NJEDA AAPWR NUMBER: _____

NJEDA ADDENDUM TO CONSTRUCTION CONTRACT
Certification and Signature of General Contractor and Subcontractor (all tiers)
(Both the General Contractor and all Subcontractors must sign below)

I/We, the undersigned, certify that I/we have read and will comply with Parts I, II and III of the Addendum to Construction Contract, including all applicable statutory and regulatory requirements, and that I/we will incorporate the terms of this Addendum into all of this project's construction contract(s).

Project name and address:

GENERAL CONTRACTOR/ PRIME CONTRACTOR/ or CONSTRUCTION MANAGER

Company Name of General Manager, Prime Contractor, or Construction Manager

Mailing Address of General Contractor, Prime Contractor, or Construction Mgr. (Street Address / P.O./ City / State/ Zip)

Name and Title of Authorized Signatory | Phone

X

Signature of Authorized Representative | Date of Signature

Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports | E-mail address

SUBCONTRACTOR

Company Name of Subcontractor

Mailing Address of Subcontractor (Street Address / P.O./ City / State/ Zip)

Name and Title of Authorized Signatory | Phone

X

Signature of Authorized Representative | Date of Signature

Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports | E-mail address

SUBCONTRACTOR (lower tier) if applicable

Company Name of Subcontractor (lower tier)

Mailing Address of Subcontractor (lower tier)(Street Address / P.O./ City / State/ Zip)

Name and Title of Authorized Signatory | Phone

X

Signature of Authorized Representative | Date of Signature

Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports | E-mail address

The General Contractor must scan and upload the signed NJEDA Addendum to Construction Contract in its entirety (including Parts I, II and III and this Certification) at the beginning of the construction project to: New Jersey Economic Development Authority - Labor Compliance Dept. via https://aaonline.njeda.com

Rev: (09/2026)

New Jersey Economic Development Authority ("Authority")

ADDENDUM TO CONSTRUCTION CONTRACT
PART III – PUBLIC WORKS CONTRACTOR REGISTRATION

This Addendum to Construction Contract Part III – Public Works Contractor Registration (also available at https://www.njeda.gov/affirmativeaction/) must be part of all construction contracts involving financial assistance provided by the Authority and must be signed by the project owner/applicant or recipient of Authority financial assistance, prime contractor and subcontractor (all tiers), and when applicable the landlord, unless specifically exempted by N.J.A.C. 19:30-4.2.

Effective April 1, 2020, all construction contracts awarded in New Jersey that require payment of prevailing wage must provide proof of valid Construction Contractor Registration Certification (CRC). Contracts that were awarded prior to April 1, 2020, do not have to provide proof of CRC. Bidders cannot list any subcontractors in any bid proposal unless the subcontractor is registered. Failure to present an approved Public Works Certificate at the time of award, and prior to construction will result in a violation of the Public Works Act, specifically Section 4 of P.L.1999, c.238 (C.34:11-56.51) and could ultimately affect the financial assistance for this project.

New Jersey Economic Development Authority ("Authority")

ADDENDUM TO CONSTRUCTION CONTRACT
PART I - PAYMENT OF PREVAILING WAGES IN AUTHORITY PROJECTS

This Addendum to Construction Contract Part I - Payment of Prevailing Wages in Authority Projects (also available on the Authority's Labor Standards Compliance website https://www.njeda.gov/affirmativeaction/) must be part of all construction contracts involving financial assistance provided by the Authority and must be signed by the project owner/applicant or recipient of Authority financial assistance, prime contractor and subcontractor (all tiers), and when applicable, the landlord, unless specifically exempted by N.J.A.C. 19:30-4.2. By signing the Addendum to Construction Contract, the undersigned certifies that it will abide by the Authority's Prevailing Wage Rules set forth in N.J.A.C. 19:30-4.1 et. seq., which are set forth in part below, and that it will incorporate this addendum into all construction contracts related to the project that are greater than $2,000.

N.J.A.C. 19:30-4.1A Definitions

"Building services" means any cleaning or routine building maintenance work, including, but not limited to, sweeping, vacuuming, floor cleaning, cleaning of rest rooms, collecting refuse or trash, window cleaning, securing, patrolling, or other work in connection with the care or securing of an existing building, including services typically provided by a door-attendant or concierge. "Building services" shall not include any maintenance work, professional services, or other public work for which a contractor is required to pay the "prevailing wage" as defined at N.J.S.A. 34:11-56.26.

"Building services contract" means any contract, subcontract, or agreement, whether written or oral, for building services.

"Construction contract" means any contract, subcontract, or agreement, whether written or oral, for construction work.

"Construction work" means construction, reconstruction, demolition, alteration, duct cleaning, repair work, or skilled maintenance work, including painting and decorating, millwork fabrication, remediation, removal of hazardous substances, custom fabrication, excavation, grading, pile driving, concrete form, or other types of foundation work undertaken in connection with Authority financial assistance or any of its projects, those projects that the Authority undertakes pursuant to N.J.S.A. 52:27BBB-1 et seq., or those projects undertaken by any individual or entity to fulfill any condition of receiving Authority financial assistance, including the performance of any contract to construct, renovate, or otherwise prepare a facility for operations that are necessary for the receipt of Authority financial assistance, unless specifically exempted pursuant to N.J.A.C. 19:30-4.2 or other statute, rule, or regulation to the contrary. When determining if an activity is construction work, the Authority shall consider the following factors:

1. Physical changes to a property, including, but not limited to, construction, reconstruction, demolition, alteration, excavation, grading, and pile driving;

2. Equipment installation activity, including, but not limited to, the complexity and effort required beyond plug-in for end use;
3. Property maintenance or repairs, including, but not limited to, activity beyond minor touch-ups or fixes, such as painting or decorating;
4. Environmental work, including, but not limited to, removal of hazardous substances and the use of machinery for site testing;
5. Whether the activity is undertaken to qualify the applicant, property, or project for Authority financial assistance; and
6. Any other factors, as the Authority may deem appropriate.

N.J.A.C. 19:30-4.2 Payments of prevailing wages in projects receiving assistance

(a) Not less than the prevailing wage rate shall be paid to workers employed in the performance of any construction contract, unless the work performed pursuant to the contract is:

1. Performed on a facility owned by a landlord of the entity receiving the Authority financial assistance;

2. The landlord is a party to the construction contract(s); and

3. For applications for Authority financial assistance approved prior to January 7, 2021, less than 55 percent of the facility is leased by the entity at the time of the contract and pursuant to any agreement to subsequently lease the facility. For applications for Authority financial assistance approved on or after January 7, 2021, less than 35 percent of the facility is leased by the entity at the time of the contract and pursuant to any agreement to subsequently lease the facility, as required pursuant to N.J.S.A. 34:1B-5.1.

(b) The exceptions at (a) above shall be determined in relation to each specific construction contract. For example, if a recipient of Authority financial assistance is a tenant that leases and occupies less than the percentage threshold identified at (a) above of a facility and the landlord that owns the facility is a party to the construction contract for fit-out for the recipient of Authority financial assistance, payment of prevailing wage and compliance documentation are not required for that contract. In this example, if the recipient of Authority financial assistance then executes a construction contract that the landlord is not a party to, payment of prevailing wage shall apply to the recipients of the Authority financial assistance construction contract.

(c) Prevailing wage requirements for construction contracts shall not apply if the contract is in an amount less than $ 2,000, the prevailing wage contract threshold amount, as defined in the Prevailing Wage Act, N.J.S.A. 34:11-56.26(11)(b).

1. Except as otherwise may be required by other statutes, rules, regulations, including, but not limited to, the New Jersey Economic Recovery Act of 2020, P.L. 2020, c. 156, as amended at P.L. 2021, c. 160, in accordance with N.J.S.A. 34:1B-5.1, nothing in this subchapter shall be construed as requiring the payment of prevailing wage for:

i. Contracts by or between a grantee receiving Authority financial assistance and another entity if the contract is a subgrant or if the contract is not primarily for construction work; or

ii. Construction commencing more than two years after an entity has executed, with the Authority, a commitment letter, approval letter, or has received notification of approval from the Authority where a commitment letter or approval letter is not required regarding Authority financial assistance and the first payment, first tax credit certificate, or other provision of the assistance is received.

2. Not less than the prevailing wage rate shall be paid to workers employed to perform building services if required by the statute, rules, conditions of the Authority financial assistance, or N.J.S.A. 34:11-56.25 et seq., or 34:11-56.58 et seq.

N.J.A.C. 19:30-4.3 Assurances required

(a) Recipients of Authority financial assistance shall provide all documentation requested by the Authority and a completion certificate, in a form prescribed by the Authority, upon completion of each construction contract, executed by the recipient or the landlord, as required by the Authority, signed by an authorized representative of the recipient, certifying that:

1. Any and all contractors and subcontractors subject to any prevailing wage requirement are registered with the Department of Labor and Workforce Development, in accordance with N.J.S.A. 34:11-56.48 et seq.; and

2. The recipient has complied and has caused its landlord, if applicable, contractors and subcontractors to comply with the requirements at N.J.A.C. 19:30-4.2 and any statute, rule, or condition of Authority financial assistance that requires payment of prevailing wage.

(b) To the extent that payment of prevailing wage is required for performance of building services, recipients of Authority financial assistance shall provide all documentation requested by the Authority. Upon execution, and as required by the Authority on an ongoing basis, of each contract and/or subcontract for building services by the recipient or the landlord, if applicable, the recipient shall submit documentation, as required by the Authority, evidencing and confirming that the contract complies with the requirements at N.J.A.C. 19:30-4.2 and any statute, rule, or condition of Authority financial assistance for the payment of prevailing wage.

N.J.A.C. 19:30-4.4 Documentation required

(a) All construction contracts in the amount of $ 2,000, or more, in accordance with the prevailing wage contract threshold amount as defined in the Prevailing Wage Act, N.J.S.A. 34:11-56.26(11)(b), and all building services contracts shall require that:

1. Contractors that are party to such a contract with the recipient of Authority financial assistance or the recipient's landlord subject to N.J.A.C. 19:30-4.2(a) maintain and submit certified payroll records of the contractor and every subcontractor to the Authority on a form satisfactory to the Commissioner of the Department of Labor and Workforce Development (see N.J.A.C. 12:60-5.1 Appendix); and

2. Contractors and subcontractors:

    i. Permit the Authority, or its designated agent, complete access to payroll records and other records for purposes of determining compliance with the provisions of this subchapter; and

    ii. Keep accurate records showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed in connection with the performance of the contract and to preserve such records for two years from the date of payment.

(b) All construction contracts and building services contracts of all tiers shall include mandatory language in a form satisfactory to the Authority setting forth the requirements of this subchapter. Every contractor and subcontractor shall sign an addendum to such a contract in a form satisfactory to the Authority.

19:30-4.5 Violation

(a) A violation of the provisions of this subchapter with regard to construction work or building services, as applicable, at a public work undertaken by the Authority shall be deemed a violation of N.J.S.A. 34:11-56.25 et seq., and 34:11-56.58 et seq., N.J.A.C. 12:60-8, and/or 12:64-4.

1. The Authority shall refer any such violation to the Department of Labor and Workforce Development, as applicable.

2. In the event of any violation of the provisions of this subchapter, the Authority, irrespective of any sanctions or penalties imposed by the Department of Labor and Workforce Development pursuant to (a) above may:

    i. Withdraw, suspend, terminate, recapture, and/or require repayment of any Authority financial assistance;

    ii. Forfeit all or some of the tax credits awarded; and

    iii. Impose any other remedy available to the Authority at law or in its respective agreement with the recipient of Authority financial assistance.

3. The Authority may refer a violation to any other applicable government entity for relevant action.

New Jersey Economic Development Authority ("Authority")

ADDENDUM TO CONSTRUCTION CONTRACT
PART II - AFFIRMATIVE ACTION IN AUTHORITY-FINANCED CONSTRUCTION PROJECTS

This Addendum to Construction Contract Part II - Affirmative Action in Authority-Financed Construction Projects (also available on the Authority's Labor Standards Compliance website https://www.njeda.gov/affirmativeaction/ under "NJEDA PRE-CONSTRUCTION PACKET") must be part of all construction contracts involving financial assistance provided by the Authority and must be signed by the project owner/applicant or recipient of Authority financial assistance, prime contractor and subcontractor (all tiers), and when applicable, the landlord, unless specifically exempted by N.J.S.A. 19:30-3.4. By signing the Addendum to Construction Contract, the undersigned certifies that it will abide by the Authority's Affirmative Action Rules set forth in N.J.A.C. 19:30-3.1 et. seq., which are set forth in part below, and that it will incorporate this addendum into all construction contracts related to the project.

N.J.A.C. 19:30-3.5 Construction contracts

(c) Every construction contract must require that:

1. The NJEDA Addendum to Construction Contract, which is provided by the Authority as part of its application for financial assistance and also available at *www.njeda.com/affirmativeaction*, must be part of all construction contracts and must be signed by the project owner/applicant, prime contractor and subcontractor (all tiers);

2. Unless specifically exempted by N.J.A.C. 19:30-3.4 or 3.5(b), 10 percent of every disbursement for each construction contract in connection with the construction project shall be retained by the project owner/applicant, agent, trustee or lender until 50 percent completion of the contract. Upon notification to the AA Compliance Officer that a contract is 50 percent complete and confirmation from the AA Compliance Officer that the project is in substantial compliance with this subchapter, five percent of every disbursement for each construction contract must be retained. Upon approximately 90 percent completion of the construction contract and receipt of an Authority Affirmative Action Completion Certificate that is acceptable to the Authority, the Authority will notify the project owner/applicant that the remaining retainage may be released;

3. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor or subcontractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity

shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship;

4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth provisions of this nondiscrimination clause;

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

6. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a referral letter, to be provided by the Authority, advising the labor union or workers' representative of the contractor's commitments under this subchapter and shall post copies of the referral letters in conspicuous places available to employees and applicants for employment;

7. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-7.2; provided, however, that the Authority may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed in N.J.A.C. 19:30-3.6, as long as the Authority is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Authority, that its percentage of active "card-carrying" members who are minority and women workers is equal to or greater than the applicable employment goals established in accordance with N.J.A.C. 17:27-7.2;

8. The contractor that is awarded a construction contract or the project owner/applicant must submit an initial project workforce report . Each initial workforce report shall identify the estimated workforce requirements, by trade or craft, of the construction contractors and subcontractors for the duration of the construction contract;

9. The contractor must maintain or submit certified payrolls to the Authority pursuant to N.J.A.C. 19:30-4.4;

10. The contractor must submit a monthly project workforce report to the Authority within 15 business days after the end of the reporting month; and

11. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(d) In the event a construction contract has been executed between a project owner/applicant or a landlord not exempted by N.J.A.C. 19:30-3.4, and the contractor or subcontractor before the project owner/applicant applied to and/or received final approval, the Authority will require that any executed construction contract(s) be amended to include the NJEDA Addendum to Construction Contract, on a go-forward basis or incorporate such addendum by side letter.

N.J.A.C. 19:30-3.6 Mandatory language for construction contracts receiving Authority financial assistance; good faith

(a) A contractor will be considered in compliance with this subchapter only if the contractor has made good faith efforts to meet the minority and women hiring goals for each trade or craft employed on the project. The goals are expressed as percentages of the total hours worked on the project in each trade. The goals are established by the Department of the Treasury, Division of Public Contracts Equal Employment Opportunity Compliance and can be found at the Division's website at: www.state.nj.us/treasury/contract_compliance/. The contractor must take the following steps in this effort:

1. When hiring or scheduling workers in each construction trade, the contractor or subcontractor shall make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Authority may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by this paragraph and (a)2 below, as long as the Authority is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Authority, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. A good faith effort by the contractor or subcontractor shall include compliance with the following procedures:

   i. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with this subchapter as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor shall attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor shall

be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (a)2 below; and the contractor or subcontractor shall take said action immediately if it determines or is so notified by the Authority that the union is not referring minority and women workers consistent with the applicable employment goal.

2. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall take the following actions consistent with the applicable county employment goals:

   i. Notify the AA Compliance Officer and minority and women referral organizations listed by the Department of the Treasury, Division of Public Contracts Equal Employment Opportunity Compliance pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
   ii. Notify any minority and women workers who have been listed with it as awaiting available vacancies;
   iii. Prior to commencement of work, request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
   iv. Leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment and other approved referral sources in the area until such time as the workforce is consistent with the employment goal; and
   v. If it is necessary to lay off any of the workers in a given trade on the construction site, assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

3. The contractor or subcontractor shall adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

   i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual

at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Authority. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of N.J.A.C. 19:30-3.6(a) 4 below.

ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested woman or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the AA Compliance Officer.

iv. The contractor or subcontractor shall keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Authority and submitted promptly to the AA Compliance Officer upon request.

4. Nothing contained in (a)2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, in implementing the procedures of (a)2 above, the contractor or subcontractor shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the Authority an initial EDA project workforce report provided by the Authority for distribution to and completion by the contractor, in accordance with N.J.A.C. 19:30-3.7. The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Authority. The contractor agrees to notify the Authority and at least two minority referral organizations of the contractor's labor needs, and to request referrals of

minority and women workers. The contractor shall leave standing requests for referrals of minority and women workers with the local unions, the State Employment Service, New Jersey Bureau of Apprenticeship and Training and at least two referral sources designated from time to time by the Authority until such time as the contractor has met its hiring goals.

5. In conforming with the applicable employment goals, the contractor or subcontractor shall review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(b) When compliance challenges are initiated pursuant to N.J.A.C. 19:30-3.8, the Authority shall consider the following factors in its determination of whether a contractor or subcontractor has acted in good faith:

1. Whether the contractor or subcontractor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;

2. Whether the contractor or subcontractor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;

3. Whether, when the opportunity has presented itself, the contractor or subcontractor has considered promoting minority and women employees within its organization;

4. Whether the contractor or subcontractor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;

5. Whether the contractor or subcontractor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;

6. Whether the contractor or subcontractor has utilized the available recruitment resources to attract minorities and women with requisite skills, including but not limited to training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations; and

7. Whether the contractor or subcontractor has documented its attempts to attain the goals.

N.J.A.C. 19:30-3.8 Failure to comply

(a) In the event the Authority determines that a contractor is not in compliance with this subchapter, the Authority will notify the contractor, the project owner/applicant, the construction lender, and the agent or trustee, in writing, of the steps the contractors should take to be considered in compliance. The Authority's actions may include:

1. The Authority on its own initiative or in response to monitoring conducted by an AA

Compliance Officer, or in response to a written complaint or allegation from an interested party, shall investigate any complaint or allegation of violation of this subchapter. If the Authority determines there is a substantial probability that a violation is occurring, it may issue a written alert notice to a contractor or subcontractor and/or project owner/applicant if applicable. The alert notice shall explain in sufficient detail the facts of the alleged violation.

2. If the alleged violation explained in the alert notice has not been corrected to the satisfaction of the Authority within seven business days after it is received by the contractor or subcontractor, the Authority shall issue a violation notice to said contractor or subcontractor and/or project owner/applicant if applicable. Said violation notice shall explain in sufficient detail the facts of the continuing violation.
3. The Authority, acting on its own initiative or in response to a written complaint or allegation from an interested party, shall investigate any written complaint or allegation of a violation. If the Authority staff investigating the complaint or allegation determines there is a substantial probability that a violation is occurring, the Authority shall issue a violation notice to said contractor or subcontractor and/or project owner/applicant if applicable. Said violation notice shall explain in sufficient detail the facts of the continuing violation.
4. The notice of violation shall notify the alleged violator that it shall submit within seven business days, a written statement explaining why it is not in violation of this subchapter or an explanation of how it will correct any such violation. If the Authority determines that the contractor or subcontractor has not adequately explained why it is not in violation or if the Authority determines that the alleged violation is continuing to occur, then it shall conduct an investigatory conference to determine whether there is a violation and/or if corrective measures must be taken. A conference may also be conducted to discuss and resolve issues before imposing financial penalties in accordance with N.J.S.A. 10:5-35 and 36. The investigatory conference shall be conducted within 30 business days of the alleged violator's submission of its written statement in response to the violation notice. The Authority may conduct interviews and request from appropriate parties the submission of additional information as is considered necessary to determine whether the alleged violation has occurred.
5. A technical assistance meeting with the Authority may be requested by a contractor and/or subcontractor at any time, whether or not a violation has been alleged.

(b) If the contractor fails to comply or otherwise respond after receipt of the notice in (a) above, and/or when the Authority determines that a contractor, subcontractor or project owner/applicant or landlord not exempted by N.J.A.C. 19:30-3.4 is in violation of this subchapter, the Authority may take action against the contractor, subcontractor or project owner/applicant by ordering or taking part in any or all of the remedial actions in (b)1 through 5 below:

1. Institute debarment proceedings to preclude a contractor from contracting on Authority projects (see N.J.A.C. 19:30-2); and
2. Refer reported violations to the Attorney General for enforcement action under the "Law Against Discrimination".
3. Subject the contractor, subcontractor or project owner/applicant to a fine of up to $ 1,000 for each violation for each day during which the violation continues, said fine to be collected in a summary manner pursuant to the Penalties Enforcement Law of 1999 (N.J.S.A. 2A:58-10 et seq.);

4. Direct the project owner/applicant/agent/trustee or lender to withhold part or all of the contract or subcontract payments then due and owing; and/or
5. Refer the determination of violation proceeding to the Authority unit that administers the Authority financial assistance to determine if the commitment to, or offer of, Authority financial assistance should be withdrawn from the project owner/applicant or terminated and/or repaid.