

RESOLUTION No. 22-234

Date of Adoption JUN 2 2022

Approved as to form and legality
WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Factual content certified by
WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Councilman /woman Kathy McBride 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 ROBERTS ENGINEERING GROUP, LLC, FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF VARIOUS STREETS FOR A PERIOD OF ONE (1) YEAR MAY 20, 2022 TO MAY 19, 2023 IN AN AMOUNT NOT TO EXCEED \$146,000.00- RFP2022-11

WHEREAS, the City of Trenton, has a need for Engineering Services for the reconstruction of various streets under the (CDBG) road reconstruction project for a period of one (1) year for the City of Trenton, Department of Public Works, Division of Engineering; and

WHEREAS, the city's FY'22 CDBG road construction program consists of roadway improvements which includes resurfacing and /or reconstruction and elimination of roadway ponding, curb and sidewalk improvement as well as ADA improvements where necessary; and

WHEREAS, a request for proposal was advertised, and three (3) sealed proposals were received on April 19, 2022 in the Division of Purchasing, the proposals were reviewed and scored and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Roberts Engineering Group, LLC, 1670 Whitehorse-Hamilton Square Road, Hamilton, NJ 08690 was deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds in an amount not to exceed \$146,000.00 have been certified to be available in the following trust account number: T-19-22-26-2500-290. This contract shall be awarded from May 20, 2022 to May 19, 2023.

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

1. The mayor is hereby authorized to enter into a contract with Roberts Engineering Group, LLC, 1670 Whitehorse-Hamilton Square Road, Hamilton, NJ 08690 in an amount not to exceed \$146,000.00 for reconstruction of various streets (CDBG) road reconstruction project from May 20, 2022 to May 19, 2023 the City of Trenton, Department of Public Works, Division of Engineering.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contract 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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
CALDWELL	✓				RODRIGUEZ	✓				MCBRIDE		✓		
WILSON					VAUGHN		✓							
HARRISON	✓				WILKINS	✓								
MUSCHAL	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on **JAN 02 2022**

Kathy McBride
President of Council

Andrew P. Edwards-Carter
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2022-11

RESOLUTION 22-234

ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR FY' 2022 ROADWAY IMPROVEMENTS PROJECT CONSISTING OF RECONSTRUCTION AND RESURFACING OF VARIOUS STREETS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR A PERIOD OF ONE (1) YEAR FROM MAY 20, 2022 TO MAY 19, 2023 AWARDED TO ROBERTS ENGINEERING GROUP, LLC

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

THIS PROFESSIONAL SERVICES CONTRACT ("Contract"), made this 3RD day of JUNE 2022 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 ("CONTRACTOR").

WHEREAS, the City has a need for ENGINEERING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR FY' 2022 ROADWAY IMPROVEMENTS PROJECT CONSISTING OF RECONSTRUCTION AND RESURFACING OF VARIOUS STREETS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) for the City of Trenton, Department of Public Works, Division of Engineering.

WHEREAS, the City agrees to retain ROBERTS ENGINEERING GROUP, LLC, 1670 WHITEHORSE-HAMILTON SQUARE ROAD, HAMILTON, NEW JERSEY 08690 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 **MAY 20, 2022** to **MAY 19, 2023**.**
- 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 **\$146,000.00**, 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. 22-234** 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 #22-234 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. 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

Carol Roberts

ROBERTS ENGINEERING GROUP, LLC,

1670 WHITEHORSE-HAMILTON SQUARE ROAD

HAMILTON, NEW JERSEY 08690

7/7/22

DATE

Seal: _____

Attest: _____

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

ATTEST:

CITY OF TRENTON

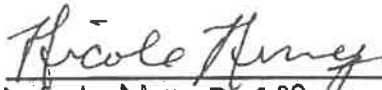



MUNICIPAL CLERK



W. REED GUSCIORA, ESQ.

MAYOR



Nicole Nunez, Office Manager
DATE 7/7/22

Carmela Roberts, P.E., C.M.E., President
DATE 7/7/22