**

**SCOPE OF WORK:**

THE SCOPE OF WORK INCLUDES SELECTIVE DEMOLITION AND REMOVAL OF EXISTING ROOFING MATERIALS, INCLUDING ASPHALT SHINGLES, CEDAR SHINGLES, AND UNDERLAYMENTS DOWN TO THE EXISTING RAFTERS; INSTALLATION OF NEW ROOF SHEATHING, ICE BARRIER, UNDERLAYMENT, FLASHING, SHINGLES, AND ASSOCIATED ROOFING COMPONENTS; INSTALLATION OF NEW GUTTERS AND LEADERS; AND DRIVEWAY MILLING AND RECONSTRUCTION AS INDICATED ON THE DRAWINGS. NO OTHER WORK IS INCLUDED UNLESS SPECIFICALLY NOTED.

**GENERAL NOTES:**

1. ALL WORK SHALL COMPLY WITH THE CURRENT NEW JERSEY UNIFORM CONSTRUCTION CODE (NJUCC), INCLUDING THE 2021 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL AMENDMENTS.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
3. SCOPE OF WORK IS LIMITED TO ROOF REPLACEMENT, NEW GUTTERS AND LEADERS, AND DRIVEWAY MILLING AND RECONSTRUCTION AS SHOWN.
4. REMOVE EXISTING ASPHALT AND CEDAR SHINGLES AND ASSOCIATED UNDERLAYMENTS DOWN TO EXISTING RAFTERS. PROVIDE NEW ROOF SHEATHING, UNDERLAYMENT, ICE BARRIER, SHINGLES, AND FLASHING AS SPECIFIED.
5. ROOFING SYSTEM AND INSTALLATION SHALL COMPLY WITH IBC CHAPTER 15, INCLUDING ICE BARRIER REQUIREMENTS FOR CLIMATE ZONE 5.
6. CONTRACTOR SHALL COORDINATE PROTECTION OF ADJACENT BUILDINGS, SIDEWALKS, AND LANDSCAPED AREAS DURING



NOTE: SECTION SHOWN IS TYPICAL FOR STRUCTURAL REQUIREMENTS. ACTUAL DEPTHS AND SUBGRADE PREPARATION SHALL BE ADJUSTED AS REQUIRED TO MAINTAIN EXISTING FINISHED GRADES.

**2 Driveway Section Detail**

A0.01 SCALE: NTS

**DRIVEWAY DEMOLITION AND RECONSTRUCTION NOTES:**

**SCOPE:** WORK INCLUDES MILLING AND REMOVAL OF EXISTING ASPHALT DRIVEWAY AND RECONSTRUCTION OF DRIVEWAY PAVEMENT SECTION AS INDICATED. NO OTHER SITE WORK IS INCLUDED UNLESS SPECIFICALLY NOTED.

**EXISTING CONDITIONS:** CONTRACTOR SHALL ANTICIPATE AREAS OF EXISTING BRICK PAVERS BENEATH THE ASPHALT. BRICK IS LIKELY ORIGINAL PAVING AND MAY REMAIN IN PLACE WHERE STABLE AND WELL SEATED.

**BELGIAN BLOCK / BRICK CURBING:** EXISTING BELGIAN BLOCK OR BRICK CURBING ALONG THE DRIVEWAY SHALL BE REPAIRED OR REPLACED IN KIND WHERE LOOSE, MISSING, OR DAMAGED. NO NEW BELGIAN BLOCK OR CURBING IS INCLUDED BEYOND REPAIR OF EXISTING CONDITIONS.

**CONCRETE APRON AND SIDEWALK:** REMOVE AND REPLACE EXISTING CONCRETE DRIVEWAY APRON AND ADJACENT SIDEWALK SECTION, LIMITED TO THE WIDTH OF THE DRIVEWAY ONLY. MATCH EXISTING SIDEWALK ALIGNMENT, THICKNESS, AND FINISH.

**DEMOLITION AND PREPARATION:** MILL EXISTING ASPHALT TO A MINIMUM DEPTH OF 2 INCHES OR AS REQUIRED TO REMOVE DETERIORATED MATERIAL. REMOVE LOOSE, UNSTABLE, OR FAILED MATERIALS AND DEBRIS PRIOR TO NEW WORK.

**BRICK SUBSTRATE:** EXISTING BRICK PAVERS MAY REMAIN IN PLACE WHERE STABLE. LOOSE OR UNSTABLE BRICK SHALL BE REMOVED AND REPLACED WITH COMPACTED DENSE GRADED AGGREGATE TO MATCH ADJACENT SUBGRADE.

**SUBGRADE:** PREPARE SUBGRADE TO ACHIEVE A MINIMUM 95 PERCENT COMPACTION IN ACCORDANCE WITH ASTM D698. SOFT OR PUMPING AREAS SHALL BE UNDERCUT AND REPLACED WITH COMPACTED AGGREGATE BASE.

**GEOTEXTILE (WHERE REQUIRED):** PROVIDE NON-WOVEN GEOTEXTILE FABRIC OVER EXISTING BRICK OR SUBGRADE WHERE REQUIRED TO PREVENT MIGRATION OF FINES AND TO IMPROVE LONG-TERM PERFORMANCE.

**AGGREGATE BASE COURSE:** PROVIDE A MINIMUM 6 INCHES OF DENSE GRADED AGGREGATE (DGA), INSTALLED IN LIFTS NOT EXCEEDING 4 INCHES AND COMPACTED TO 95 PERCENT DENSITY.

**ASPHALT PAVEMENT:** PROVIDE HEAVY-DUTY ASPHALT PAVEMENT AS FOLLOWS:  
 A. 2-1/2 INCH HOT MIX ASPHALT (HMA) BASE COURSE  
 B. 2 INCH HOT MIX ASPHALT (HMA) SURFACE COURSE

**MATERIAL STANDARDS:** ASPHALT AND AGGREGATE MATERIALS SHALL BE CONSISTENT WITH NJDOT STANDARD SPECIFICATIONS, AS APPLICABLE FOR HEAVY VEHICLE USE.

**COMPACTION:** COMPACT ASPHALT USING A VIBRATORY STEEL DRUM ROLLER TO ACHIEVE A MINIMUM 92 PERCENT IN-PLACE DENSITY. ALL JOINTS SHALL BE PROPERLY LUTED AND ROLLED.

**FINISHED GRADES:** DRIVEWAY RECONSTRUCTION SHALL BE PERFORMED SUCH THAT FINAL PAVEMENT ELEVATIONS MATCH EXISTING ADJACENT GRADES AT APRON, WALKS, AND BUILDING ENTRANCES. CONTRACTOR SHALL REMOVE ADDITIONAL EXISTING MATERIAL, INCLUDING PORTIONS OF BRICK, AS REQUIRED TO MAINTAIN EXISTING FINISHED GRADES.

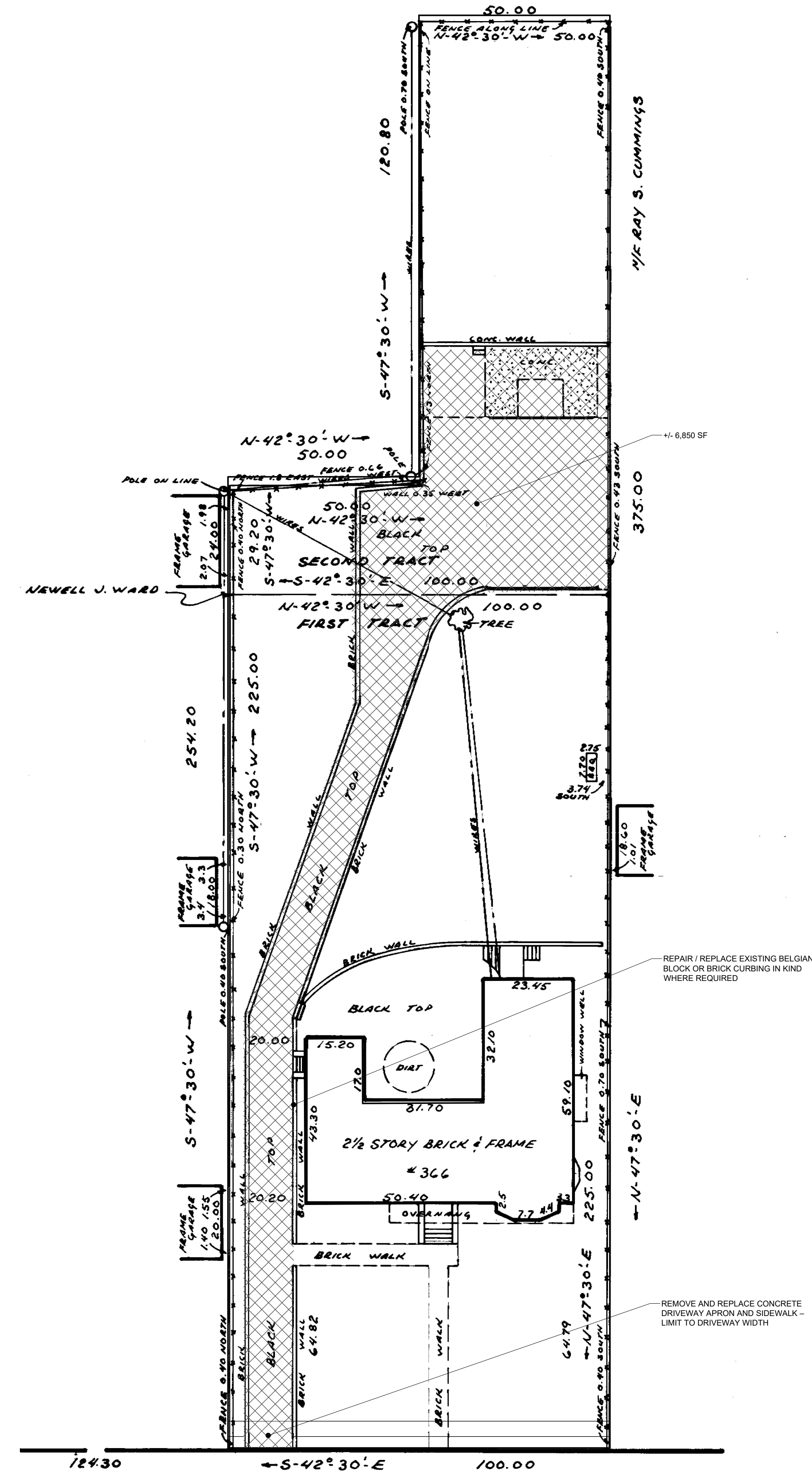
**EDGE CONDITIONS:** ASPHALT EDGES SHALL BE FULLY SUPPORTED BY COMPACTED AGGREGATE BASE TO PREVENT EDGE FAILURE UNDER VEHICLE LOADS. NO BELGIAN BLOCK, STONE CURBING, OR EDGE RESTRAINT IS INCLUDED UNLESS SPECIFICALLY NOTED.

**DRAINAGE:** FINAL DRIVEWAY SURFACE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND PREVENT PONDING.

**FINISHING:** RESTORE ALL DISTURBED AREAS TO MATCH EXISTING CONDITIONS AND REMOVE ALL DEBRIS FROM THE SITE UPON COMPLETION.

**ARC OF ESSEX COUNTY**

366 Highland Ave.  
 Orange, NJ 07050  
 Block: 164 Lot: 11



**HIGHLAND AVENUE**

**1 Site Plan**  
 A0.01 SCALE: 1" = 20'-0"

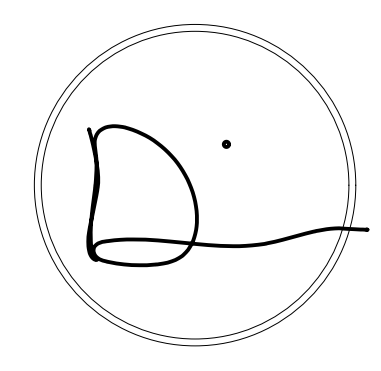
**PLAN REFERENCES**  
 1. THIS PLAN IS BASED ON SURVEY PREPARED BY KEELAN AND PICA LAND SURVEYORS & PLANNERS, TITLED "SURVEY OF PROPERTY SITUATED AT THE CITY OF ORANGE, ESSEX COUNTY, NEW JERSEY BEING KNOWN AS LOT 11 IN BLOCK 164 ON THE CURRENT TAX MAP IN THE CITY OF ORANGE, ESSEX COUNTY, NEW JERSEY," DATED APRIL 23, 1980



**DKC Architecture and Design**

295 N Michigan Ave  
 Kenilworth, NJ 07033  
 Tel.: 908.377.9524

Daniel K. Chelchowski, RA  
 NJ License No. 21A102187200  
 NY License No. 045037



PROJECT NAME:

**Arc of Essex**  
 366 Highland Ave.  
 Orange, NJ 07050

Block: 164 Lot: 11

PROJECT NUMBER:  
 2025.06

NO.	REVISIONS	DATE

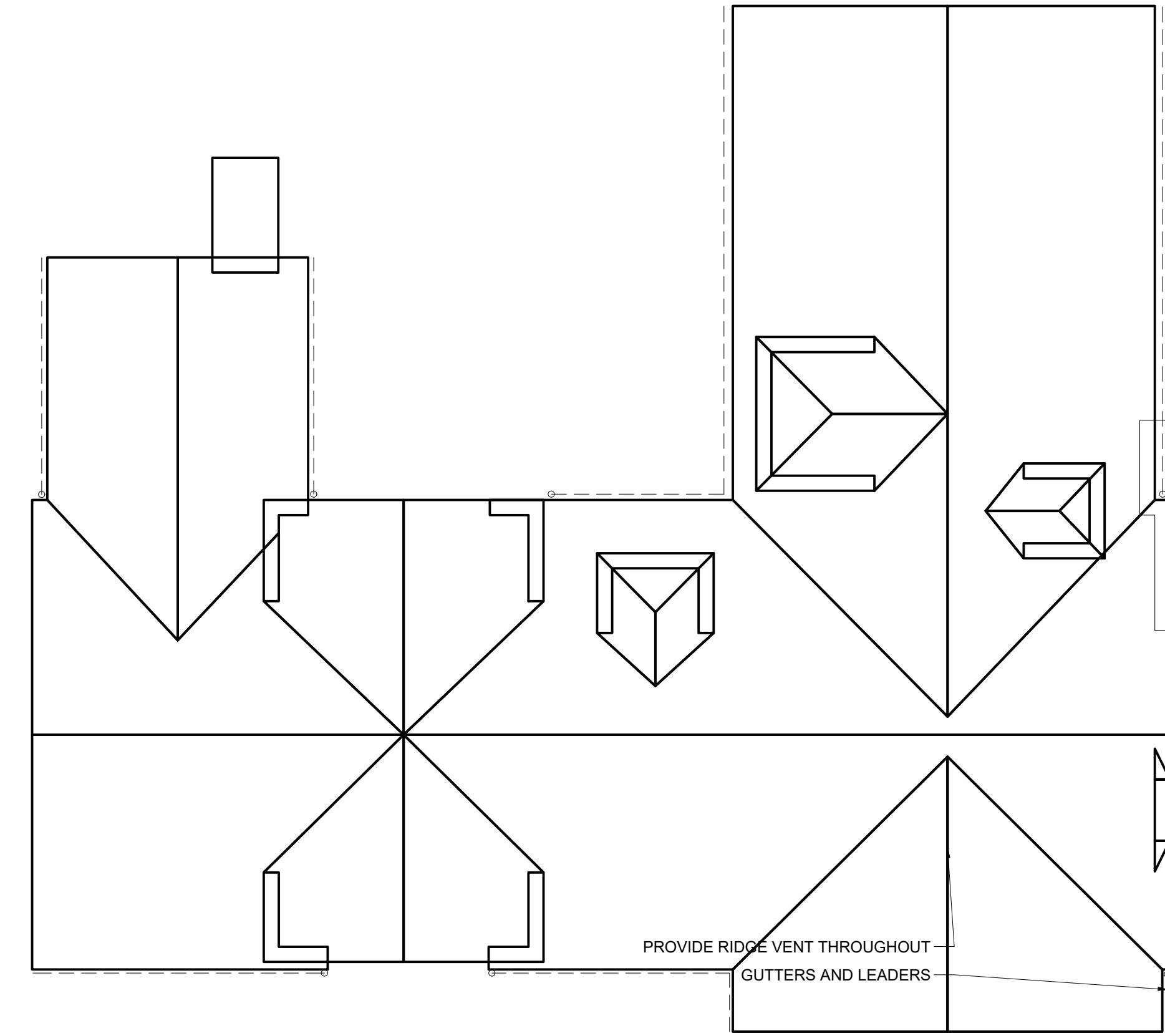
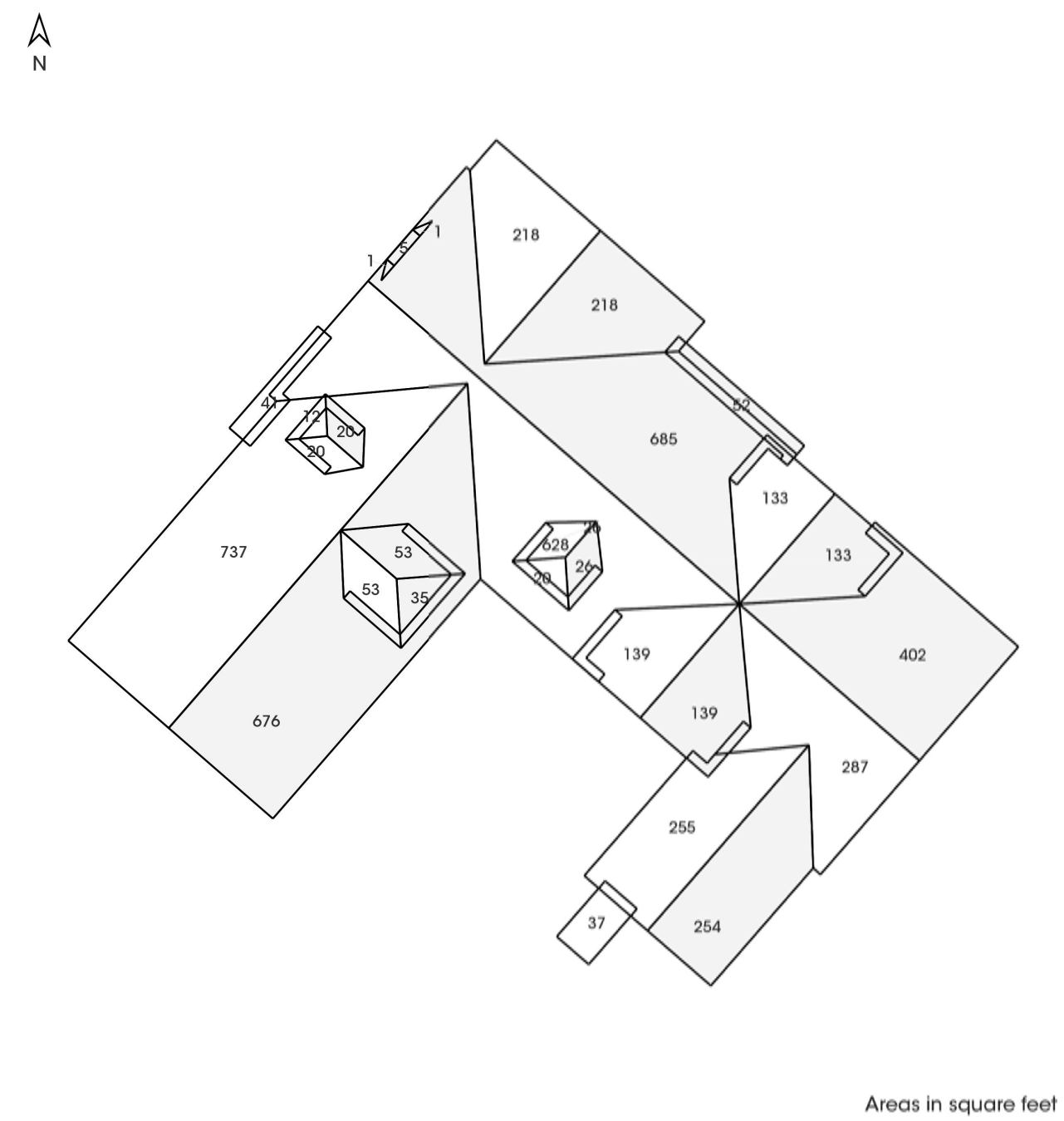
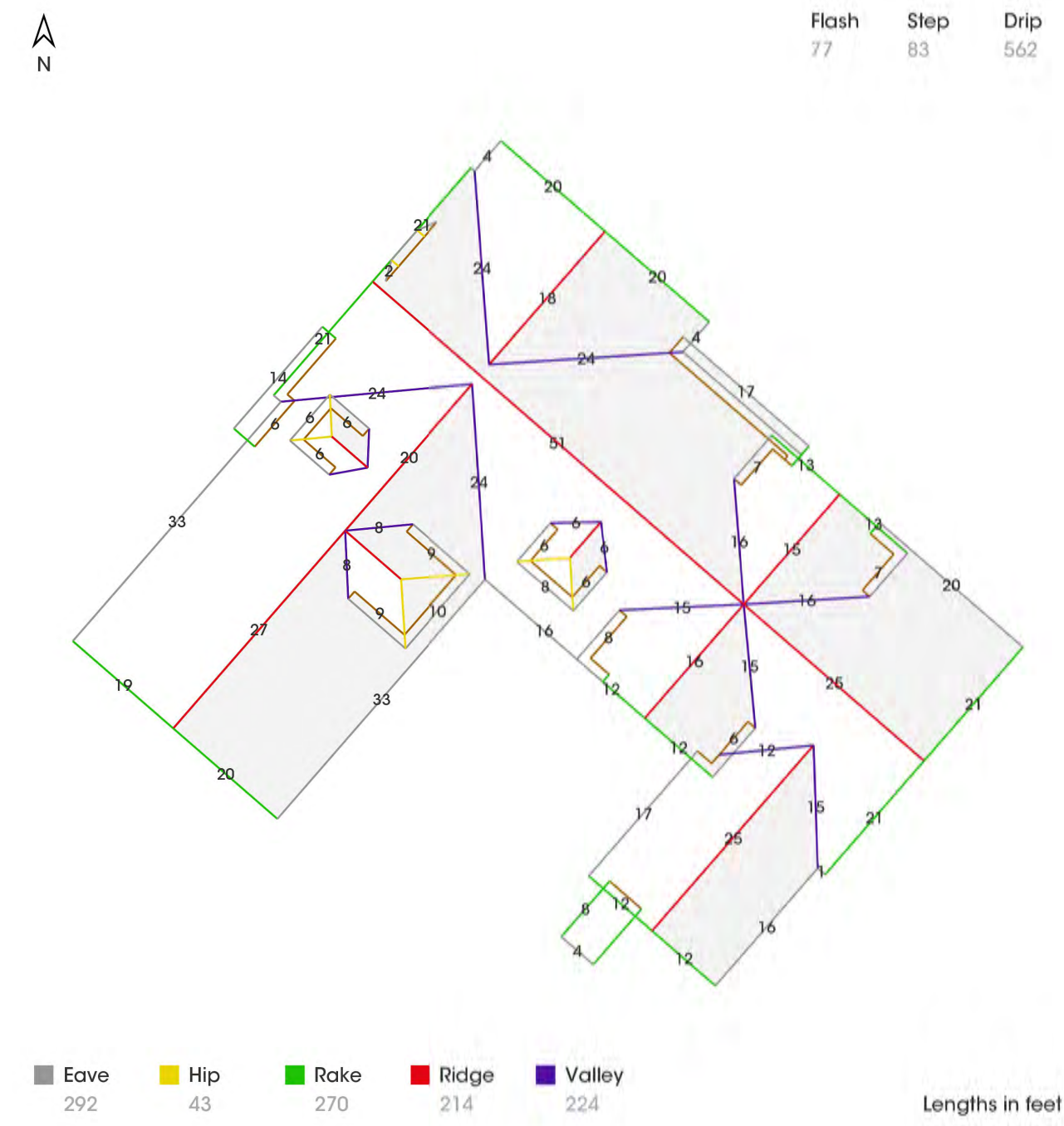
DRAWING TITLE:  
**Site Plan and Details**

DATE: 12.22.2025

SCALE: As Noted

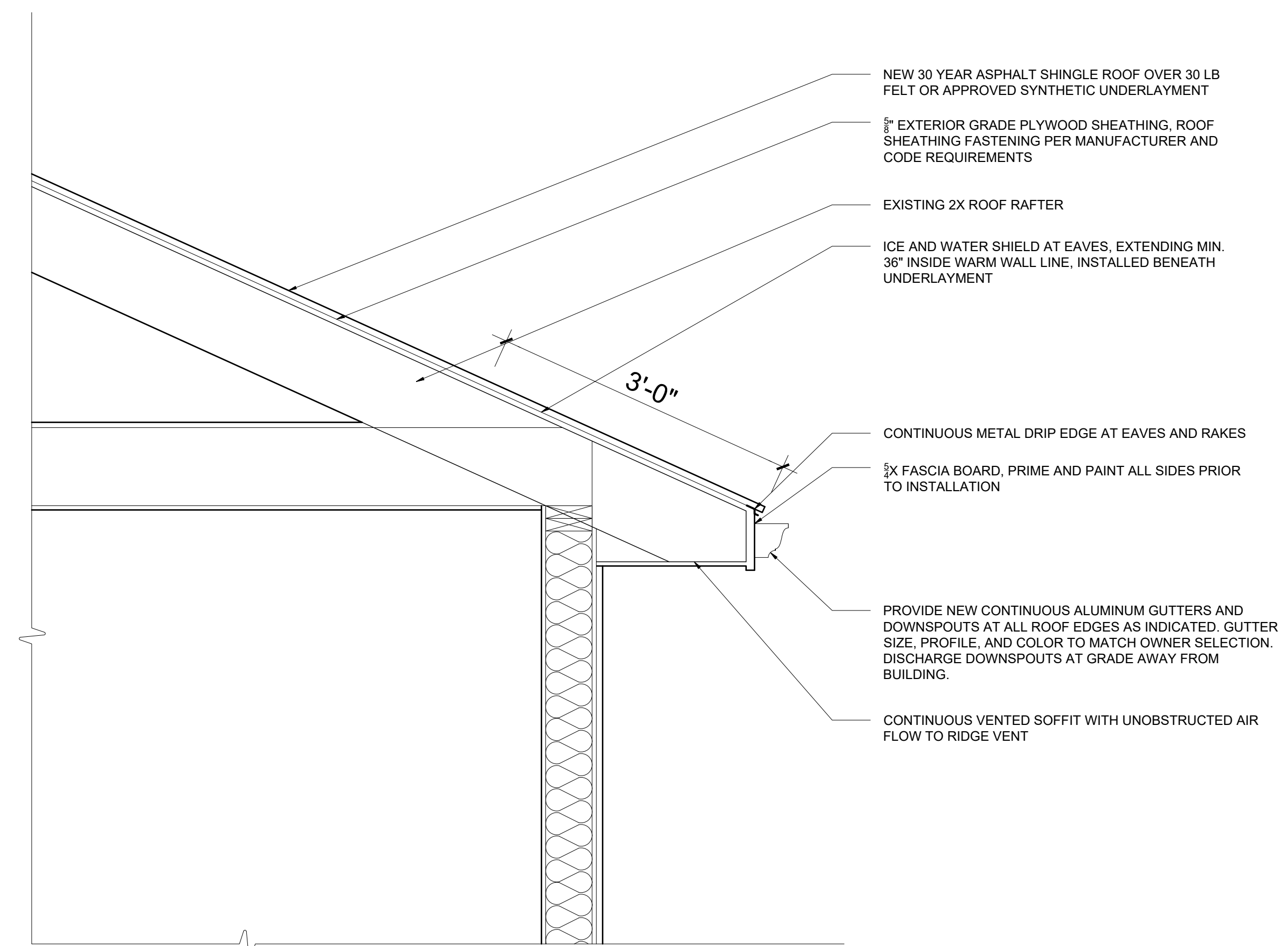
SHEET:

**A0.00**



**1 Roof Plan**  
A1.01 SCALE: 1/8" = 1'-0"

<b>ROOF AREA:</b>	<b>5,309 SF</b>
<b>ROOF FACETS:</b>	<b>29</b>
<b>PREDOMINANT PITCH:</b>	<b>12/12</b>
<b>RIDGES/HIPS:</b>	<b>257 FT</b>
<b>VALLEYS:</b>	<b>224 FT</b>
<b>RAKES:</b>	<b>270 FT</b>
<b>EAVES:</b>	<b>292 FT</b>



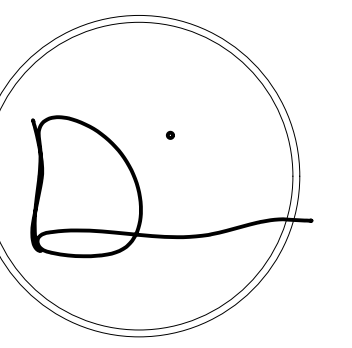
**1 Roof Detail**  
A1.01 SCALE: 1" = 1'-0"



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PROJECT NAME:

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366 Highland Ave.  
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Block: 164 Lot: 11

PROJECT NUMBER:  
2025.06

NO.	REVISIONS	DATE

DRAWING TITLE:  
**Roof Plan and Details**

DATE: 12.22.2025

SCALE: As Noted

SHEET:

**A1.01**

**MEETING FEDERAL LABOR STANDARDS**

**FOR**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**FUNDED PROJECTS**

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

**JOHN M. SOARES**  
**Division Director**

**Revised 11.18.24**

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## **INTRODUCTION**

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

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

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

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

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

## **SANCTIONS**

The following sanctions are operable:

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

## **REHABILITATION ACT OF 1973**

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

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

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

Approved September 26, 1973.

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



**DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT**  
**DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**  
20 Crestmont Road  
Verona, New Jersey 07044  
Tel. (973) 655-0200

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

**Anibal Ramos, Jr.**  
Department Director

**CONTRACTOR CERTIFICATION OF ELIGIBILITY**

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

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

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



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

**DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

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

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

**Anibal Ramos, Jr**  
Department Director

**John M. Soares**  
Division Director

**SUB CONTRACTOR CERTIFICATION OF ELIGIBILITY**

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

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

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

# **CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS**

## **SUMMARY**

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

## **GENERAL TERMS AND CONDITIONS**

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

## **CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS**

### **General Terms and Conditions**

**1. LEAD BASE PAINT PROHIBITION:**

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

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

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

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

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

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

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

**5. ARCHITECTURAL BARRIERS ACT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. CHANGES**

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

**10. ASSIGNABILITY**

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

**11. REPORTS AND INFORMATION:**

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

**12. RECORDS AND AUDITS:**

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

**13. COPYRIGHT**

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

**14. PATENT RIGHTS**

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

**15. COMPLIANCE WITH LOCAL LAWS:**

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

**16. INDEMNIFICATION**

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

**17. EQUAL EMPLOYMENT OPPORTUNITY:**

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

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

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

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

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

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

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

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

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

7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

**18. PERFORMANCE BOND**

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

**19. PAYMENT BOND**

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

**20. BID GUARANTEE**

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

**21. MAINTENANCE BOND**

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

### Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2)** The classification is utilized in the area by the construction industry; and
  - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

**(1)** That the payroll for the payroll period contains the information required to be 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.

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 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 Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

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

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

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

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

**Wage Payment Law** (N.J.S.A. 34:11-4.1 et seq.) and  
**Wage and Hour Law** (N.J.S.A. 34:11-56a et seq.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The number of claims for family leave insurance benefits received during the one-year period,
2. The number of claims for family leave insurance benefits accepted during the one-year period,
3. The number of workers who received family leave insurance benefits during the one-year period,
4. The amount of family leave insurance benefits paid during the one-year period,

5. The average weekly family leave insurance benefit during the one-year period,
6. The amount of sick leave, vacation leave or other fully paid time, which resulted in reduced benefit  
Duration during the one-year period,
7. With regard solely to family leave insurance benefit claims to care for sick family members, the amount of intermittent family leave insurance benefits paid during the one-year period, and
8. The average duration of family leave insurance benefits, in days, during the one-year period.

The information reported in 1. through 8. above must be broken down by sex and by age group, beginning at 25 years and under and increasing in increments of 10.

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

1. The amount of funds available at the beginning of that year for payment of family leave insurance benefits,
2. The amount contributed by workers during that year,
3. The direct cost of administration of the plan during that year,
4. The number of employees covered by the plan as of December 31, and
5. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligation under the plan.

**Workers' Compensation Law (N.J.S.A. 34:15-1 et seq.)**

Upon the happening of an accident or the occurrence of any occupational disease, an employer who has insurance coverage or utilizes a third-party administrator shall promptly furnish the insurance carrier or the third-party administrator with accident or occupational disease information.

Within three weeks after an accident or upon knowledge of the occurrence of an occupational disease, every insurance carrier, third-party administrator, statutory non-insured employer, including the State, counties, municipalities and school districts, and duly authorized self-insured employer not utilizing a third-party administrator must file a report designated as "first notice of accident" in electronic data interchange media with the Division of Workers' Compensation through the Compensation Rating and Inspection Bureau in a format prescribed by the Compensation Rating and Inspection Bureau.

When filed by an insurance carrier or third-party administrator, the report must also be sent to the employer. If the employer disagrees with the report, the employer may prepare and sign an amended report and file the amended report with the insurance carrier or third-party administrator. The amended report must then be filed electronically with the Division through the Compensation Rating and Inspection Bureau.

Every insurance carrier providing workers' compensation insurance and every workers' compensation self-insured employer shall designate a contact person who is responsible for responding to issues concerning medical and temporary disability benefits where no claim petition has been filed or where a claim petition has not been answered. The full name, telephone number, mailing address, email address and fax number of the contact person must be submitted to the Division of Workers' Compensation utilizing the Division's contact person form in the manner instructed on the form.

Each employer, when directed to do so by the Division of Workers' Compensation, must submit to the Division of Workers' Compensation copies of such medical certificates and reports as it may have on file.

**Gross Income Tax Act (N.J.S.A. 54A:1-1 et seq.)**

**Employer's Quarterly Report:** The Employer's Quarterly Report, NJ-927, reports New Jersey Gross Income Tax withheld, unemployment insurance, supplemental workforce fund, workforce development partnership fund, family leave insurance and temporary disability insurance wage and withholding information.

Each employer is required to electronically file an Employer's Quarterly Report, NJ-927, for each calendar quarter, regardless of the amount of tax actually due for a particular quarter. Quarterly reports are due on the 30th day of the month following the end of each quarter.

Employers of "domestic service workers" may report and pay New Jersey Gross Income Tax withheld on an annual, rather than quarterly, basis on an NJ-927H.

**Records to be kept:** Every employer is required to keep all pertinent records available for inspection by authorized representatives of the New Jersey Division of Taxation. Such records must include the following:

1. The amounts and dates of all wage payments subject to New Jersey Gross Income Tax;
2. The names, addresses and occupations of employees receiving such payments;
3. The periods of their employment;
4. Their social security numbers;
5. Their withholding exemption certificates;
6. The employer's New Jersey Taxpayer Identification Number;
7. Record of weekly, monthly, quarterly remittances and/or returns and annual returns filed;
8. The dates and amounts of payments made; and
9. Days worked inside and outside of New Jersey for all nonresident employees.

## Contact Information

If an employee or an employee's authorized representative wishes to contact a State representative in order to provide information to or file a complaint with the representative regarding an employer's possible failure to meet any of the requirements set forth above, he or she may use the following contact information:

For possible failure to meet the record keeping or reporting requirements of the **Wage Payment Law, Wage and Hour Law or Prevailing Wage Act:**

Phone: 609-292-2305

E-mail: [wage.hour@dol.state.nj.us](mailto:wage.hour@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development

Division of Wage and Hour Compliance

P.O. Box 389

Trenton, NJ 08625-0389

For possible failure to meet the record keeping or reporting requirements of the **Unemployment Compensation Law, Temporary Disability Benefits Law or Family Leave Insurance Benefits Law:**

Phone: 609-292-2810

E-mail: [emplaccts@dol.state.nj.us](mailto:emplaccts@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development

Division of Employer Accounts

P.O. Box 947

Trenton, NJ 08625-0947

For possible failure to meet the record keeping or reporting requirements of the **Workers' Compensation Law:**

Phone: 609-292-2515

E-mail: [dwc@dol.state.nj.us](mailto:dwc@dol.state.nj.us)

Mail: New Jersey Department of Labor and Workforce Development

Division of Workers' Compensation

P.O. Box 381

Trenton, NJ 08625-0381

For possible failure to meet the record keeping or reporting requirements of **Gross Income Tax Act:**

Phone: 609-292-6400

E-mail: [nj.taxation@treas.state.nj.us](mailto:nj.taxation@treas.state.nj.us)

Mail: New Jersey Department of the Treasury

Division of Taxation

Information and Publications Branch

P.O. Box 281

Trenton, NJ 08625-0281



This notice must be conspicuously posted. Not later than December 7, 2011, each employee must also be provided a written copy of the notice or, for employees hired after November 7, 2011, a written copy of the notice must be provided at the time of the employee's hiring. See N.J.A.C. 12:2-1.3 for alternate methods of posting and distribution by electronic means.

# **NOTICE TO ALL EMPLOYEES**

## **Working on Federal or Federally Financed Construction Projects**

### **MINIMUM WAGES**

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### **OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

### **APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### **PROPER PAY**

If you do not receive proper pay, contact the Contracting Officer listed below:

<p>Essex County Division of Housing and Community Development Sal Carnovale , Program Monitor Tel. (973) 655-0200                      Fax (973) 655-0982</p>
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Or you may contact the nearest office of the Wage and Hour Division., U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under. U.S. Department of Labor / Employment Standards Administration

U.S. Department of Labor Employment Standards Administration

# New Jersey Department of Labor and Workforce Development

To be posted in a conspicuous place

## Chapter 173, Laws of New Jersey, 1965: Relating to Payment of Wages

### All Employers Must Pay Wages to All Employees in Full at Least Twice a Calendar Month.

Executive and supervisory employees, however, may be paid at least once a calendar month.

Payment shall be made on regular paydays designated in advance.

When a payday falls on a non-work day, payment shall be made on the immediately preceding work day, unless otherwise provided for in a collective bargaining agreement

The end of the pay period for which payment is made on a regular payday shall be not more than 10 working days before such regular payday

If payment is by check, suitable arrangements must be made for cashing the check without difficulty and for the full amount.

- Employees leaving or terminated for any reason, including labor disputes, shall be paid all wages due not later than the regular payday for the period in which the termination occurred
- An additional 10 days may be allowed in the event of a labor dispute involving payroll employees.
- Employees paid on an incentive system shall be paid a reasonable approximation of wages due until exact amounts can be computed
- Payment may be made through regular pay channels or by mail if requested by the employee.

It shall be unlawful to make any agreement for payment other than as provided in this act, except to pay at shorter intervals or to pay wages in advance.

Wages due a deceased employee may be paid to the survivors in the order of preference as outlined in the statute.

### No Deductions Shall Be Made From Employees' Wages Except:

Amounts authorized by New Jersey or United States Law or payments to correct payroll errors.

Contributions or payments authorized by employees either in writing or under a collective bargaining agreement for:

Employee welfare • insurance • hospitalization • medical or surgical or both • pension • retirement • profit-sharing plans • plans establishing individual retirement annuities on a group or individual basis • individual retirement accounts at any State or federally chartered bank, savings bank, or savings and loan association • company-operated thrift plans • security option or security purchase plans to buy marketable securities • employee personal savings accounts such as a credit union, savings fund society, savings and loan or building and loan association • Christmas, vacation or other savings funds.

Purchase of company products or employer loans in accordance with a periodic payment schedule contained in the original purchase or loan agreement • safety equipment • U.S. government bonds • costs and fees to replace employee identification for access to sterile or secured areas of airports • contributions for organized and recognized charities • rental of work clothing or uniforms or for laundering or dry cleaning of work clothing or uniforms • labor union dues and fees • health club membership fees • child care services.

### All Employers Shall:

Notify employees at time of hiring the rate of pay and the regular payday

Notify employees of changes in pay rates or paydays prior to the changes.

Furnish each employee with statement of deductions each pay period.

Make and keep records for employees, including wages and hours, and make such records available for inspection.

Provide employees at time of hiring a required notice (form number MW-400) describing the employer's obligation to maintain and report records regarding wages, benefits, taxes and other contributions and assessments.

**The Commissioner of Labor and Workforce Development shall enforce and administer the provisions of this act and the Commissioner or an authorized representative shall have the power to make all necessary inspections of establishments and records.**

Any employer who knowingly and willfully violates any provision of this act shall be guilty of a disorderly persons offense and upon conviction shall be punished by a fine of not less than \$100 nor more than \$1,000. Each day during which any violation of this act continues shall constitute a separate and distinct offense.

As an alternative to or in addition to any other sanctions provided by law for violations, the Commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$250 for a first violation and up to a maximum of \$500 for each subsequent violation.

The employer shall also pay the Commissioner an administrative fee equal to not less than 10% or more than 25% of any payment due to employees.

The Commissioner may, after affording the employer or successor firm notice and an opportunity for a hearing in accordance with the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), issue a written determination directing any appropriate agency to suspend any one or more licenses that are held by the employer or successor firm, for a period of time determined by the Commissioner.

**Please Note:** The Division of Wage and Hour Compliance does not investigate or inquire into the legal status of any worker. The Division applies New Jersey's labor laws without regard to a worker's legal status. The Division does not share information with "Immigration".

Enforced by:

New Jersey Department of  
Labor and Workforce Development  
Division of Wage and Hour Compliance  
PO Box 389  
Trenton, New Jersey 08625-0389  
(609) 292-2305

Additional copies of this poster or any other required poster may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Office of Constituent Relations, PO Box 110, Trenton, New Jersey 08625-0110, 609/777-3200.  
If you need this document in braille or large print, call 609/292-2305. TTY users can contact this department through New Jersey Relay 7-1-1.



MW-17 (R-10-13)

# Conscientious Employee Protection Act “Whistleblower Act”

## Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
  - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
  - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
  - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
    - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
    - (2) is fraudulent or criminal; or
    - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

### CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

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

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

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

## ***This notice must be conspicuously displayed.***

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



# La Ley de protección al empleado consciente

## “Ley de protección del denunciante”

### Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
  - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
  - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
  - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
    - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
    - (2) es fraudulenta o delictiva; o
    - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

#### Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al parafó 2, de la ley (N.J.S.A. 34:19-4):

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_

### ***Este aviso se debe exponer a la vista de todos.***

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.

# New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

***This notice must be conspicuously displayed.***



# Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

*New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.*

## FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at [www.eeoc.gov](http://www.eeoc.gov).

## NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at [www.njcivilrights.gov](http://www.njcivilrights.gov). For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

***This notice must be conspicuously displayed.***



## Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.  
I have read it and I understand it.

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

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date



NEW JERSEY DEPARTMENT OF  
**LWD**  
LABOR AND WORKFORCE DEVELOPMENT  
nj.gov/labor

# Derecho a estar exento de desigualdad o discriminación de género con respecto al pago, la remuneración, los beneficios o cualquier otro término o condición de empleo

*Las leyes de New Jersey y federales prohíben a los empleadores discriminar contra cualquier persona con respecto a su pago, remuneración, beneficios o cualquier otro término, condición o privilegio de empleo debido a su género.*

## LEYES FEDERALES

El Título VII de la Ley de Derechos Civiles de 1964 prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones acordes al Título VII deben ser presentadas ante la Comisión de Igualdad de Oportunidades en el Empleo de los Estados Unidos (EEOC, por sus siglas en inglés) antes de que puedan ser presentadas ante un tribunal. Entre los recursos legales conforme al Título VII están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

La Ley de Igualdad Salarial de 1963 (EPA, por sus siglas en inglés) prohíbe la discriminación con respecto a la remuneración basado en el género de la persona. Las reclamaciones acordes a EPA se pueden presentar ya sea ante la EEOC o directamente antes los tribunales. Entre los recursos legales conforme a EPA están: la retribución de las sumas de salarios o sueldos que el empleador deba, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tener en cuenta que para que una reclamación por desigualdad de remuneración basado en el género proceda conforme a la EPA, tiene que ser por el mismo tipo de trabajo en empleos en los que su rendimiento exija las mismas destrezas, el mismo esfuerzo y las mismas responsabilidades, las cuales se realizan en las mismas condiciones de trabajo.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información, comuníquese con la EEOC, llamando al 800-669-4000 o en [www.eeoc.gov](http://www.eeoc.gov).

## LEYES DE NEW JERSEY

La Ley contra la Discriminación en New Jersey (LAD, por sus siglas en inglés) prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones conforme a LAD se pueden presentar a la División de Derechos Civiles de New Jersey (NJDCR, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a LAD están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

Otra ley estatal, N.J.S.A. 34:11-56.1 y siguientes, también prohíbe la discriminación respecto a la tasa salarial o el método de pago de salarios al empleado debido a su género. Las reclamaciones conforme a esta ley contra la discriminación con respecto a los salarios se pueden presentar ante el Departamento de Trabajo y Desarrollo de la Fuerza Laboral de New Jersey (NJDLWD, por sus siglas en inglés) o directamente antes los tribunales. Entre los recursos legales conforme a esta ley están: la retribución de las sumas de salarios o sueldos que le deben, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tenga en cuenta que conforme a la ley estatal contra la discriminación con respecto a los salarios, no se considera discriminación el hecho de que exista un diferencial salarial entre los empleados basado en otros factores razonables que no sean el género de la persona.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información relacionada con las reclamaciones conforme a LAD, comuníquese con NJDCR, llamando al 609-292-4605 o en [www.njcivilrights.gov](http://www.njcivilrights.gov). Para obtener información acerca de N.J.S.A. 34:11-56.1 y siguientes, comuníquese con la División de Cumplimiento de Horarios y Salarios (DWHC), del NJDLWD, llamando al 609-292-2305 o en <http://lwd.state.nj.us>.

***Este aviso se debe exponer a la vista de todos.***



**Acuse de recibo de la notificación de igualdad de género**

Recibí una copia de la notificación de igualdad de género en la fecha que aparece a continuación.  
Lo he leído y lo entiendo.

\_\_\_\_\_  
Nombre (firma)

\_\_\_\_\_  
Nombre (en letra de molde)

\_\_\_\_\_  
Fecha



NEW JERSEY DEPARTMENT OF  
**LWD**  
LABOR AND WORKFORCE DEVELOPMENT  
nj.gov/labor



# Job Safety and Health IT'S THE LAW!

## All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

*This poster is available free from OSHA.*

**Contact OSHA. We can help.**

## Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



**1-800-321-OSHA (6742) • TTY 1-877-889-5627 • [www.osha.gov](http://www.osha.gov)**



**OSHA**<sup>®</sup>  
Administración de  
Seguridad y Salud  
Ocupacional

# Seguridad y Salud en el Trabajo ¡ES LA LEY!

## Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualesquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

*Este cartel está disponible de la OSHA para gratis.*

**Llame OSHA. Podemos ayudar.**

## Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



**1-800-321-OSHA (6742) • TTY 1-877-889-5627 • [www.osha.gov](http://www.osha.gov)**

# JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Provisions of the Act include the following:

## Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

## Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

## Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

## Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discriminatory action.

## Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

## Proposed Penalty

The Act provides for mandatory penalties against employers of up to \$1,000 for each serious violation and for optional penalties of up to \$1,000 for each nonserious violation. Penalties of up to \$1,000 per day may be proposed for failure to correct violations within the proposed time period. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$10,000 for each such violation.

There are also provisions for criminal penalties. Any willful violation resulting in death of an employee, upon conviction, is punishable by a fine of up to \$250,000 (or \$500,000 if the employer is a corporation), or by imprisonment for up to six months, or both. A second conviction of an employer doubles the possible term of imprisonment.

## Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

OSHA has published Safety and Health Program Management Guidelines to assist employers in establishing or perfecting programs to prevent or control employee exposure to workplace hazards. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

## Consultation

Free assistance in identifying and correcting hazards and in improving safety and health management is available to employers, without citation or penalty, through OSHA-supported programs in each State. These programs are usually administered by the State Labor or Health department or a State university.

## Posting Instructions

Employers in States operating OSHA approved State Plans should obtain and post the State's equivalent poster.

*Under provisions of Title 29, Code of Federal Regulations, Part 1926.2(a)(1) employers must post this notice (or facsimile) in a conspicuous place where notices to employees are customarily posted.*

## More Information

Additional information and copies of the Act, specific OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Atlanta	(404) 347-3573
Boston	(617) 563-7164
Chicago	(312) 338-2220
Dallas	(214) 767-4731
Denver	(303) 844-3061
Kansas	(816) 426-6861
New York	(212) 387-3325
Philadelphia	(215) 596-1201
San Francisco	(415) 895-5672
Seattle	(206) 442-5330

*Elizabeth Dole*

Elizabeth Dole, Secretary of Labor

**U.S. Department of Labor**  
Occupational Safety and Health Administration

Washington, D.C.  
1989 (Revised)  
OSHA 2203



## BIDDERS NOTICE

### STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, UEI AND SAM NUMBERS

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

All bidders must submit their Federal UEI number (Unique Entity ID) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a UEI and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable UEI and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

**SAM UEI #:** \_\_\_\_\_ **SAM CAGE CODE #** \_\_\_\_\_

## **e-snaps Resource Document –UEI Number and SAM**

This document provides instructions on how to obtain a Unique Entity ID (UEI) Number and register with the System for Award Management (SAM). All Collaborative Applicants and Project Applicants must have a Unique Entity ID (UEI) Number, and all Project Applicants (including Collaborative Applicants applying for CoC planning funds) must register with the System for Award Management (SAM).

### **UEI Number**

An Unique Entity ID (UEI) Number assigned by SAM is required when submitting any application for Federal funds. If your organization does not already have a UEI Number, please visit the System for Award Management website, [www.SAM.gov](http://www.SAM.gov) to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry. The website has detailed instructions and user guides to assist in registering your organization. There is no fee for registering with SAM.

The UEI is comprised of a combination of 16 letters and numbers. You must be assigned a UEI before being approved as an Active Registrant.

### **SAM Registration**

All Project Applicants must have an Active Registration with the System for Award Management (SAM). HUD will not issue a grant agreement for awarded funds to a project applicant until an active SAM registration is verified. **Having an assigned UEI number does not guarantee that an organization has an active registration.**

Please visit the System for Award Management website, [www.SAM.gov](http://www.SAM.gov) to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry.

The website has detailed instructions and user guides to assist in registering your organization.

There is no fee for registering with SAM.

**ESSEX COUNTY  
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

**CONTRACTOR CLEARANCE REQUIREMENTS**

To be completed by all Bidders on Community Development Block Grant Projects

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**IRS TAX ID:** \_\_\_\_\_

**SAM UEI #:** \_\_\_\_\_ **SAM CAGE CODE #** \_\_\_\_\_

**PRINCIPALS**

	<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>SOC SEC #</u>
1.				
2.				
3.				

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Signature**

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

**DATE:** \_\_\_\_\_ **PROJECT:** \_\_\_\_\_

## AFFIRMATIVE ACTION PLAN

The employment policies and practices of \_\_\_\_\_ (hereinafter referred to as the Agency) are to recruit and to hire employees without discrimination because of race, religion, color, sex, age and national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Agency submits this Plan to assure compliance with Title VI of the Civil Rights Act of 1964, or Title VII, as amended in March 1972, whichever is applicable to the Agency, grant conditions and other provisions in OEO grants requiring non-discrimination in employment in all programs funded by OEO and Executive Order #11246 (where applicable), and/or other subsequent orders that may pertain to this program; and, to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

This Agency agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens without regard to race, religion, color, sex, age and national origin.

This Agency further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons to seek opportunities with the Agency and to strive for advancement of this basis.

\_\_\_\_\_  
Signature of Agency Officer

P.L. 1975, C. 127 – Affirmative Action

CHECK THE BOX

- ( ) Fifty (50) or more employees in the entire firm or corporation  
( ) Less than fifty (50) employees in the entire firm or corporation

For Firms of Fifty (50) or More Employees: An Employee Information Report (Form AA302) must be completed and returned to the (City, Town, Borough, Township) within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An Affirmative Action Plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of New Jersey Affirmative Action Certificate of Approvals in the space provided.

For Firms of Less than Fifty (50) Employees: Vendors of less than fifty (50) employees are required to complete and return with bid an Affidavit of Affirmative Action, (see enclosed Exhibit). If during the term of contract the firm's workforce increases to fifty (50) or more employees, the public agency shall be notified. At this time, an Employee information Report (AA302) must be completed and returned to the (City, Town, Borough, Township).

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS.

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

\_\_\_\_\_ A Federal Certificate of Approval has been received  
(Proof of this will be required at the time of award)

\_\_\_\_\_ A New Jersey Affirmative Action Certificate of Approval has been received. The number is \_\_\_\_\_ (Proof of this will be required at the time of award)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ BID IDENTIFICATION: \_\_\_\_\_

NOTE: IF YOU ARE THE SUCCESSFUL BIDDER, YOUR FIRM IS REQUIRED TO PROVIDE THE ABOVE

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(To be completed by firms with less than 50 employees)**

STATE OF NEW JERSEY            )  
  )     SS.  
COUNTY OF ESSEX                )

I, \_\_\_\_\_ of the (City, Town, Borough, Township) of \_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath, depose and say that:

1. I am (President, Partner, Owner) of the Firm of \_\_\_\_\_, a bidder making a proposal upon the above named project
2. \_\_\_\_\_ does not have 50 or more employees, inclusive of all officers and employees of every type
3. I am familiar with the Affirmative Action requirements of P.L. 1975, C. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. \_\_\_\_\_ has complied with all Affirmative Action requirements of the State of New Jersey, including those required by P.L. 1975, C. 127, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975, C. 127, and the rules and regulations pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex, (City, Town, Borough, Township) of \_\_\_\_\_, until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated and the \_\_\_\_\_ may be debarred form all public contracts for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete the Employee Information Report

\_\_\_\_\_  
Signature of Authorized Representative

Subscribed and Sworn to me  
before me the \_\_\_\_ day of  
\_\_\_\_\_, 2019

\_\_\_\_\_  
(SEAL) Notary Public of New Jersey

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



# HIGHLIGHTS OF HUD'S PROPOSED RULE

## AMENDING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968



### What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs training, and contracts are provided to local low-income residents, particularly those that reside in public housing, and businesses that substantially employ them.

### Why is HUD Publishing a Proposed Rule to Amend the Current Section 3 Regulation?

The current Section 3 regulation at 24 CFR § 135 is vague in areas that have proved to be confusing and lead to differing interpretations. The Section 3 proposed rule seeks to: 1) clarify obligations for PHAs and other grantees; 2) incorporate HUD programs that have been created since the publication of the current regulation; and 3) codifies “best practices” that have proved successful for providing employment and contracting opportunities.

### What is the Status of the Section 3 Proposed Rule?

On [insert date] the Section 3 Proposed Rule was published in the Federal Register for a 60 day public comment period. To review the Section 3 Proposed Rule or provide public comments, please visit:

[www.huduser.org/portal/economicOpportunities.html](http://www.huduser.org/portal/economicOpportunities.html)

All comments must be received by:  
May 26, 2015

### What Are the Major Highlights of the Section 3 Proposed Rule?

The Section 3 Proposed Rule:

1. Establishes clearer guidelines for achieving compliance “to the greatest extent feasible”.
2. Requires “new hires” to work a minimum percentage of hours.
3. Revises the definition of a “Section 3 Business”.
4. Sets a new funding threshold for non-PHA grantees.
5. Removes the 3% minimum numerical goal for non-construction contracts.
6. Requires PHAs and other grantees to monitor contractor payroll data.
7. Mandates reference to Section 3 requirements in Project Labor Agreements.
8. Incentivizes job retention and the provision of apprenticeship opportunities for Section 3 residents.
9. Allows grantees to accept self-certifications or presume eligibility.
10. Imposes penalties for failure to submit Section 3 annual reports.
11. Imposes program sanctions on PHAs and grantees that fail to comply.
12. Stipulates that relief may possibly be provided to aggrieved entities.

### How Do I Find Out More Information About Section 3?

Please visit: [www.hud.gov/section3](http://www.hud.gov/section3)

potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: [www.hud.gov/Sec3biz](http://www.hud.gov/Sec3biz)

## SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: [www.hud.gov/Section3](http://www.hud.gov/Section3)



U.S. Department of Housing and Urban Development



[www.hud.gov/Section3](http://www.hud.gov/Section3)

HUD Form 972-English



## WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit [www.hud.gov/section3](http://www.hud.gov/section3) for more information on the requirements of Section 3.

## WHAT IS A SECTION 3 BUSINESS?

*If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:*

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

## WHO ARE SECTION 3 RESIDENTS?

*If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:*

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

To determine income eligibility in your community visit: <http://www.huduser.org/portall/datasets/il.html>

## WHAT IS THE SECTION 3 BUSINESS REGISTRY?



The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

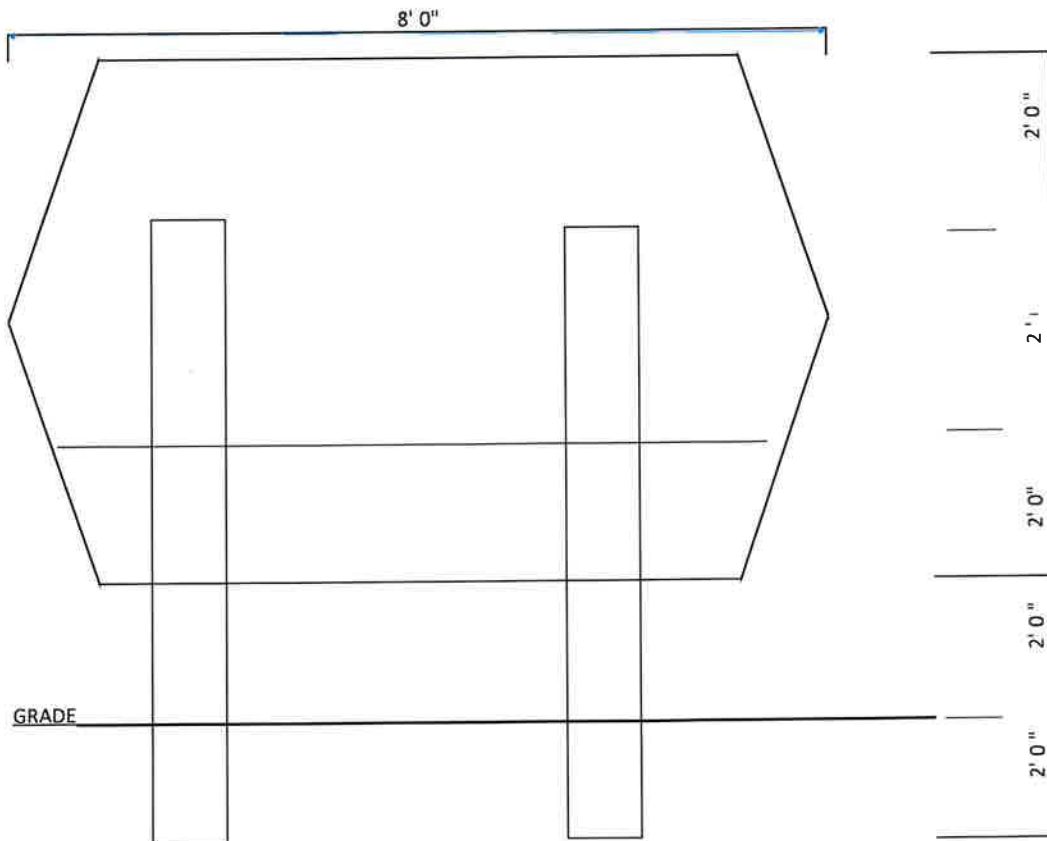
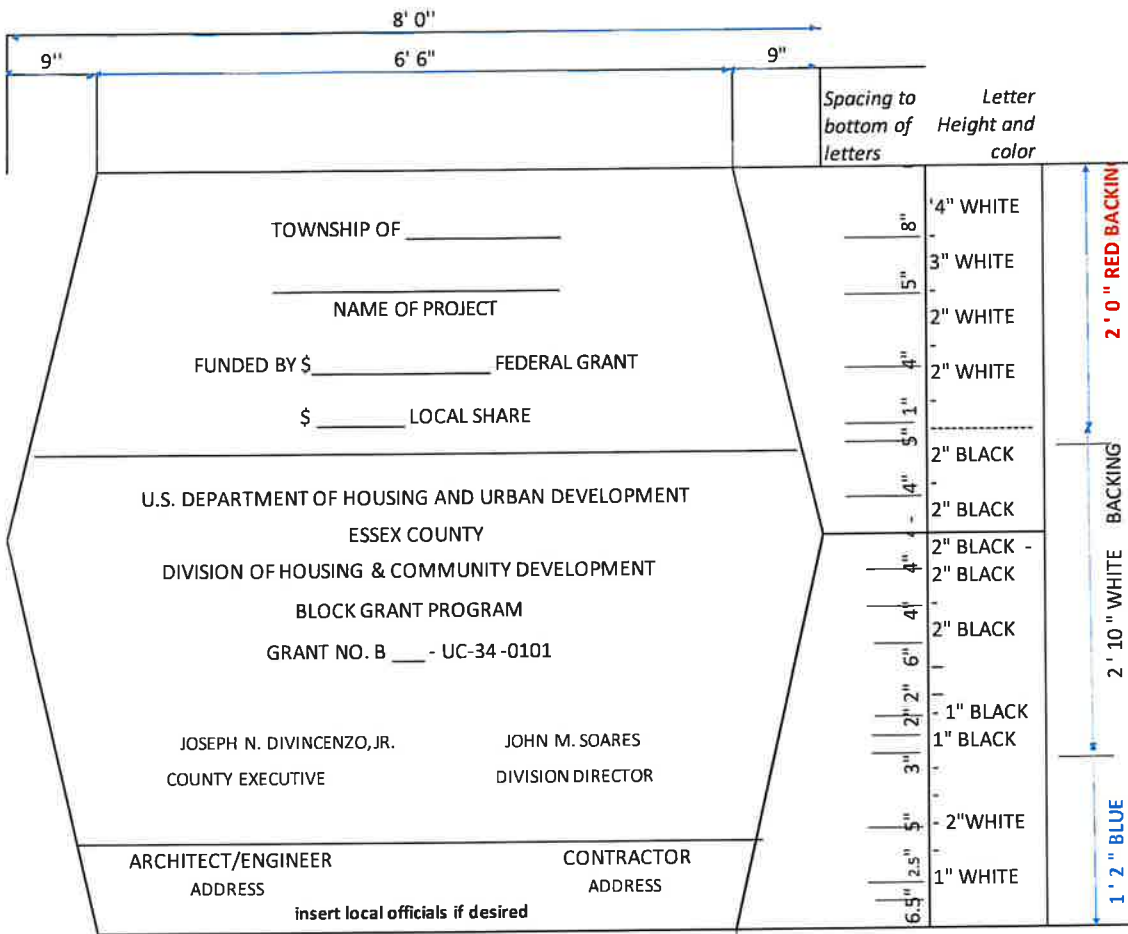


The Section 3 Business Registry will be used by Public Housing Authorities (PHAs), State, County, and local government agencies, property owners, developers, contractors, and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at [sec3biz@hud.gov](mailto:sec3biz@hud.gov) if you believe firms in HUD's Section 3 Business Registry have

*continued*



6' 6"

AGENCY NAME or TOWNSHIP OF \_\_\_\_\_

NAME OF PROJECT \_\_\_\_\_

FUNDED BY \$ \_\_\_\_\_ FEDERAL GRANT  
\$ \_\_\_\_\_ LOCAL SHARE

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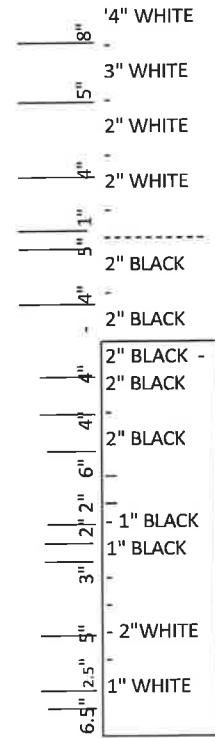
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
ESSEX COUNTY  
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM  
GRANT NO. B \_\_\_\_ - UC-34 -0101

JOSEPH N. DIVINCENZO, JR.                      JOHN M. SOARES  
COUNTY EXECUTIVE                                      DIVISION DIRECTOR

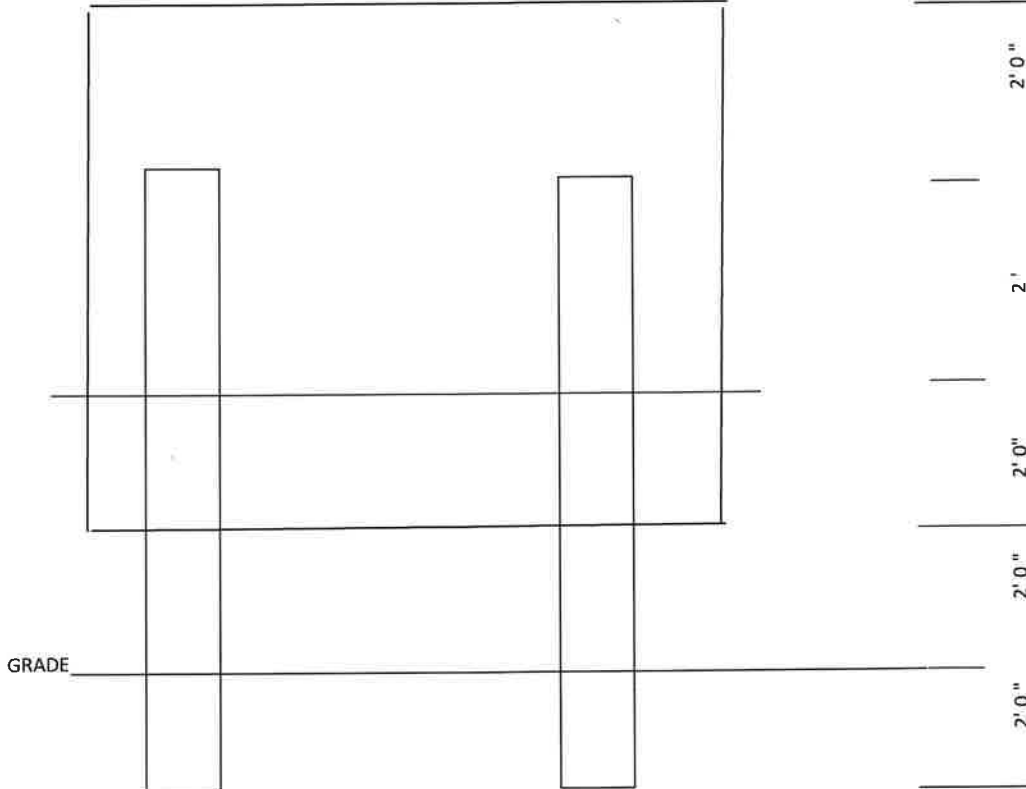
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ARCHITECT/ENGINEER                                      CONTRACTOR  
ADDRESS    ADDRESS  
insert local officials if desired

Spacing to Letter  
bottom of Height and  
letters color



6' 6"



## BUILD AMERICA BUY AMERICA (BABA ) REGULATIONS

If total project costs (not just the CDBG award amount) **exceed \$250,000**, the Grantee, the General Contractor and Sub Contractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. **The BABA requirement is waived for projects with a total cost that is \$250,000 or less and/or for a *de minimis* portion whereby covered materials used in a project comprise no more than 5 percent of the total cost, up to \$1 million.**

BABA requires that products purchased in connection with infrastructure projects funded by Federal financial assistance programs must be produced in the United States. This requirement is known as the "**Buy America Preference (BAP)**." The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all **iron and steel** used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all **manufactured products** (material or supply used in an infrastructure project that is not iron or steel or a construction material; when two or more materials are combined, they should be treated as a manufactured product) used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all **construction materials** are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Construction materials include** plastic materials such as PVC pipe, glass, lumber, and drywall. The definition of construction materials does not include cement and aggregates (stone, sand, gravel).

"General Decision Number: NJ20260031 01/02/2026

Superseded General Decision Number: NJ20250031

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

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

Modification Number 0 Publication Date 01/02/2026

ASBE0032-008 09/19/2024

	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).....	\$ 51.74	46.20

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BRNJ0002-014 05/01/2025

	Rates	Fringes
BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 49.60	37.96

Work on high stacks: 22% per hour additional.

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BRNJ0002-016 05/01/2025

	Rates	Fringes
MASON - STONE.....	\$ 49.60	37.96

Work on high stacks: 22% per hour additional.

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BRNJ0004-001 05/01/2025

	Rates	Fringes
CEMENT MASON.....	\$ 49.60	37.96

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BRNJ0007-022 06/02/2025

	Rates	Fringes
Tile finisher.....	\$ 50.05	33.90

Tile setter.....\$ 64.90 37.28

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

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CARP0006-009 05/01/2025

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 57.42	59.25%+\$0.15

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

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CARP0006-010 05/01/2025

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	\$ 57.42	59.25%+\$0.15

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CARP0029-008 05/01/2025

	Rates	Fringes
Soft floor layer.....	\$ 57.42	59.25%+\$0.15

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CARP0715-007 05/01/2025

	Rates	Fringes
Millwright.....	\$ 58.84	59.25%+0.20

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.

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ELEC0164-006 06/03/2024

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)		
Cable splicer.....	\$ 73.59	62.5%
Electrician.....	\$ 62.90	62.5%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ELEV0001-003 03/17/2013

Rates Fringes

Elevator mechanic

Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other elevator work in the machine room, hoistway or pit; Also, changes in design and appearance of basic escalator equipment...\$ 45.14 27.455  
 All other work.....\$ 57.01 27.605

PAID HOLIDAYS:

New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

PAID VACATION:

A worker who has worked less than 5 years: 4% of his or her hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her hourly rate for all hours worked.

ENGI0825-020 07/01/2025

Rates Fringes

Power equipment operators:

GROUP 1.....\$ 61.72 37.50  
 GROUP 2.....\$ 60.13 37.50  
 GROUP 3.....\$ 58.22 37.50  
 GROUP 4.....\$ 56.59 37.50  
 GROUP 5.....\$ 52.88 37.50

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

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IRON0011-012 07/01/2025

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 49.94	50.32
Structural, Ornamental.....	\$ 52.24	50.32

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LAB0008-001 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

PAIN0711-018 05/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 44.87	30.15

PAIN0711-019 05/01/2025

	Rates	Fringes
PAINTER (Brush & Roller).....	\$ 45.55	29.86
PAINTER (Spray).....	\$ 45.55	29.86

PAIN0711-021 05/01/2025

	Rates	Fringes
Glazier.....	\$ 52.68	12%+24.97

Work welding or using a cutting torch:  
\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet:  
\$1.00 per hour additional.

PLAS0029-003 05/01/2025

	Rates	Fringes
PLASTERER.....	\$ 54.64	30.95

PLUM0024-014 05/01/2025

Rates Fringes

PLUMBER (Excluding HVAC Pipe Installation).....	\$ 62.09	45.05
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PLUM0475-014 05/01/2025

Rates Fringes

PIPEFITTER (Including HVAC Pipe Installation).....	\$ 56.34	50.80
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ROOF0004-011 06/01/2024

Rates Fringes

ROOFER (Shingles, Shake and Tile).....	\$ 44.52	32.25
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SFNJ0696-006 01/01/2025

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....	\$ 67.97	39.35
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SHEE0025-005 06/01/2024

Rates Fringes

SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 51.30	51.55
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TEAM0408-002 05/01/2025

Rates Fringes

TRUCK DRIVER		
Dump Truck.....	\$ 46.41	31.82+a
Off the Road Truck.....	\$ 46.51	31.82+a

a. Employer contributes \$2026.49 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday

occurs.

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SUNJ2004-007 01/02/2009

	Rates	Fringes
ROOFER, Excludes Shake & Shingle, and Tile Roofs.....	\$ 30.21	15.25

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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 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.

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 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](mailto: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](mailto: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](mailto: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

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