

## RESOLUTION

No. 25-392OCT 21 2025

Date of Adoption

Factual content certified by

DIEGO MINACAPELLI, DIRECTOR OF HEALTH AND HUMAN SERVICES

presents the following Resolution:

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Councilman/woman

SPONSORED BY:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20 ET SEQ., TO NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES FOR CONSULTING, PREPARATION OF 2024 CAPER, 2025 CAPER, ENVIRONMENTAL REVIEWS, PROGRAM YEAR 2026 ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES IN AN AMOUNT NOT TO EXCEED \$62,700.00 FOR A PERIOD ONE (1) YEAR FROM THE DATE OF AWARD - RFP2025-22**  
**THIS IS A CDBG, HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING**

**WHEREAS**, the City has a need for Consulting, Preparation of 2024 Caper, 2025 Caper, Environmental Reviews, Program Year 2026 Annual Action Plan and Technical Assistance for the City of Trenton, Department of Health and Human Services for a period of one (1) year from the date of award; and

**WHEREAS**, a request for proposal was advertised, and two (2) sealed proposals were received on September 3, 2025 at 11:00AM, by the Purchasing Agent and were evaluated by a committee based on criteria that included, experience, qualifications, references and fee; and

**WHEREAS**, the proposal of Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 800 Vinial Street, Suite B14, Pittsburgh, PA 15212 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

**WHEREAS**, funds in an amount not to exceed \$62,700.00 have been certified to be available in the following account number: T-19-24-26-2500-290 (\$20,000.00) and T-22-19-60-8200-101 (\$42,700.00) for a period of one (1) year from date of award. This Is a CDBG, Home Investment Partnership Program Funding.

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Northeast & Bucks Co. T/A Mullin & Lonergan Associates, 800 Vinial Street, Suite B14, Pittsburgh, PA 15212 for Consulting, Preparation of 2024 Caper, 2025 Caper, Environmental Reviews, Program Year 2026 Annual Action Plan and Technical Assistance; in an amount not to exceed \$62,700.00 for a period of one (1) year from the date of award for the City of Trenton, Department of Health and Human Services; and

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A Notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

MOTION: <i>Edwards</i>					SECOND: <i>Feliciano</i>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

OCT 21 2025

*Yanney Gonzalez*  
President of Council

City Clerk

*E. J. Hart*

PROFESSIONAL SERVICES CONTRACT

RFP2025-22  
RESOLUTION 25-392

**THIS IS A CDBG, HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING**

**AWARDED TO NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES FOR CONSULTING, PREPARATION OF 2024 CAPER, 2025 CAPER, ENVIRONMENTAL REVIEWS, PROGRAM YEAR 2026 ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE**

**THIS CONTRACT** made this 22<sup>ND</sup> day of OCTOBER 2025 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES, 800 VINIAL STREET, SUITE B14, PITTSBURGH, PA 15212** ("CONTRACTOR").

**WHEREAS**, the City has a need to provide **CONSULTING, PREPARATION OF 2024 CAPER, 2025 CAPER, ENVIRONMENTAL REVIEWS, PROGRAM YEAR 2026 ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE** for the City of Trenton, Department of Health and Human Services.

**WHEREAS**, Contractor agrees to provide **CONSULTING, PREPARATION OF 2024 CAPER, 2025 CAPER, ENVIRONMENTAL REVIEWS, PROGRAM YEAR 2026 ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE** for the City of Trenton, Department of Health and Human Services, in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**CONSULTING, PREPARATION OF 2024 CAPER, 2025 CAPER, ENVIRONMENTAL REVIEWS, PROGRAM YEAR 2026 ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE** for the City agrees to retain **NORTHEAST & BUCKS CO. T/A MULLIN & LONERGAN ASSOCIATES, 800 VINIAL STREET, SUITE B14, PITTSBURGH, PA 15212** "the request of and under the general supervision of the City of Trenton, Department of Health and Human Services.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from **the date of award**, in an amount not to exceed **\$62,700.00.00**.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** **Resolution #25-392** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering this Contract with the City of Trenton, Department of Administration, Division of Information Technology.

5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

**MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to

carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:
  1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
  2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
  3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

*William Wasilewski*

10-31-25

NORTHEAST & BUCKS CO.  
T/A MULLIN & LONERGAN ASSOCIATES  
800 VINIAL STREET, SUITE B14  
PITTSBURGH, PA 15212

DATE

Seal: 

Attest: *Kate Molinaro*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

CITY OF TRENTON



BRANDON L. GARCIA

MUNICIPAL CLERK

11/5/25

DATE



W. REED GUSCIORA, ESQ.

MAYOR

11.3.25

DATE

**FEDERAL COMPLIANCE NOTICE TO BIDDERS**

**CDBG**

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG), provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton's Department of Housing and Economic Development. All federal CDBG requirements including 2 CFR Part 570, Davis Bacon, Prevailing Wages and Section 3 will apply to the contract.

**SLFRF/ARPA**

This project is also jointly being funded with a State and Local Fiscal Recovery Funds (SLFRF) / American Rescue Plan Act (ARPA) allocation. As such, the SLFRF 2022 Final Rule, SLFRF 2023 Interim Rule, the following list of regulations, and the attached ARPA Terms & Conditions are applicable. All ARPA funds must be expended before December 31, 2026.

- Requirements for Bidders regarding SAM.gov and debarment.
- Byrd Anti-Lobbying Amendment
- Contract Work Hours and Safety Standards Act
- 200.323 Procurement of recovered materials per 2 CFR 200.323
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act (42 U.S.C. 7401-7671q.)
- Davis-Bacon Act
- 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.
- 200.322 Domestic preferences for procurements.

**The City of Trenton is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.**

Bidders must conduct and document all outreach to MBE/WBE and Section 3 Businesses in the Service Area during the procurement process for all contracts. Section 3 applies to contracts over

\$100,000.

The **MBE/WBE/SECTION 3 CONTACT SOLICITATION AND COMMITMENT STATEMENT** must be completed and submitted with the Bid.

Failure to submit the completed form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE/Section 3 subcontractors and material providers in the area, the form must indicate. Otherwise, attempts to contact MBE/WBE/Section 3 subcontractors and material providers must be documented and **submitted with the bid**.

### **MBE/WBE/Section 3 Resources**

All bidders must research the MBE/WBE and Section 3 databases to obtain vendor and contractor contacts to comply with program requirements.

HUD's Section 3 Business Registry can be found at the following URL:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

State Contracting with Small, Minority, and/or Women Business Enterprises (SMWBE's) <http://www.state.nj.us/njbusiness/contracting/>

Services and Information: NJSAVI Database

[https://www6.state.nj.us/CEG\\_SAVI/jsp/vendorSearch.jsp](https://www6.state.nj.us/CEG_SAVI/jsp/vendorSearch.jsp)

MBE/WBE Directories can be obtained from the State of New Jersey website:

<https://www.state.nj.us/transportation/business/civilrights/dbe.shtml>

Disadvantaged Business Enterprise (DBE)

The New Jersey Unified Certification Program Directory is the only recognized directory of certified DBE firms in the State of New Jersey

<https://njucp.dbesystem.com/>

Emerging Small Business Enterprise (ESBE)

The NJDOT ESBE Directory is the only recognized directory of certified ESBE firms in the State of New

Jersey. <https://njdot.dbesystem.com/frontend/searchcertifieddirectory.asp?>

Small Business Enterprise (SBE)

New Jersey Selective Assistance Vendor Information (NJSAVI) is a database that identifies businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.

[https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1. **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 Public Body 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 days before the effective date of such termination. In 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 Public Body, 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 Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

(C) **Equal Employment Opportunity.** (applicable to all construction contracts over \$10,000)

During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, 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, religion, sex, color, or national origin. Such actions shall include, but not be limited

to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation 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, religion, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

**Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

**Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- (D) **Davis-Bacon Act**, as amended ( 40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions
- (E) **Contract Work Hours and Safety Standards Act** applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act ( 42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended -**

Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include or cause to be included in the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section

113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**(H) Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use [www.SAM.gov](http://www.SAM.gov)

**(I) Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials.**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(K) Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1801 u).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to

the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Reference:** Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### **Labor Standards- Davis-Bacon and Other Related Acts Compliance and Reporting**

#### **Labor Standards-Davis Bacon and Other Related Acts**

The HUD requirement for Davis-Bacon Act and Other Labor Standards can be found at 24 CFR Part 570.603. [https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.570&rgn=div5#se24.3.570\\_1603](https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.570&rgn=div5#se24.3.570_1603)

##### **Davis Bacon Act**

Davis-Bacon prevailing wage requirements apply to construction activities that exceed the \$2,000 minimum contracted labor and when construction is carried out by contractors. Prevailing wages does not apply to projects where construction is completed by the employees of the grantee (force account labor), or when the construction is for the rehabilitation of residential units with less than 8 units. For the St. Johns County CDBG-DR projects, the Davis-Bacon wage requirements applies to all infrastructure projects and the new construction of multi-family rental units.

##### **Copeland Anti-Kickback Act**

Employees must be paid weekly, deductions must be permissible, and payrolls must be submitted weekly by the contractor.

##### **Contract Work Hours and Safety Standards Act**

Applies to contracts over \$100,000 and requires that employees are paid overtime for all hours over 40 at time and one-half pay. Contractors that violate this requirement may be required to pay a penalty of \$10 per day for each violation.

### **Section 3**

Requires opportunities for training and employment to low-income residents that reside in the project area, and award of contracts to businesses that provide employment opportunities to low-and very-low income residents.

#### **Labor Standards Compliance Requirements- Bidding**

- The procurement process needs to include any applicable labor standards and the most current wage determination in the bid documents and contract. Wage determinations have moved from the Department of Labor site to the Sam.gov site <https://beta.sam.gov/search?index=wd>
- There are 4 categories of wage determinations, and the correct one for the geographical area of the project location must be used as follows:

- Multi-family residential project- **Residential** wage determination (if the project design results in the construction of apartment buildings higher than 4 stories, the **building** wage determination)
- Infrastructure projects- **Heavy** wage determination
- The St. Johns County project does not currently have any road projects requiring the **Highway** wage determination
- Any job classification not appearing on the wage determination for a project will require a written request for an additional classification and corresponding wage rate. The contractor is responsible for notifying the County of the need for an additional classification.
- The wage determination in the bid documents may be modified up to 10 days prior to the bid due date, and notification to the potential bidders must be done in accordance with the County's purchasing policy.
- If construction does not begin within 90 days of the award to the contractor, a review for any modifications to the wage determination must be completed. The contractor will be required to pay prevailing wages according to the new wage determination.

#### **Enforcement of Labor Standards- Responsibility of Grant Recipient**

- St. Johns County is required to enforce the labor standards throughout the construction activity of the project, including:
  - Pre-construction conference- Not mandatory but is considered a best practice as it's an opportunity to provide guidance and set expectations of contractor compliance
    - Establish that payrolls must be submitted weekly by the prime contractor
    - Provide guidance on wage rates, weekly pay, overtime pay requirements and payroll deductions
    - Explain the employee interview process
    - Require posting by contractor of required notices- poster needs to be updated to include the County's contact for employees to notify of any violations of these labor standards (see poster attached to this guidance).
  - Notice to Proceed- establishes the construction start date and initiates requirement for weekly payroll submissions
  - Payroll Review- Contractor is required to submit signed weekly payrolls for its employees as well as those for the subcontractors
    - Submission of weekly payrolls must be timely
    - The HUD form (WH-347) is not required to be used but all information needed to confirm compliance must be included, with a signed Statement of Compliance

- Weekly payrolls must be reviewed to ensure workers are not making less than the prevailing wage in the wage determination, overtime is paid if applicable, and deductions are within regulatory requirements
- Any underpayments must be corrected by the contractor/subcontractor and corrected payrolls submitted. The prime contractor is responsible for ensuring that all employees are paid in accordance with these labor standards.
- The consequences of not-compliance by the prime contractor include wage restitution, liquidated damages, and potentially recommendation for debarment.
- Contractors/subcontractors must pay not less than the wage rate plus the fringe (if any listed) on the wage determination for the correct job classification of the employee. If fringe is paid for benefits including health insurance, retirement, or other non-mandatory benefits, documentation must be obtained from the contractor/subcontractor to show compliance.

- On-Site

**Example:** For this job classification of Operator: Loader, the minimum hourly rate is  $\$11.31 + \$2.02 = \$13.33$ /hour. A combination of hourly pay plus non-mandatory fringe paid by the contractor/subcontractor on behalf of the employee can make up the minimum hourly paid.

OPERATOR: Loader.....	\$ 11.31	2.02
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Interviews- the interview of workers on the project is completed to corroborate the information provided in the certified payrolls.

- HUD-11 Record of Employee Interview form is used to record information from on-site interview
- Interview should be conducted on the job site and in one-on-one meeting with the employee, the interviewer must observe and note the work the interviewed employee performed
- On-Site interview records are compared to the certified payroll information, and any discrepancies must be noted and action taken to clarify and/or investigate potential underpayments

- Pay Requests from Contractor

- Certified payroll through the time period of a pay request should be reviewed and verified as conforming to the wage determination prior to approval of payment
- Final Payment and project close-out- confirm all payrolls received and any underpayments resolved before final payment to contractor and project close-out.

## Reporting

A semi-annual report (due every 6 months) must be compiled and submitted to DEO for all construction contracts. Report form HUD-4710 and instructions are available on the HUD website.

Construction for the St. Johns projects that are subject to these labor standards and reporting began in June, 2020, so the first reporting period will be for the time May 1 through September 30, 2020. This report will be due to DEO by October 15, 2020.

Report information will be compiled using executed contracts throughout the time period which had construction start dates (NTP) during the time period. A draft report is prepared and forwarded to the St. Johns County CDBG-DR staff for approval and submission to DEO.

U.S. Department of Labor- Wage and Hour Division website:

<https://www.dol.gov/agencies/whd/government-contracts/construction>

HUD Website- Davis Bacon Forms

[https://www.hud.gov/program offices/davis bacon and labor standards/olrform](https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform)

Guidance and reporting documents can be found on the St. Johns SharePoint by following this link:

[https://tetrachinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FHastings%2FHastings%20II%20Davis%20Bacon%20Documentation](https://tetrachinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FDavis%20Bacon%20Forms%20and%20Reports)

The wage determination and certified payrolls for the Hastings II lift station project underway, which have been reviewed or are currently under review by Tt at the request of St. Johns County have been uploaded to the SharePoint in this folder:<https://tetrachinc.sharepoint.com/sites/103-FRSRt/St.%20Johns/Shared%20Documents/Forms/AllItems.aspx?viewid=252dd1bb%2Dd4a3%2D41c3%2Da5e0%2De57cfdb2ef5a&id=%2Fsites%2F103%2DFRSRt%2FSt%2E%20Johns%2FShared%20Documents%2FInfrastructure%20Projects%2FHastings%2FHastings%20II%20Davis%20Bacon%20Documentation>

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the 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 in a work week. There are few exceptions.

### ENFORCEMENT

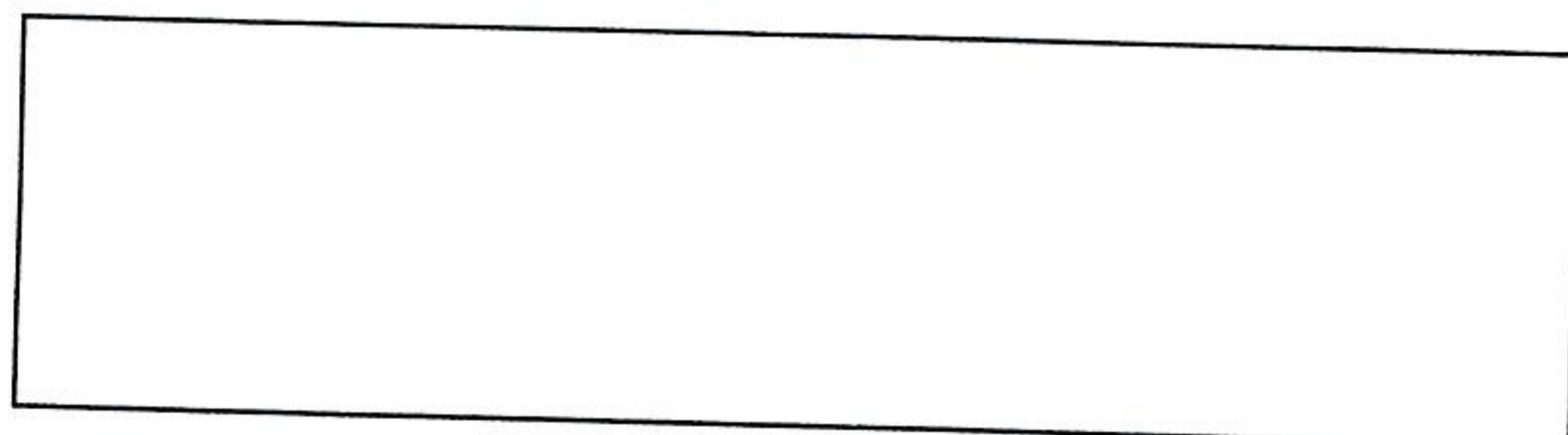
Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### 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, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.



**WHD**

WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-4243  
TTY: 1-877-880-8627  
[www.dol.gov/whd](http://www.dol.gov/whd)



EEO is the Law