

# RESOLUTION No. 25 - 474

Date of Adoption DEC 16 2025

Approved as to Form and Legality

Factual content certified by

  
WESLEY BRIDGES, ESQ., CITY ATTORNEY

  
WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Councilman/woman \_\_\_\_\_

\_\_\_\_\_ presents the following Resolution:

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 ROBERTS ENGINEERING GROUP FOR ENGINEERING, DESIGN AND CONTRUCTION INSPECTION SERVICES FOR CDBG SIDEWALK IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRAFFIC AND TRANSPORTATION/ENGINEERING IN AN AMOUNT NOT TO EXCEED \$169,000.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD – RFP2025-30  
THIS IS A CDBG FUNDED PROJECT**

**WHEREAS**, the City has a need for Engineering, Design and Construction Inspection Services for CDBG Sidewalk Improvements for the City of Trenton, Department of Public Works, Division of Traffic and Transportation/Engineering for a period of one (1) year from the date of award; and

**WHEREAS**, a request for proposal was advertised, and three (3) sealed proposals were received on October 21, 2025, at 11:00 AM, by the Purchasing Agent and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Roberts Engineering Group, 1670 Whitehorse-Hamilton Square Road, Hamilton, NJ 08690 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 \$169,000.00 have been certified to be available in the following account number: T-27-20-55-5501-290. This contract shall be awarded for a period of one (1) year from date of award.

**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 Roberts Engineering Group, 1670 Whitehorse-Hamilton Square Road, Hamilton, NJ 08690 for Engineering, Design and Construction Inspection Services for CDBG Sidewalk Improvements in an amount not to exceed \$169,000.00 for a period of one (1) year from the date of award for the City of Trenton, Department of Public Works, Division of Traffic and Transportation/Engineering; 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:					SECOND:										
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ					✓
FELICIANO	✓				HARRISON	✓									
FIGUEROA	✓				WILLIAMS	✓									
KETTENBURG	✓														

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

**DEC 16 2025**

*José Edgardo...*  
President of Council

*[Signature]*  
City Clerk

PURCHASING

**PROFESSIONAL SERVICES CONTRACT**

RFP2025-30  
RESOLUTION 25-474

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

**AWARDED TO ROBERTS ENGINEERING GROUP FOR ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES  
FOR CDBG SIDEWALK IMPROVEMENTS ANNUAL ACTION PLAN AND TECHNICAL ASSISTANCE**

THIS CONTRACT made this **17<sup>TH</sup> day of DECEMBER 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 **ROBERTS ENGINEERING GROUP, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NJ 08690** ("CONTRACTOR").

**WHEREAS**, the City has a need to provide **ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CDBG SIDEWALK IMPROVEMENTS** for the City of Trenton, Department of Public Works, Division of Traffic and Transportation.

**WHEREAS**, Contractor agrees to provide **ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CDBG SIDEWALK IMPROVEMENTS** for the City of Trenton, Department Public Works, Division of Traffic and Transportation 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:

**ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CDBG SIDEWALK IMPROVEMENTS** for the City agrees to retain **ROBERTS ENGINEERING GROUP, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NJ 08690** "the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Traffic and Transportation.

**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 **\$169,000.00**.

- 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 #25-474** 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

## **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/](http://www.state.nj.us/njbusiness/contracting/)

Services and Information: NJSAVI Database

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

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

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

### **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.

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  $\$11.31 + \$2.02 = \$13.33/\text{hour}$ . 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://tetrattechinc.sharepoint.com/sites/103-](https://tetrattechinc.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)

[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](https://tetrattechinc.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://tetrattechinc.sharepoint.com/sites/103-](https://tetrattechinc.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)  
[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://tetrattechinc.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.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-680-6827  
[www.dol.gov/whd](http://www.dol.gov/whd)



5010 001511

## FEDERAL DEBARMENT CERTIFICATION FORM

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS FOR CERTIFICATION ON PAGE 2)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name Roberts Engineering Group, LLC  
Name and Title of Authorized Representative Carmela Roberts, PE, CME, CPWM, president

Signature Carmela Roberts Date 1/16/20

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## **FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**

### **Instructions for Certification**

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

## **GENERAL CONDITIONS**

### **PART II**

#### **FEDERAL REQUIREMENTS**

All bidders must comply with the following Federal requirements:

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

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

2. Executive Order 11063, as amended.

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

3. Executive Order 11246

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

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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 actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that

the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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 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 setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals and Timetables for</u> <u>Minority Participation</u> <u>for Each Trade</u>	<u>Goals and Timetables for</u> <u>Female Participation in</u> <u>Each Trade</u>
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14.9%

6.9%

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

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

the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

(1) As used in these specifications:

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

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

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

(d) "Minority" includes:

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

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

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

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

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the

applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

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

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

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



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

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

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 107 of the Act provides that no laborer or mechanic shall be required to

work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

#### 5. Federal Labor Standards Provisions

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

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- B. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- C. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- D. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- E. The contractor agrees that in order for a Section 3 worker to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- F. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 1) It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
- 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Firms needing to hire new workers, can use the below portal:

<https://hudapps.hud.gov/OpportunityPortal/>

## 7. Lead Based Paint Requirements.

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

## 8. Clean Air and Clean Water Acts.

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

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

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included in the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

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.

9. Energy Conservation Provisions

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

10. 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.

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

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

12. Age Discrimination Act of 1975.

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

13. Section 504 of the Rehabilitation Act of 1973.

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

14. OTHER REQUIREMENTS OF 2 CFR PART 200

**(a) 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)

**(b) 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. Attachment 10B - Certification

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

The City and its 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.



### Section 3 language for procurement documents and contracts

***(This language is to be included in all procurement documents/solicitations and all covered contracts)***

- L. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- M. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- N. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- O. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- P. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- Q. The contractor agrees that in order for a Section 3 worker to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- R. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- S. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- T. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- U. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- V. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- W. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

- 4) It is at least 51 percent owned and controlled by low- or very low-income persons.
- 5) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*: or
- 6) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1) The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2) The worker is employed by a Section 3 business concern; or
- 3) The worker is a YouthBuild participant.

Carmela Roberts  
Carmela Roberts, PE, CME, CPMM, president  
ROBERTS ENGINEERING GROUP  
1670 WHITEHORSE-HAMILTON SQUARE ROAD  
HAMILTON, NJ 08690

1/14/24

DATE

Seal: \_\_\_\_\_

Attest: Nicole Nieves

NICOLE M NIEVES  
Notary Public, State of New Jersey  
Comm. # 50061528  
My Commission Expires 6/28/2027

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

BRANDON L. GARCIA

MUNICIPAL CLERK

W. Reed Gusciora

W. REED GUSCIORA, ESQ.

MAYOR

1/30/2024

DATE

1/25/24

DATE

**CONTRACT AWARD**

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. If the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if you are willing to hold the pricing consideration for over sixty days or until the contract is awarded.

☐ Check here if you are not willing to hold the pricing consideration for over sixty days or until the contract is awarded.

---



e) Detail cost proposal (in sealed envelope).

i. A detailed cost proposal including the total cost of each task.

ii. The cost shall be broken down into phases including:

• Research =	\$ 1,500. 00
• Initial Inspection =	\$ 1,500. 00
• Field surveying =	\$ 44,000. 00
• Preparation of Plans and Specifications =	\$ 50,000. 00
• Additional Services/Bidding =	\$ 3,000. 00
• <u>Part Time Inspection =</u>	<u>\$ 69,000. 00</u>
• <b>TOTAL =</b>	<b>\$169,000. 00</b>

**REQUEST FOR PROPOSALS FOR  
ENGINEERING, DESIGN, SPECIFICATION PREPARATION CONSTRUCTION  
INSPECTION SERVICES, AND ADMINISTRATION SERVICES**

**FOR**

**2025 SIDEWALKS IMPROVEMENTS PROJECT  
CONSISTING OF SIDEWALK REPLACEMENT, REPAIR, AND ADA COMPLIANCE  
UPGRADES THROUGH CDBG GRANTS F  
FOR A PERIOD OF ONE HUNDRED EIGHTY (180) CALENDAR DAYS  
FROM "NOTICE TO PROCEED"**

**CITY OF TRENTON  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING**

This contract 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 Health and Human Services in collaboration with Department of Public Works, Division of Engineering. All federal CDBG requirements will apply. Federal and state labor compliance apply. Section 3 Apply. CDBG funding must be environmentally cleared in accordance with Part 58 prior to commitment of funds.

This project is being supported, in part, by federal award number SLFRP4580 awarded to the County of Mercer by the U.S. Department of the Treasury and sub awarded to the City of Trenton.

## 1.0 GENERAL PURPOSE

The City of Trenton, Department of Public, Division of Engineering is soliciting sealed Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for engineering, design, bid/construction plan and specification preparation, and construction inspection and administration services for its FY 2025 CDBG Sidewalks and Segments Improvements Project. The City's FY 2025 CDBG program consists of sidewalk and segment improvements, including removal and replacement of deteriorated sidewalks, installation of new sidewalk sections where missing, ADA ramp upgrades, and correction of trip hazards in designated project areas. This contract shall be awarded for a period of one hundred eighty (180) calendar days from "Notice to Proceed".

### **Following is proposed locations for improvements in the FY 2025 CDBG funded Sidewalks Replacement Project.**

#### **Proposed Locations for Improvements**

<b>Street</b>	<b>From</b>	<b>To</b>
S. Logan Avenue – pt 1	103 S Logan	175 S Logan Ave
S. Logan Avenue – pt 2	at Elwood Alley	1422 Greenwood
Walnut Ave	at S Logan	at Cleveland
Cleveland Ave – pt 1	102 Cleveland Ave	166 Cleveland
Cleveland Ave – pt 2	at Elwood Alley	1402 Greenwood
Greenwood Ave	1402 Greenwood	1422 Greenwood
Greenwood Ave	HS pkg lot	Quinton Ave
Quinton Ave	Greenwood Ave	Hamilton Ave
Hamilton Ave	Quinton Ave	HS drive entrance
Spring St – pt 1	199 Spring	307 Spring
Spring St – pt 2	309 Spring	347 Spring
W Hanover St	at Spring	at Passaic
Passaic St – pt 1	106 (?) Passaic	206 Passaic
Passaic St – pt 2	208 Passaic	240 Passaic
Calhoun St	201 Calhoun St	at Spring
N Montgomery St	at 202 Perry	320 N Montgomery
N Montgomery St	326 N Montgomery	350 N Montgomery
Allen St	at N Montgomery	229 Allen St
Perry St*	202 Perry	236 Perry
Heil Ave	40 Heil Ave	52 Heil Ave
Phillips Ave	217 Phillips*	MLK Blvd
MLK Jr Blvd	1200 MLK Blvd	1218 MLK Blvd
Second St	237 Second St	247 Second St
Second St	502 Lamberton	554 Lamberton
Centre St	526 Centre	594 Centre
Second St	528 Second	538 Second

The purpose and intent of this Request for Proposals is to enter a Contract for said services.

## 2.0 SCOPE OF WORK

The successful professional engineering firm will be contracted to prepare complete bid and construction documents for a Community Development Block Grant (CDBG)-funded Sidewalk Improvement Project, which will consist primarily of sidewalk replacement, repair, and ADA-compliance upgrades within the project limits identified by the City of Trenton.

This project will focus on removing and replacing deteriorated sidewalks, correcting tripping hazards, installing ADA-compliant curb ramps, and regrading where necessary to address ponding or cross-slope deficiencies.

a) The scope of work shall include the following:

1. **Preliminary Assessment and Documentation:** The successful firm shall perform a comprehensive field evaluation of all sidewalks, curbs, curb ramps, drive aprons, and pedestrian crossings within the designated limits. Identify and document deficiencies related to structural condition, surface hazards, cross slopes exceeding ADA maximums, vertical displacement at joints, and lack of compliant curb ramps and evaluate drainage patterns impacting sidewalks and recommend regrading or curb adjustments to eliminate ponding conditions.
2. **Field Survey / Base Map Preparation:** Prepare a topographic and planimetric survey of the project area sufficient to support design and bidding. The survey shall include, but not be limited to:
  - a. Sidewalk edges, expansion joints, driveway aprons, and adjacent roadway edge.
  - b. All curb lines, curb ramps, detectable warning surfaces, and pedestrian crosswalk striping.
  - c. Above ground and visible underground utility features, street trees, landscaping, poles, signage, hydrants, and other obstructions in the pedestrian path of travel.
  - d. Spot elevations at intervals and transitions necessary to verify compliance with ADA slope standards (maximum 2% cross slope, maximum 8.33% ramp slope, etc.).

The survey shall be signed and sealed by a New Jersey Professional Land Surveyor (P.L.S.) and prepared at a scale of not smaller than 1" = 20'

3. **75% Preliminary Construction Plans / Specifications / Bid Document Preparation:** Prepare preliminary construction plans showing existing and proposed sidewalk alignments, grades, profiles, and ramp configurations.

Design ADA-compliant curb ramps in accordance with the latest PROWAG (Public Rights-of-Way Accessibility Guidelines), the 2010 ADA Standards for Accessible Design, and NJDOT Standard Details.

Include construction details for sidewalk replacement, jointing, reinforcement, detectable warning surfaces, and surface finishing.

Identify and specify required traffic control measures per the Manual on Uniform



Traffic Control Devices (MUTCD) for pedestrian detours during construction.

Prepare technical specifications and preliminary construction cost estimates for City review.

Perform all necessary initial field visit(s), observation, investigation and research. Prepare preliminary construction plans and technical specifications, schedule and construction estimate for review by the City's representative(s), in preparation for Request for Bid. Preliminary documents shall address all items to be removed and reconstructed, including existing and proposed profiles, top of curb and sidewalk elevations and details for construction / installation of improvements. The plan set shall be detailed sufficiently to address requirements for Public Bidding, applicable permits, including Soil Erosion Sediment Control Certification.

The scope also includes the preparation of a Project Manual containing the instruction to Bidders, the Form of Proposal, the Standard General Conditions, any Supplemental Conditions, Prevailing Wage Rate Determination and the Supplementary Specifications for State Aid Projects.

The plans, specifications and related documents must be prepared in consistence and accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq., the current editions of NJDOT Standard Specifications for Road and Bridge Construction, Manual of Uniform Traffic Control, and City municipal standards. Due to the time sensitive nature of CDBG Funding, plans and specifications for formal bidding should be completed within sixty (60) days of award of contract.

4. **Bid Tabulation and Contract Administration.** The project is being funded by an allotment from the CDBG, and the successful engineering firm will be required to administer the project in accordance with the NJDOT Trust Fund Authority Act State Aid Handbook for "Procedures for State Aid to Counties and Municipalities". This work includes but is not limited to the review of Bids received, recommendation to the City of Trenton for Contract Award, and preparation of Bid Tabulation Sheet of Bids received.
5. **Construction Inspection and Management.** The engineering firm shall schedule and attend a pre-construction meeting including coordination of the same with all necessary stakeholders and utility representatives. The firm shall provide inspection services as required by the NJDOT and at a minimum include part-time daily inspection of work performed by the contractor. Inspections shall be performed by personnel certified by NICET Level III or higher.

Construction management services shall include the engineering and inspection of construction work to certify completion of constructed items and resolution of any matters that may arise during construction. The successful firm shall also review and approve submittals from the contractor including shop drawings, construction schedule, periodic / monthly payment requests, man hour / labor certifications, material quantity documents. The firm shall also schedule and attend periodic project meetings for the duration of the construction project.

### 3.0 PROPOSED DUE DATE

Sealed Proposals **must** be submitted to the Purchasing Agent, Ms. Isabel Garcia, QPA, City of Trenton, City Hall – 319 East State Street, Trenton, NJ 08608 on or before **OCTOBER 21, 2025, at 11:00 A.M.** The City of Trenton will not assume responsibility for any proposal received after the mandatory due date and time.

Any proposal received after the prescribed due date will not be accepted.

### 4.0 CONTRACT INFORMATION AND SUBMISSION INSTRUCTIONS

- (a) Firms are required to follow all instructions contained in this document in preparing and submitting a proposal. Failure to do so could result in disqualification of your proposal.
- (b) The City of Trenton reserves the right to reject any or all proposals if deemed to be in the best interest of the City of Trenton.
- (c) This Request for Proposal is being issued by the Department of Public Works. All All sealed Request for Proposal shall be submitted in a sealed envelope addressed to:

**Isabel Garcia  
Purchasing Agent  
City of Trenton  
City Hall – 319 East State Street  
Trenton, New Jersey 08608**

### 5.0 LIABILITY FOR COSTS

The City of Trenton assumes no responsibility and no liability for costs incurred by candidates prior to issuance of an Agreement, Contract or Purchase Order.

### 6.0 QUESTIONS AND INQUIRIES

The Department of Public Works will accept all questions pertinent to this proposal, provided they are in written form and received by the Department **no later than OCTOBER 21, 2025, at 11:00 a.m.** All questions shall be submitted in writing to [igarcia@trentonnj.org](mailto:igarcia@trentonnj.org).

### 7.0 REVISIONS TO THE REQUEST FOR PROPOSAL

If changes are made to the Request for Proposal, an Addendum will be advertised in the City of Trenton's Procurement Website at <https://nj-trenton.civicplus.com/list.aspx> and in the Trenton Times newspaper.

### 8.0 PROPOSED SUBMISSION REQUIREMENTS

Candidates responding to this Request for Proposal shall submit one (1) original copy of the RFP and two (2) additional copies in your sealed envelope to the Division of Purchasing at the address listed in Section 4.0(c) on or before the prescribed date.

## **9.0 PROPOSAL CONTENT**

The contents of the proposal of the successful candidate and the Request for Proposal will become part of any ensuing agreement resulting from these specifications and requirements.

## **10.0 ORAL PRESENTATION AND/OR WRITTEN CLARIFICATION**

Candidates who submit a proposal in response to the Request for Proposal may be required to give an oral presentation and/or written clarification of their proposal to the Department of Public Works. This will provide an opportunity for the candidate to clarify or elaborate on this proposal but will in no way change the proposal. The Director will schedule the time and location of these presentations if they are required.

## **11.0 ASSIGNMENT OF CONTRACT**

The successful candidate is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the City of Trenton.

## **12.0 LENGTH OF CONTRACT AND CONDITIONS**

The Contract will be for a maximum of **one hundred eighty (100) calendar days** from "**Notice to Proceed**". The plans and specifications will be submitted to the City ready for Public Bidding within sixty (60) days of award of the Contract.

## **13.0 TERMINATION OF CONTRACT**

- A. The City of Trenton reserves the right to terminate due to breach or default of selected candidate; any Contract into which it has entered as a result of the Request for Proposal, providing written notice has been given to the successful candidate at least thirty (30) consecutive days prior to such proposed termination date.
- B. At any time, subsequent to the award of a Contract under this Request for Proposal, the City of Trenton reserves the right to terminate such Contract for the convenience of the City of Trenton.

## **14.0 INSURANCE**

The successful candidate shall obtain Comprehensive General Liability insurance in the amount of two million (\$2,000,000.00) dollars combined single limit and any and all other insurance required by State and Federal law for the duration of the Contract. The City of Trenton shall be named as additional insured. Proof of insurability shall be submitted with the proposal.

The candidate shall also provide Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars in single limit. The City of Trenton shall be named as additional insured.

## 15.0 ORGANIZATION SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to the candidate's organization, personnel, and experience that would substantiate his qualifications and capabilities to perform the services required by the scope of this Request for Proposal.

This section of the proposal shall contain at least the following information.

- (a) Name, address, telephone number, fax and e-mail address of lead firm and Project Coordinator.
- (b) A list of personnel to be assigned, their function in the project, an indication of their labor category and a detailed resume of each such person showing quantified experience that will be appropriate for this project.
- (c) The successful candidate or firm shall have experience in designing projects in accordance with the CDBG criteria and also administering CDBG projects. A listing of past projects designed and administered by candidate or firm is to be contained in the proposal.
- (d) Proposal narrative
- (e) Detail cost proposal (in sealed envelope)
  - i. A detailed cost proposal including the total cost of each task.
  - ii. The cost shall be broken down into phases including:
    - Research – above/below ground public utilities, plans, tax maps, etc.
    - Initial inspection – needed for field surveying
    - Field surveying
    - Preparation of Plans and Specifications
    - Additional services which consist of printing, meetings and correspondence
    - Periodic observation during construction

## 16.0 EVALUATION OF PROPOSALS

**Proposals will be evaluated by a committee composed of members from various departments and divisions of the City of Trenton.**

The following criteria, not listed in order of significance, will be used to evaluate the proposals.

- (a) The candidate's general approach and plans to meet the requirements set forth in this Request for Proposal. **(30%)**
- (b) The candidate's previous experience in designing sidewalks as described herein. **(20%)**
- (c) The cost to perform the services required in this Request for Proposal. **(20%)**
- (d) The qualifications and qualified experience in similar personnel projects to be assigned as illustrated in the required staff resumes. **(5%)**
- (d) Any and all other information which would assist the City in preparing a Contract Award. **(25%)**

## 17.0 COST PROPOSAL

Candidates or firms should submit their cost **proposal page** with their **RFP** in one (1) **sealed envelope**.

## 18.0 CONTRACT

The Contract will be between the City of Trenton and the selected firm who will be administratively responsible to the City of Trenton. The City of Trenton will authorize all payments to the selected firm. **The Contract will be of the cost-reimbursable type.**

**The consultant and any sub-contractor over \$ 10,000 are required to submit the following cost information.**

Title 41 Code of Federal Regulation limits the amount of profit or fee to 10 percent of the direct labor cost, fringe benefits and indirect costs, and from 1 to 5 percent of other direct costs excluding sub-consultant costs.