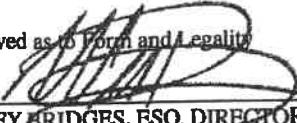


RESOLUTION

No. 24-044

FEB 08 2024

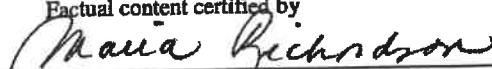
Approved as to Form and Legality


WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Date of Adoption

FEB 08 2024

Factual content certified by


Maria Richardson

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

Councilman /woman

presents 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 ENGENUITY INFRASTRUCTURE, FOR DEMOLITION CONSULTANTS (PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - PHASE II- IN THE CITY OF TRENTON IN AN AMOUNT NOT TO EXCEED \$300,000.00 FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD- RFP2023-29

WHEREAS, the City has a need for Demolition Consultants (Professional Engineering and Construction Administration Services) for the Community Block Grant (CDBG)- Phase II for a period of one (1) year from time of award for the City of Trenton, Department of Recreation, Natural Resources, and Culture; and

WHEREAS, a request for proposal was advertised, and three (3) sealed proposals were received on October 20, 2023 at 11:00am 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 Engenuity Infrastructure, 2 Bridge Ave, Suite 323, Red Bank, NJ 07701 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 \$300,000.00 have been certified to be available in the following trust account numbers: T-19-19-26-2500-290 (\$249,647.00) and T-19-23-55-5501-290 (\$50,353.00) for a period of one (1) year from date of award.

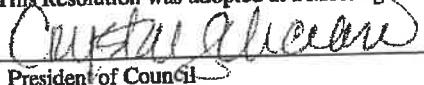
NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

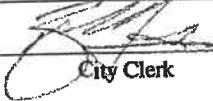
1. The Mayor is hereby authorized to enter into a contract with Engenuity Infrastructure, 2 Bridge Ave, Suite 323, Red Bank, NJ 07701 for Demolition Consultants (Professional Engineering and Construction Administration Services) for the Community Development Block Grant (CDBG)- Phase II in an amount not to exceed \$300,000.00 for a period of one (1) year from time of award for the City of Trenton, Department of Recreation, Natural Resources and Culture.
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:	FRISBY					GONZALEZ				HARRISON				WILLIAMS				SECOND:			
EDWARDS	✓																		✓		
FIGUEROA KETTENBURG	✓																				
FRISBY	✓																				

FEB 08 2024

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


Crystal Alceas
President of Council


City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2023-29

RESOLUTION 24-044

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") made this 9TH day of FEBRUARY 2024 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") ENGENUITY INFRASTRUCTURE, 2 BRIDGE STREET, SUITE 323, RED BANK, NEW JERSEY 07701 ("CONTRACTOR").

WHEREAS, the City has a need for DEMOLITION CONSULTANTS (PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – PHASE II- IN THE CITY OF TRENTON for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

WHEREAS, the City agrees to ") ENGENUITY INFRASTRUCTURE, 2 BRIDGE STREET, SUITE 323, RED BANK, NEW JERSEY 07701 to perform these services in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES:** Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
- 2. DURATION OF THE CONTRACT:** This contract shall remain in full force and effect for a period of one (1) year from **February 9, 2024, to February 8, 2025**.
- 3. COMPENSATION:** For the satisfactory completion of the services to be provided under this Contract, the City of Trenton will pay the Contractor a sum, not to exceed **\$300,000.00**, that the City of Trenton agrees to pay as set forth herein. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 24-044** which is incorporated herein by reference. In the event the Contractor anticipates exceeding the aforesaid contract amount, the Independent Contracts, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.
- 4. INVOICES:** Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall

review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

5. **SOURCE OF FUNDS:** The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD") under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the "Act". This contract is for services that may be funded in whole or in part with CDBG funds and must comply with the terms and conditions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.
6. **INDEPENDENT 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.
7. **INTEGRATION:** Resolution #24-044 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 into this Contract with the City of Trenton, Department of Housing and Economic Development.
8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes regulations and requirements. The Contractor shall commit no trespass on any public or private property in performing any of the work embraced by this contract.
9. **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.
10. **INSURANCE:** The Contractor warrants that it has obtained and will maintain at its expense for the duration of this Contract as follows:

Workers' Compensation Insurance as required by the State of New Jersey and Employer's Liability Insurance with a minimum limit of \$500,000.00 per accident for bodily injury or disease. The City of Trenton shall be named as additional insured.

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location.

Professional Liability Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage.

11. **INDEMNIFICATION:** The City of Trenton shall not be liable for failure on the part of the Contractor or any other party to perform all work under this Contract in accordance with all applicable laws and regulations. The Contractor waives any and all claims and recourse against the City of Trenton, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of concurrent or sole negligence of the City of Trenton or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City of Trenton from and against any and all claims, demands, damages, costs, expenses or liability of any kind (including reasonable attorneys' fees) arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of the concurrent or sole negligence of the City of Trenton or its officers, agents or employees. This provision shall survive the termination of this Contract for any claim arising during the term of the Contract.
12. **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.
13. **DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors or subrecipient entities are debarred, suspended, proposed for debarment or declared ineligible to participate in the Contract, is listed on the government-wide Excluded Parties List System 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).
14. **TERMINATION OF CONTRACT:**

This Contract may be terminated as follows:

TERMINATION 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 City 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 ten (10) 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 City, become the City's 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 City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City 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 City 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, "Termination of Contract for Cause" hereof relative to termination shall apply.

TERMINATION DUE TO LOSS OF FUNDING: In the event that Grants Administration reduces or terminates payments under the CDBG Program so as to prevent the City of Trenton from paying the Contractor with CDBG funds, the City of Trenton will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

15. **REPORTS AND INFORMATION:** The Contractor at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any matters covered by this Contract.
16. **PATENTS:** If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.
18. **RECORDS AND REPORTS:** Records for nonexpendable real property purchased totally or partially with CDBG funds must be retained for five years after its final disposition. The (Unit of Local Government) must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved.
19. **RECORDS AND AUDITS:** The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City

to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

20. **RETENTION OF RECORDS:** The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
21. **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT:** Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the Attorney General Prohibitions Against Discrimination 28 C.F.R. 35.130 and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the City and any grantor from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

22. **EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of 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 City setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitation of advertisement for employees to be 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, sex, or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement 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.

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

23. **CIVIL RIGHTS ACT OF 1964:** The Contractor shall 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 funded in whole or in part with Federal funds.
24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Contractor shall comply with the provisions of 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.
25. **AGE DISCRIMINATION ACT OF 1975:** The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, 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.
26. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352) :** The Contractor certifies, to the best of his or her knowledge and belief that:

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.
27. **DISCLOSURE AND COMPLIANCE:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this contract and Contractor shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 2 CFR 200.112 - Conflict of Interest found in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
28. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issues under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at

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 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.
- E. 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.

29. **ENERGY CONSERVATION PROVISIONS:** Contractor will comply with all 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 (P.L. 94-163, 89 Stat. 871).

30. **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

31. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** As 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.

32. **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.

33. **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 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.
- 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.

31. **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.

32. **RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS:** As applicable to 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:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, 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.

33. **FORCE MAJEURE.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

34. **MODIFICATION AND ASSIGNABILITY OF CONTRACT:** This Contract, including all documents incorporated by reference pursuant to paragraph 7 hereof, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City and Grants Administration. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the City.

35. **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. The 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

If any of the above state requirements, conflict with federal requirements the more stringent of the requirements will apply.

CONTRACTOR


Jacylyn S. Fior
President & CEO

3/20/24

DATE

ENGENUITY INFRASTRUCTURE, 2 BRIDGE STREET – SUITE 323, RED BANK, NEW JERSEY 07701

Seal: _____

Attest: W. Reed Gusciora

LISA M COLONNI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 14, 2028

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

ATTEST:

CITY OF TRENTON


BRANDON GARCIA

MUNICIPAL CLERK


W. REED GUSCIORA, ESQ.

MAYOR

4/5/2024
DATE

4.9.24
DATE

I. PROJECT OVERVIEW

The City of Trenton, Department of Recreation, Natural Resources, and Culture is seeking sealed proposals from qualified engineering firms through a fair and open process in accordance with 2 CFR Part 200, N.J.S.A. 40A:11 et seq. and N.J.S.A. 19:44A-20.4 et seq. to provide demolition consulting services throughout the City. These consulting services will be used to develop bid specifications for the removal of these structures. The Scope include arranging for hazardous building materials (i.e., asbestos, lead, universal wastes) inspections and testing as necessary to include in the bid specifications. The Consultant firm will be responsible for preparing the necessary design/bid documents to be advertised for public bid to construction contractors and providing permit coordination, bidding support and construction administration services.

It is the intent of the City to award one (1) year term contracts to approximately multiple Consultant firms. It is the City's intent to engage all the Consultant firms contracted for work under this contract on a rotating basis as described Section XIII, Award of Contract. It is anticipated that the consultants will be engaged on multiple assignments of varying sizes during the term of the contract.

For the purpose of engagement on project assignments, the term of this contract will be one (1) year from the date of contract execution. The project assignments initiated before the completion of the term of this contract will proceed to conclusion.

The City reserves the right to perform the services described in this RFP itself or to contract out separately for these services if deemed to be in the best interest of the City.

II. INTRODUCTION

In May of 2017 a pilot program was initiated by the State of New Jersey and the New Jersey Housing and Mortgage Finance Agency (NJHMFA) to demolish vacant, abandoned and blighted residential properties in the City of Trenton in an effort to increase public safety and spur economic redevelopment. The program is funded by an \$11.5 million investment through the NJHMFA, to stabilize neighborhoods by demolishing vacant and abandoned structures throughout the City of Trenton. It was expanded in scope in September 2019 and renamed the Neighborhood Redevelopment and Revitalization Pilot Program. The Program is guided by the Strategic Plan dated March 3rd, 2020. The City has available other funds, including Community Development Block Grant (CDBG) funds, to contribute to the project.

The City has limited staff resources and is looking to engage consultants to ramp up the program with a goal of demolishing a minimum of 200 properties in the next two years. Most sites are occupied by single family residential buildings, either attached or detached structures. Structures may be comprised of wood or masonry construction and are typically between one and three stories in height. Under this term contract, the City will engage consultants to produce scopes of work and bid documents for demolition, site remediation and restoration. The Consultants' assignments may include, but not be limited to, the following tasks:

- Preliminary Site Investigations
- Project Scoping Documents
- Preparation of Designs and Bid Specifications for Proper Removal and Disposal of Hazardous Materials, Demolition, and Site Restoration
- Develop Specifications for Site Remediation (if necessary)
- Compliance with all Environmental Statutes and Regulations
- Project Outreach Participation
- Coordination with Federal, State and/or Local Officials

- Quality Control/Assurance
- Bid Support Services
- Construction Administration and Oversight

Additional information regarding contract scope of work requirements are included in Section III Scope of Work of this RFP.

NOTE: Additional Requirements – The work under this contract may also be funded and/or reimbursed in whole or in part from U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in association with the NJ Housing and Mortgage Finance Agency. These additional requirements are described in the Statement of Assurances for Contractors/Consultant – Additional Federally Funded Agreement Provisions Applicable to Community Development Block Grant-funded Projects. Additionally, other State programs (NJHFA – Neighborhood Redevelopment and Revitalization Pilot (NRRP)) may also participate in funding or reimbursing the City for services or work under this contract. As such, the Consultant may be directed as part of its responsibilities to meet these other federal and/or State program requirements in order for services/work to be funded or reimbursed by the respective funding agencies or Programs, and to ensure that all applicable performance standards of these Programs are followed in their specifications or deliverables.

The city will not reimburse any Consultants for any cost incurred related to this proposal; all costs are the sole responsibility of the Consultant.

MBE/WBE firm or individuals and DBE firms or individuals are highly encouraged to apply.

III. SCOPE OF WORK

This section is intended to provide the Consultant with the general requirements of the various design services for demolition work needed under this contract. It may not be exhaustive, and any tasks that are necessary to perform the work described will be required of the Consultant. The Consultant will be required to conduct pre-demolition assessments of each property, produce construction documents for bidding and for obtaining the necessary permits for the demolition, removal and disposal of all structures on the property and for the restoration of the site. The Consultant services under each assignment may include, but will not be limited to, the following tasks:

1. The Consultant shall inspect each property in the work assessment and conduct an assessment of each structure. The consultant shall prepare a brief report of the condition of the structure, including recommendation for demolition, or rehabilitation, if feasible. The report shall include sketches and site photos. Should the condition of the structure appear to constitute an unsafe condition for entry (imminent hazard), the Consultant will make such determination in consultation with the City of Trenton Building Subcode Official.
2. The City will use CDBG funds to demolish approximately 40 properties. 20 have been cleared by the State Historic Preservation Office (SHPO). Another approximately 20 properties will need to be identified and cleared by the SHPO before proceeding.
3. Asbestos Containing Materials Survey and Report (ACM) The Consultant shall conduct a building survey for Asbestos Containing Materials and Universal Wastes where applicable and necessary for the demolition of each structure. Consultant shall prepare the necessary individual reports based on survey/samples taken in accordance with all applicable regulatory requirements. If conditions are observed during the initial assessment that the condition of the building preclude adequate characterization of asbestos-containing materials or other hazardous materials, and the subsequent preparation of a hazardous materials mitigation plan, then the engineer, with the consent of the City, may forego the hazardous materials testing. The demolition bid specification should include and appropriate notification that all potential

RFP2023-29 DEMOLITION CONSULTANTS (PROFESSIONAL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROPOSAL OPENING DATE 10-20-2023 AT 11:00AM

hazardous materials should be assumed to be asbestos-containing and/or hazardous and removed, segregated and disposed of as hazardous material.

4. The Consultant shall prepare design and bid specifications documents for the demolition and site restoration construction work for each site. The documents will include, but not limited to: site plans/sketches, photos, plans for asbestos and universal waste abatement, utility disconnections, rodent control, soil erosion controls, safety, traffic control, drainage, UST removal, vegetation to be removed, demolition of building and site improvements, physical separation from adjoining structures (row homes, semi-detached) party wall repair and/or waterproofing, backfill, site restoration, fencing, sidewalk restoration, etc.
5. The Consultant shall prepare a written cost estimate for abatement, demolition and site restoration for each site included in the project scope of work. The cost estimate shall include the following estimated cost for each building/property.
6. Demolition contracts will be advertised for bid by the City based on the specifications provided by the Consultant. Demolition contracts will be awarded to the lowest responsible bidder. The Consultant will be required to attend any pre-bid meetings, respond to questions from bidders, review the bids received, including the apparent lowest responsible bidder, and provide a Recommendation of Award to the City.
7. Permits shall be filled out by the Consultant and shall include all required information and the name of the Awarded Contractor of record. The construction permit application will be submitted to the City Technical Division for review and approval.
8. The Consultant will be responsible to notify and obtain the written release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other connections. The approval to demolish any structure will not be given until such release is submitted and approved by consultant. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner.
9. The Consultant shall provide construction inspections and oversight of the work progress. This shall include, but not limited to: attend project progress meetings and prepare a report of the meeting (meeting minutes), prepare Site Visit/Field Observation Reports, review and approve the Contractor's monthly payment application, ensure applicable labor compliance, review any Requests for Information (RFI) submitted by the Contractor, review any Contractor change order requests and provide recommendations to the City, review the work performed by the Contractor to confirm the work is completed in accordance with the Contract documents, review of shop drawing and as-built submittals (if required), and photo documentation as may be required.
10. At the completion of demolition, Consultant shall provide two (2) hard copies (bound) and one electronic copy containing the following documents:
 - Final Site Plan
 - Copies of Waste Manifests, bills of lading, or other applicable disposable documentation
 - Recycling Plan (if required)
 - Copies of Test Reports
 - Pre-Demolition and Post-Demolition Photographs
 - Documentation regarding the source and quantity of imported clean fill
 - Copies of Inspection Reports
 - Copies of Permits and Certificate of Acceptance

The following will be required and specified by the Consultant to the Awarded Contractor (who will perform the physical demolition work) in accordance with the Consultant's bid documents and specifications prepared for the demolition of structures on designated property or properties:

1. The Awarded Contractor shall be responsible for providing pre-demolition notice to adjoining property owners and providing proof of such notice to the Consultant and City as a prior approval with the permit package. A mandatory pre-construction meeting may be required by the City prior to beginning the demolition work.
2. The Awarded Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences for erosion control.
3. The Awarded Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the Consultant and City.
4. The Awarded Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste generated from the work, including but not limited to asbestos, universal wastes, household chemicals, consumer packaged pesticides, oils, paints, or other related items found on the project site.
5. The Awarded Contractor shall be responsible for the proper closure of any above or below ground storage tanks, in accordance with applicable NDDEP regulations.
6. The Awarded Contractor shall be responsible for making any required utility disconnections and proper cutting and capping of utilities, in accordance with specifications and utility requirements.
7. The Awarded Contractor shall be responsible to protect any adjoining structures that are to remain, i.e. row and semi-detached homes. These structures may require demolition by hand and preclude the use of machinery for demolition. Additionally, stabilization of party walls, roofs, gutters, porches and other site-specific repair to the adjacent structures may be necessary as part of the work.
8. After removing any and all site improvements i.e., dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Awarded Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e. gravel or grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient quantity of clean soil, so as to permit complete filling of all voids and proper compaction. The Awarded Contractor shall limit excavation to within two feet (2') of the foundation perimeter and will not excavate more than six inches (6") below the depth of the foundation to minimize soil disturbance. With respect to the removal of slabs, driveways, and sidewalks, the Awarded Contractor shall limit excavation to within two feet (2') of the slab/driveway/sidewalk perimeter and will not excavate more than six inches (6") below the depth of the asphalt/concrete to minimize soil disturbance. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Awarded Contractor. Proper documentation from the disposal facility shall be submitted.
9. The Awarded Contractor shall import an adequate quantity of certified clean fill and topsoil, sufficient to fill in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block,

wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the Consultant. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading. Filling and backfilling shall consist of depositing, spreading, and compacting of approved materials. The minimum density to be obtained in the earth backfill and soil aggregate base course shall be 95% of "maximum density" as defined in ASTM D-1557, Moisture Density Relations of Soil (Standard Proctor Compaction Test), Method. A certificate shall be provided by the Awarded Contractor from an approved testing agency approved by the Consultant that the fill material meets this specification.

10. For those projects to be funded with the federal CDBG funds, all requirements of 2 CFR Part 200 shall be incorporated into the specifications except that demolition is not subject to Davis Bacon wage rates.

IV. SUBMITTING A PROPOSAL

An RFP may be rejected if it is incomplete. The City of Trenton may reject any or all proposals and may waive any immaterial deviation in a proposal. The response to the RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the needs specified in this proposal. To expedite the review process, please organize the submittal in the same sequence of the major heading listed below with the submission being concise.

COVER LETTER

Provide a cover letter which summarizes the firm's understanding of the project based upon the Scope of Work, experience, and qualifications of the project team. The cover letter shall be signed by a person with the official authority to bind the firm. The cover letter shall include the name, address, telephone number, title, and signature of the firm's contact person for this proposal.

ORGANIZATION CHART/STAFFING PLAN

The Consultant shall furnish information on the management and technical staff who will be directly engaged in the activities under this contract. A chart which delineates the Consultant's project organization, including the program and project manager(s) and the other professional and technical personnel, and describes the roles of the various personnel, should be included in the technical proposal. No personnel substitutions are permitted without the consent of the City.

The Consultant must demonstrate its capability to support its existing obligations while undertaking the work in this contract.

The Consultant shall identify key personnel and project managers, including those of any Sub-consultants, who will be assigned to work under this contract, and their respective roles. The number and disciplines of the staff that will be available to accomplish the various tasks within the contract assignments shall be included. The Consultant shall include a "Project Key Personnel List." The Consultant shall indicate generally the respective percentages of time that each key individual will be dedicated to performing each phase of work on a typical residential demolition assignment based on a 40-hour workweek.

EXPERIENCE ON PROJECTS OF A SIMILAR SIZE AND NATURE

The Consultant shall demonstrate through examples of past projects its experience in completing projects involving the demolition services required under this contract. The example shall cover all aspects of these tasks, including but not limited to: preliminary surveys and site investigations; project scoping documents; preparation of designs and bid specifications; proper removal of hazardous materials; site remediation and restoration; and other tasks outlined in Sections III of this RFP. Also, personnel presented in the proposed organization chart/staffing plan should be identified with the project history examples in their resumes,

which should be included. The Consultant shall also specify past working experience with State and/or Federal government. The Consultant shall limit past project descriptions to a maximum of five (5) past projects which best reflect the tasks to be required on this contract and are similar in scope to the work described in this RFP.

PROJECT APPROACH TO SERVICES ON A TYPICAL PROJECT ASSIGNMENT

The Consultant shall describe its approach to providing services for typical demolition assignments, including the following:

- A. The Consultant's procedures in completing typical demolition assignments, including approaches used on similar contract assignments, etc.
- B. Identification of the individuals/Subconsultants on the Consultant's team who will be responsible for the various tasks associated with the demolition assignments, including those who will oversee the work, who serve as the liaison with the State, and provide procedures for selecting and managing subconsultants, etc.
- C. The Consultant's contingency plans for dealing with problems and correcting errors that occur.
- D. The Consultant's policies and procedures for maintaining quality control and conducting inspections and oversight of the work.
- E. The Consultant's understanding and knowledge of The City of Trenton and municipal procedures and processes. Also, the Consultant's knowledge and familiarity state and federal regulations and rules, ie NJDEP, OSHA, and HUD requirements.

V. FEE SCHEDULE

The Consultant shall submit a completed "Term Contract Rate Schedule by Personnel Level" on the form provided in this RFP. The form shall provide all-inclusive, fully "loaded" rates for the various Personnel Levels that may be required during the term of the contract. These loaded rates must include all costs required for each Personnel Level including all anticipated costs for travel, overhead, administrative costs, insurance, reproduction and printing, mail and messenger services, office equipment and phone costs, meals and lodging, professional fees and profit.

Loaded rates must be submitted for all Personnel Levels from 1 through 7, for the entire contract period. The rates must be typed or written in ink. **PLEASE DO NOT LEAVE ANY BLANKS, AS THIS WILL RESULT IN YOUR PROPOSAL BEING CONSIDERED NONRESPONSIVE AND REJECTED BY THE CITY.**

Attached to the "Term Contract Rate Schedule by Personnel Level" form is a guide that describes the seven personnel Levels for which hourly rates are to be submitted. This guide, "Personnel Levels with Examples" note some specific job duties, qualifications and experience levels that apply to the various Personnel Levels. These Personnel Levels are considered typical professional and technical levels required to accomplish the work specified in the Scope of Work and are to be used for establishing a rate schedule.

All seven Personnel Levels must be filled in for each term contract period. Failure to submit a complete rate schedule for each contract period will result in the proposal being deemed non-responsive and rejected.

Following the completion of rate schedules for the contract period, the Consultant shall enter the "average rate" for each contract period at the bottom of the form (under "Level 1" rates). These average rates shall be derived by calculating the mathematical average of the rates for all seven Personnel Levels, for the contract period. These average rates are used by the City as a comparative tool to evaluate the respective rates for each Consultant.

All personnel listed at or above "Level 4" shall be designated as key personnel and considered a contractual commitment by the Consultant. After contract award, any change in key personnel will require written approval from the City.

The "Term Contract Rate Schedule by Personnel Level" form must be signed in by an authorized person and submitted with the bid proposal. Typed, stamped or penciled signatures are not acceptable. For a proposal by a joint venture, the rate schedule sheet must be signed by an officer of each joint venture. Unsigned "Term Contract Rate Schedule by Personnel Level" forms will be deemed nonresponsive and rejected by the City.

Reimbursement items shall be included in the fee schedule and no additional compensation will be allowed.

VI. TERM OF CONTRACT

This contract will be awarded for a two (2) year period pending funding availability. All work shall be invoiced monthly and shall be broken down in accordance with the rate schedule and property for which work is performed.

VII. PROPOSED DUE DATE

Sealed Proposals must be submitted to the Purchasing Agent, Ms. Isabel Garcia, QPA, City of Trenton, City Hall, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey 08608 on or before **October 20, 2023, AT 11:00AM**. The City of Trenton will not assume responsibility for any proposals received after the due date and time. Any proposal received after the prescribed due date and time will not be accepted.

VIII. SUBMISSION REQUIREMENTS

- Consultants responding to this Request for Proposal shall submit one (1) original and four (4) additional copies of the full proposal package to the City's Purchasing Agent as described in Proposed Due Date section. Each proposal shall be prepared simply and economically.
- **A statement of conflicts of interest** (if any) the proposing entity or key employee may have regarding these services, and a plan for mitigating the conflict(s). Please note that City may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date.
- **Certification Regarding Lobbying**, Federal Form SF-LLL enclosed. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Required Federal Contract Provisions.** Applicable provisions must be included in all contracts executed as a result of this RFP.

IX. CITY OF TRENTON RESPONSIBILITIES

The City will identify properties to be included in the project and will facilitate and expedite any actions needed by public officials and approvals. City will be responsible for all grant funding submittals and reimbursement requests.

X. QUESTIONS AND ANSWERS

Proposers must notify the City of Trenton of any ambiguity, inconsistency or error they may find. All questions about the RFP **must** be submitted in writing to Isabel Garcia, QPA, Purchasing Agent by email to igarcia@trentonnj.org

Any changes or corrections to the original RFP or any other information that will affect the completion of the award will be disseminated in the form of an addendum posted on the City's website at <https://nj-trenton.civicplus.com/list.aspx>. Prospective proposers shall visit the City of Trenton's website for any addenda/ notices issued prior to the request for proposal opening date and time at <https://nj-trenton.civicplus.com/list.aspx>

XI. ORAL PRESENTATION AND/OR WRITTEN CLARIFICATION

If the city deems necessary, 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 City. This will provide an opportunity for the candidate to clarify or elaborate on the proposal but will in no way change the proposal. The Department of Recreation, Natural Resources, and Culture will schedule the time and location of these presentations if they are required.

XII. EVALUATION PROCESS

Proposals will be evaluated by an Evaluation Committee convened by the Director of the Department of Recreation, Natural Resources, and Culture. An award shall be made with reasonable promptness by written notice to the responsible Consultant(s) whose proposals, confirming to the project solicitation, will be most advantageous to the City, price, and other factors considered. Any or all proposals may be rejected when the Director determines that it is in the public interest so to do.

The proposals of those Consultants who have been determined to be responsive and responsible will be ranked according to the technical quality of their proposal and acceptability of proposed hourly rates. The qualitative factors to be used in this evaluation are as follows:

1. The relative strengths of the Consultant's and sub-consultant's proposed project personnel and its qualifications and experience on projects/contracts of a similar size and nature **(25 points)**.
2. The relative strengths of the Consultant's proposed project organizational plan and personnel/staffing capability including sub-consultants included in their proposal **(25 points)**.
3. WBE/MBE Women Business Enterprise, Minority Business Enterprise and Disadvantage Business Enterprise individuals or firms. **(5 points)**
4. The Consultant's proposed approach to completing all required activities and tasks on project assignments as described in section III and to successfully complete multiple and concurrent demolition assignments **(20 points)**.
5. The value and competitiveness of the Consultant's proposed hourly rates per the "Term Contract Rate Schedule by Personnel Level," both for the seven levels of personnel type/disciplines listed, and for the average rates derived from those disciplines **(25 points)**.

The City will award term contracts to the most responsive, responsible consultants whose proposals are determined to be the most advantageous value to the City, price and other factors considered. Consultants are advised that a contract will not necessarily be issued strictly to the lowest priced, responsive, responsible Consultant who has met the minimum established requirements. The final ranking of the firms by the Committee will determine the rotational order of the awarded contracts. The top-ranked firm will be ranked first and will be the first assigned Work Orders under the contract, followed in order, second, third and so on, in accordance with each firm's score and rank.

XIII. AWARD OF CONTRACT

The City of Trenton intends to award three to five term contracts for the services described in this Request for Proposals, subject to approval of the City of Trenton City Council. The Respondent to whom the award is made will be required to enter into a written contract with the City. A copy of the vendor's proposal and the contract specifications will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein.

The award of this Term Contract establishes that the contracted Consultant firms have represented that they can provide personnel with the necessary experience, qualifications, and capabilities to provide demolition and site remediation services to the Department on multiple project assignments. The award also indicates that the Consultant's proposed professional and technical rates are accepted for the period(s) of the term contract.

The site-specific work engaged under this RFP may involve one Work Order of one or more scope of work tasks, or if necessary to develop the project it may involve multiple Work Orders, with each subsequent Work Order dependent on the results and findings of the previous Work Orders. No work shall commence until the Consultant is issued an approved Work Order for the required tasks.

ORDER OF ASSIGNMENT AND PERFORMANCE

The City will present each demolition assignment to one of the contracted consultants on a rotating basis in order of technical ranking as described in Section XII. If the City determines that, because of a conflict of interest, its inability to satisfactorily perform the services, or if the services required are related to a previously approved Work Order and a term contract consultant is unable to undertake an assignment under this contract, the work will be re-assigned to the consultant that is next in the rotational order.

If the Consultant is engaged with five (5) simultaneous site-specific work order assignments under this contract, the Consultant may refuse any more work order assignments until the project workload decreases to under five simultaneous work order assignments. Upon the Consultant's refusal, the City has the option to engage the Consultant that is next in the rotational order.

If the Consultant's performance during the course of an engagement is not satisfactory, the City will notify the Consultant's Project Manager of the issues requiring immediate resolution. Failure to correct problems in a reasonable time will result in the City taking further action with the Consultant which may end in termination of the contract and awarding of future engagements to the next ranked Consultant.

If required by the federal funding source (CDBG grant, etc.), the City may impose liquidated damages on the Consultant in the event its performance is not timely, and the City is harmed, and the project delayed. On a typical demolition project (10-12 properties), there is a 90-day requirement for certain federal grants for completion of the demolition work for the City to receive reimbursement for the City funds expended. It is anticipated that the demolition design and permit approvals on a typical demolition project should be completed in approximately 30 days and bidding and construction should be completed in 45 days.

Consequently, under the term of this contract liquidated damages may be levied against the Consultant for failure to deliver the demolition design and permit approvals for each property within 30 days of issuance of the notice to proceed, in the amount of \$5 per business day per property not delivered, up to a maximum of \$5,000 in total liquidated damages. The City shall have the sole discretion to allow a grace period or toll the time periods for the failure of the Consultant to meet designated completion schedules and completion dates. The City may assess liquidated damages and deduct liquidated damages, if any, from any payment to be made to the Consultant. These liquidated damages shall take precedence over any conflicting provisions in the General Conditions to the Demolition Consultant Term Contract.

If the demolition project exceeds the typical amount of properties (10-12 properties), liquidated damage amounts may be determined at the time of the Work Order assignment and included in the specific Work Order scope of work.

ASSIGNING AND EXECUTING SPECIFIC WORK ORDERS

Specific project data will be provided to the Consultant for each Work Order, including:

- Project Number/Title/Location
- Scope of Work – General information regarding the scope of the assignment will be provided to the Consultant at the time a Work Order is solicited. This may include information regarding existing site data, assignment specifications, proposed schedule or completion dates and any specific services required.

Delivery or performance of services by the Consultant shall be made only as authorized by Work orders issued in accordance with this contract. There is no limit on the total number of Work Orders that may be issued to one Consultant under this contract. The City may issue a Work Order requiring the performance of services involving multiple properties. The City may elect to award a single Work Order assignment, or to award multiple Work Order assignments for the services required.

Any Work Order issued during the term of this contract and not completed within that period shall continue and be completed by the Consultant within the time specified in the Work Order. This contract shall govern the Consultant's and City's rights and obligations with respect to that Work Order to the same extent as if the order were completed during the contract's effective period.

Each Work Order shall include all of the services to meet the obligations of the task(s) requiring delivery or performance. The Work Order may be supplemented by a proposal that includes the team organization, staffing, sub-consultants included, approach to the project tasks, experience of the firm/team, and other necessary information. All Work Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Work Order and this contract, the contract shall control. A Work Order is considered "issued" when the City emails or faxes the approved Work Order to the firm along with a Notice to Proceed for the specific Work Order assignment.

The City reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

Work orders may be considered by the City for all services under this contract, provided that they are in accordance with the terms and conditions of this contract. Each Work Order should reference the following:

- A. Contract Number
- B. Work Order Number
- C. Date of Order
- D. Place or Location of Services
- E. Scope of work/services to be provided
- F. Start and Completion Dates – Each Work Order shall specify the start and completion date of the work or services. The starting date shall not be less than three (3) calendar days after the issuance of an approved Work Order and Notice to Proceed for the work. It is anticipated that demolition design work will be required to be initiated and completed within approximately 30 days from the issuance of the Notice to Proceed. Bidding and construction will follow within 45 days in most cases.
- G. The applicable hourly rates in effect at the time of request for a proposal, for the personnel, services and any other cost items included in the Work Order. The hourly rates must correspond

with those submitted by the consultant in the "Term Contract Rate Schedule by Personnel Level." Each Work Order must total the hourly rates and any required subconsultant/subcontractor costs and be issued for a lump sum or not-to exceed amount.

- H. Written Work Order – A City Work Order form will be provided for use by the Consultant in providing a proposal for services and costs for each assignment
- I. Approvals – Following submission of the Work Order by the Consultant, the Work Order must be approved by the Director of The Department of Recreation, Natural Resources, and Culture (or his designee).
- J. No work shall be performed under this contract until an approved Work Order and Notice to Proceed have been issued to the Consultant. This Notice to Proceed will only be issued following approval of the Work Order by the City and receipt of funding for the assignment. For the purpose of this contract, a Work Order shall be deemed to be "issued" at the time the City authorizes the Notice to Proceed and emails or faxes it to the consultant.

XIV. REQUIRED REVIEW

General Provisions for Federally Funded Projects

Consulting services will be paid using federal Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton, Department of Recreation, Natural Resources, and Culture. The Consultant must be knowledgeable and familiar with CDBG requirements, including other provisions required by the Federal agency or Non-Federal entity. All contracts must contain 2 CFR Part 200 Appendix II Contract Provisions.

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including, but not limited to, the following:

Contract Termination/Debarment

A breach of the contract clause in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12. The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/City, or withdrawal of the expenditure authority.

It is mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this RFP.

Assignment

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful Respondent either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility.

Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Equal Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. 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 equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, 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 City setting forth the provisions of this nondiscrimination clause.
3. 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 their race, color, religion, sex, or national origin.
4. 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 by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the 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 such 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 in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Respondents or prospective Contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth any efforts made to obtain such information.*
11. The Secretary of Labor may direct that any Respondent or prospective Contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the Respondent or prospective Contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement 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.

Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The City shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements 2 CFR Part 200

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Disadvantaged/Minority/Women Business Enterprise Implementation Guidelines:

The following information, as applicable, shall be retained by Contractor and produced upon request by the city if determined to be necessary to establish the Respondent's "good faith efforts" to meet the Disadvantaged/Minority/Women business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the Respondent.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the Respondent requested sub-bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the

work normally performed by the Respondent with his own forces, the Respondent will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the Respondent's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the Respondent's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the Respondent has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.

Requirements and Regulations Pertaining To Data And Design:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

Requirements and Regulations Pertaining To Reporting:

All work will be in conformance with City of Trenton CDBG rules and regulations as applicable.

Energy Policy And Conservation Act (Pub. L. 94-163, 89 Stat. 871):

As applicable.

Audit, Retention and Inspection of Records

The Contractor agrees that the City of Trenton or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the City or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a major under investigation for the purpose of determining compliance.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the CONTRACTOR shall release and deliver to the City all original records and related documentation.

CERTIFICATE OF INSURANCE

A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

THE CITY OF TRENTON, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS an ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, the Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurance required above.

C. Contractor shall have no right of recovery or subrogation against the City of Trenton (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected

shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. The City of Trenton shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify the City of Trenton's, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. the City of Trenton, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, the Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Contractor agrees to protect, defend, indemnify and hold the City of Trenton, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

REQUIREMENTS OF 2 CFR PART 200

The requirements specified in Appendix II as identified below will be part of any contract awarded as a result of this procurement process and must be included in any contract documents prepared by the successful engineering firm for the demolition work hereunder.

SYSTEM FOR AWARD MANAGEMENT

Contractor/Firm, and its principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov).

Include with your submission, a printout of the search results that includes the record date.

CITY OF TRENTON

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-

APPENDIX II TO 2 CFR PART 200

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance"), and the State of New Jersey. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
Construction Contracts Only >\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment	41 CFR §60- 1.4(b) and 2 CFR 200

<p>including administration & engineering contracts associated with construction contracts</p>	<p>Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p>	<p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action 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.</p> <p>(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, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or</p>
--	--	--

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to 41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C) individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

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

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

(7) 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 canceled, 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity

clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

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, 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, contractors must be 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 must be 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-

Construction
Contracts Only
>\$2,000

2 CFR 200
APPENDIX II
(D)

	Federal entity must report all suspected or reported violations to the Federal awarding agency. (NOTE: Not applicable to Demolition unless a covered use for the site is known at the time of demolition)	
>\$100,000 that involve the employment of mechanics or laborers	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>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.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
None	<p>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</p>	2 CFR 200 APPENDIX II

	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.	(H)
>\$100,000	<p>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.</p>	<p>2 CFR 200 APPENDIX II (I)</p> <p>and</p> <p>24 CFR §570.303</p>
purchase price/value of item >\$10,000	<p>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 requirements of Section 6002 include procuring only items 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.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
None	<p>Retention of records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final</p>	<p>2 CFR 200.333</p>

	<p>action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Access to records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits,</p>	2 CFR 200.336

	<p>examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.</p>	
	<p>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321
None	<p>The contract award is contingent upon the receipt of CDBG funds. If no such funds are awarded, the contract shall terminate.</p>	Optional
Option Contract Language for contracts awarded prior to Grant Award	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):	24 CFR
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):	24 CFR

	<p>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 (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.</p> <p>B. The parties to this 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.</p> <p>C. The contractor agrees to 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 labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	§135.38
--	--	---------

	<p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) 24 CFR §135.38 preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>
--	---

City of Trenton
Department of Recreation, natural Resources, and Culture
Demolition Consultant
Term Contract Rate Schedule by Personnel Level

NAME OF
FIRM: _____

INSTRUCTIONS

Provide a **LOADED** hourly rate (\$ per hour; no cents please) below for all **Personnel** included in each of the **Levels** listed. Please refer to the instructions for a description of each of the personnel types by level. Included this form with your proposal. Your proposal may be considered unresponsive if you leave blanks.

PERSONNEL TYPE/DISCIPLINE	TERM CONTRACT HOURLY RATES PER CONTRACT PERIOD
LEVEL 7	\$
LEVEL 6	\$
LEVEL 5	\$
LEVEL 4	\$
LEVEL 3	\$
LEVEL 2	\$
LEVEL 1	\$
AVERAGE RATE (ALL LEVELS) Please calculate for Levels 7 -1	\$

Authorized Signature: _____

Title: _____

Section 2 – Term Contract Rate Schedule by Personnel Level

City of Trenton
Department of Recreation, natural Resources, and Culture
Demolition Consultant
Term Contract Rate Schedule by Personnel Level

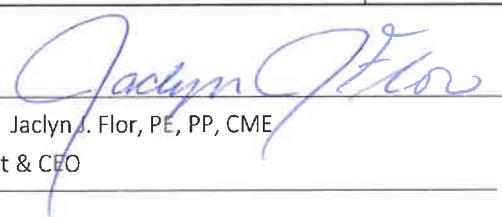
NAME OF FIRM: ENGenuity Infrastructure

INSTRUCTIONS

Provide a **LOADED** hourly rate (\$ per hour; no cents please) below for all **Personnel** included in each of the **Levels** listed. Please refer to the instructions for a description of each of the personnel types by level. Included this form with your proposal. Your proposal may be considered unresponsive if you leave blanks.

PERSONNEL TYPE/DISCIPLINE	TERM CONTRACT HOURLY RATES PER CONTRACT PERIOD
LEVEL 7	\$ 225
LEVEL 6	\$ 155
LEVEL 5	\$ 145
LEVEL 4	\$ 125
LEVEL 3	\$ 115
LEVEL 2	\$ 60
LEVEL 1	\$ 30
AVERAGE RATE (ALL LEVELS) Please calculate for Levels 7 -1	\$ 122.14

Authorized Signature:



Jaclyn J. Flor, PE, PP, CME

Title: President & CEO

PERSONNEL LEVELS with EXAMPLES

LEVEL 7

Title:**Principal, partner or officer of the firm****Duties:**

Overall responsibility for the legal, technical and financial obligation of the firm.

Qualifications:

Current License in applicable discipline, if required by law.

Experience:

N/A

LEVEL 6**Title:****Project Executive;****Duties:**

Under direct leadership of principal, controls project scheduling and management.

Qualifications:

Current license in applicable discipline, if required by law.

Experience:

N/A

LEVEL 5**Title:****Project Manager; Discipline Manager;****Duties:**

Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.

Qualifications:

BA, BS degree or equivalent experience; Current license in applicable discipline, if required by law.

Experience:

Minimum 7 years.

LEVEL 4**Title:****Senior Engineer; Senior Designer;****Duties:**

Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.

Qualifications:

BA, BS degree or equivalent experience; Current license in applicable discipline, if required by law.

Experience:

Minimum 5 years

LEVEL 3**Title:****Discipline Engineer; Designer;****Duties:**

Under supervision performs basic engineering tasks, analysis or elements of project scope; Takes designed systems and layout data and sketches and translates into usable construction documents.

Qualifications:

BA, BS degree or equivalent experience; including appropriate licenses and certifications if required.

Experience:

Minimum 3 years

LEVEL 2**Title:****Senior Technical Support; Senior CADD Operator/Draftsperson;****Duties:**

Oversees of the preparation of site maps, takes simple systems and layout data and sketches and translates into usable information; Performs drafting as required for construction documents.

Qualifications:

High School Graduate, Technical School, or equivalent, with courses in discipline.

Experience:

Minimum 3 years direct work experience within discipline.

LEVEL 1**Title:****Computer or CADD Draftsperson; Technician; Office Assistant**

Duties: Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing, drafting and other technical tasks; performs various office functions.

Qualifications: High School Graduate, Technical School or equivalent with courses in discipline.

Experience: N/A