

Requirements Under the New Jersey Prevailing Wage Act

- (a) Pursuant to the provisions of N.J.S.A. 18A:72A-5.1 et seq., which govern contracts financed in whole or in part by the New Jersey Educational Facilities Authority, the Contractor hereby acknowledges that the Contract is subject to the provisions, duties, obligations, remedies and penalties of the New Jersey Prevailing Wage Act, Chapter 150 of the New Jersey Laws of 1963, New Jersey Department of Labor and Industry, as amended (N.J.S.A. 34: 11-56.25, et seq.).
- (b) Wage and fringe benefit rates shall be paid to all workmen as required under N.J.S.A. 34: 11-56.25, et seq. The Contractor shall obtain the applicable Wage Rate Determination, as promulgated by the State of New Jersey Department of Labor and Workforce Development, which is set forth at www.state.nj.us/labor/lssse/lspubcon.html. The Wage Rate Determination in effect as of the effective date of this Contract shall govern this Contract. The Contractor shall maintain in its file a copy of the applicable Wage Rate Determination, which shall be made available to Princeton University upon request.
- (c) The Contractor shall prepare and retain (and shall cause its Subcontractors at all tiers to prepare and submit to the Contractor for retention) Weekly Certified Payrolls in accordance with N.J.S.A. 34: 11-56.25, et seq., commencing with the first of the Contractor's Work on the Project and continuing uninterrupted until the completion of its Work. With each invoice or payment application, the Contractor shall provide a written certification that it has complied with the prevailing wage requirements. Failure of the Contractor to prepare and submit its certification in a timely manner, proper in form and substance, may result in the withholding of progress payment(s) or final payment until such time as the Contractor corrects any such deficiencies with respect to the submission of its certification. In addition, if it is determined that any worker has been paid less than the prevailing wage required, Princeton University may terminate the Contract or the subcontract in accordance with N.J.S.A. 34: 11-56.27.
- (d) The Contractor and each Subcontractor shall maintain records and make them available for inspection in accordance with N.J.S.A. 34: 11-56.29. The Contractor and each Subcontractor shall post the prevailing wage rates in accordance with N.J.S.A. 34: 11-56.32. The Contractor and each Subcontractor shall be registered in accordance with N.J.S.A. 34:11-56.52.
- (e) As a condition to final payment under the Contract, the Contractor shall file the written statements required by N.J.S.A. 34: 11-56.33, proper in form and substance.
- (f) To the fullest extent permitted by law, the Contractor and each Subcontractor shall defend, indemnify and hold Princeton University and its officers, directors, employees, agents and assigns harmless from and against any and all loss, damage, liability, expense, claims, demands, and causes of action of any kind (including reasonable attorney's fees and administrative costs, incurred by Princeton University), arising or allegedly arising, in any way from or in connection with the Contractor's or any Subcontractor's failure to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25, et seq.