

RESOLUTION

20-744

No. _____

Approved as to Form and Legality
John Morelli, CITY ATTORNEY

Acting

Date of Adoption

December 22, 2020

Factual content certified by

Maria Richardson
MARIA RICHARDSON, DIRECTOR OF RECREATION, NATURAL
RESOURCES AND CULTURE

Councilman /woman

CALDWELL- WILSON

presents the following Resolution:

**RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT TO
ARMANDO'S CONSTRUCTION, INC. FOR CITY-WIDE BLEACHER REPLACEMENT PROGRAM
TO REMOVE AND LEGALLY DISPOSE OF EXISTING NON-CODE COMPLAINT BLEACHERS,
INSTALL CONCRETE PADS AND BLEACHERS AT CITY WIDE FACILITIES
IN AN AMOUNT NOT TO EXCEED \$133,050.00 FOR A PERIOD OF ONE (1) YEAR-BID 2020-52**

WHEREAS, seven (7) sealed bids were received on August 21, 2020, for City-Wide Bleacher Replacement Program to provide all of the equipment, material and labor necessary to provide and install concrete pads and to assemble and install bleachers at city wide facilities for the City of Trenton, Department of Recreation, Natural Resources and Culture; Work shall be completed within three-hundred and sixty-five (365) calendar days from "Notice to Proceed"; and

WHEREAS, the low bidder, Armando's Construction, In., 311 Dickerson Street, Trenton, New Jersey 08638 made pursuant to advertisement, be and is hereby accepted, as the responsive, responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$133,050.00 have been certified to be available in the following account number(s): C-04-15-70-040E-001 (\$51,170.00), C-04-20-70-008I-004 (\$49,280.00), and G-CC-19-70-660B-229 (\$32,600.00).

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract to Armando's Construction, In., 311 Dickerson Street, Trenton, New Jersey 08638 in an amount not to exceed \$133,050.00 for City-Wide Bleacher Replacement Program to provide all of the equipment, material and labor necessary to provide and install concrete pads and to assemble and install bleachers at city wide facilities for the City of Trenton, Department of Recreation, Natural Resources and Culture for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHIAL	✓				MC'BRIDE				✓
CALDWELL, WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

December 22, 2020

Kathy Mc Bride
President of Council

City Clerk

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, 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 by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:



Mathew H. Conlon, RMC
Municipal Clerk



W. Reed Gusclora, Esq. Mayor

02-10-2021

Date

2.5.2021

Date

and

ARMANDO'S CONSTRUCTION, INC., 311 DICKERSON STREET, TRENTON, NEW JERSEY 08638

Attest:



Secretary



President

1/20/2021

Date