RESOLUTION
No. 18-24

Date of Adoption: JAN 16 2018

Presented the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO ROBERTS ENGINEERS, LLC, 1670 WHITEHORSE HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR CDBG ROADWAY IMPROVEMENTS CONTRACT NO. 1 IN AN AMOUNT NOT TO EXCEED $78,000.00-
RFP 2017-11

WHEREAS, the City has a need for Engineering Design and Construction Services for CDBG Roadway Improvements Contract No. 1 for the City of Trenton, Department of Public Works, Division of Traffic and Transportation for a period of one (1) year from date of award; and

WHEREAS, a request for proposal was advertised, and ten (10) proposals were received on May 9, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Roberts Engineers, LLC, 1670 Whitehorse Hamilton Square Rd., 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 $78,000.00 have been certified to be available in account number T-19-15-55-1389-290.

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 Engineers, LLC, 1670 Whitehorse Hamilton Square Rd., Hamilton, NJ 08690 for a period of one (1) year from date of award in an amount not to exceed $78,000.00 for the City of Trenton, Department of Public Works, Division of Traffic and Transportation.

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.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JAN 16 2018

President of Council

City Clerk
AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
RFP # 2017-11

Whereas the City of Trenton (“City”), 319 East State Street, Trenton, New Jersey 08608 and Roberts Engineering Group, LLC (“Contractor”, collectively “Parties) entered into a Contract dated January 19, 2018 (“Agreement”);

Whereas that Agreement did not contain the required federal contract provisions for non-federal entity contracts under federal awards;

Whereas the Parties wish to amend the Agreement to include all federally mandated provisions; and

Whereas these changes do not materially alter the terms of the Agreement, but only add required federal contracting language;

NOW THEREFORE, the Agreement is amended to add Section 9. as follows:

9. FEDERAL PROVISIONS

(A) With respect to contracts for more than the simplified acquisition threshold currently set at $150,000, the Contractor agrees that the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination of Agreement.

1. The Contractor agrees that the City reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

2. The Contractor agrees that he City reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City of Trenton. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other Contractors when it is in the best interest of the City.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor agrees 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. The Contractor agrees that during the term of an award for all contracts by City of Trenton resulting from this procurement process, the Contractor agrees to comply with all applicable requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
(G) Environmental Protection: Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and to report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – The City agrees that this contract will not be awarded 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.


(J) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The Contractor agrees that it will comply with the requirements of Section 6002 which include a promise to procure: 1. 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; and 2. 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.


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):

i. 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.

ii. 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.

iii. 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeships 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.

iv. 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.

v. 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.

vi. 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.

(L) Record Retention. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that it will comply with the record retention requirements detailed in 2 CFR §200.333. The Contractor further agrees that Contractor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or
subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

(M) Compliance with Energy Policy and Conservation Act. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

(N) Civil Rights. When federal funds are expended by the City of Trenton for any contract resulting from this procurement process, the Contractor agrees that the Contractor will comply with the provisions of 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 receiving federal financial assistance.

(O) Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms. The Contractor agrees to take necessary affirmative steps to procure from minority firms, women’s business enterprises, and labor surplus area firms whenever possible.

Except as specifically amended above, the Agreement between the City of Trenton and Roberts Engineering Group, LLC is hereby reaffirmed and republished.

Roberts Engineering Group, LLC

By: **Carmela Roberts, P.E., C.M.E., President**

Address, City, State and Zip
code: **08696 Whitehorse- Hamilton Square Road**

Phone Number: **(609) 586-1141** Fax

Number: **(609) 586-1143**

Printed Name and Title of Authorized Representative:

**Carmela Roberts, P.E., C.M.E., President**

Email

Address: **c Roberts@robertsengineeringgroup.com**
Signature of Authorized Representative: [Signature]

Date: 02-04-19

On behalf of the City of Trenton
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 2/22/19

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE 2/20/19