

# RESOLUTION

No. 13-654

Adoption Date of **DEC 05 2013**

Approved as to Form and Legality

Factual content certified by

*[Signature]*  
City Attorney

*[Signature]*  
Title: LUIS MOLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman /woman *[Signature]* presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO AGRA ENVIRONMENTAL & LABORATORY SERVICES, 90 1/2 WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811 FOR THE 2014 LABORATORY AND QUALITY CONSULTING SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS DIVISION OF TRENTON WATER WORKS, BEGINNING DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014 IN THE AMOUNT NOT TO EXCEED \$106,080.00 - RFP2013-36**

**WHEREAS**, the City has a need for Laboratory and Water Quality Consulting Services; and

**WHEREAS**, a request for proposal was advertised, and one (1) proposal was received on September 13, 2013 and was evaluated by a committee based on criteria that included experience, references, understanding of requirements and cost; and

**WHEREAS**, the proposal of Agra Environmental and Laboratory Services was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal for a period one year in the amount not to exceed \$106,080.00; and

**WHEREAS**, funds in an amount not to exceed \$106,080.00, have been certified to be available in the following account number 4-05- -55-5500-899 contingent upon the adoption of the FY 2014 temporary or final budget beginning December 1, 2013 through November 30, 2014; and

**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 Agra Environmental & Laboratory Services, 90 1/2 West Blackwell St., Dover, NJ 07801-3811 for the 2014 Laboratory and Water Quality Consulting Services.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
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
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on **DEC 05 2013**  
*[Signature]* President of Council  
*[Signature]* City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP # 2013-36**

**RESOLUTION #13-654**

**THIS CONTRACT**, made this **4<sup>th</sup> day of December 2013** by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **AGRA ENVIRONMENTAL & LABORATORY SERVICES ("CONTRACTOR")**.

**WHEREAS**, the City has need for Laboratory and Quality Consulting Services for the **2014 Laboratory and Quality Consulting Services** for the City of Trenton, Department of Public Works, Division of Trenton Water Works.

**WHEREAS**, Contractor agrees to perform **Laboratory and Quality Consulting Services** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain Agra Environmental & Laboratory Services, 90 ½ West Blackwell Street, Dover, NJ 07801-3811 at the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Trenton Water Works.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
  - Audit laboratory and ensure compliance with all applicable regulations. Shall include a review of NJDEP, USEPA, and USDOL-OSHA, DOHSS, regulations and updates.
  - Formulate and implement procedures as necessary in coordination with the TWW management staff and applicable authorities.
  - If deficiencies are found, assist in compliance efforts, including, but not limited to formulating, implementing and creating necessary documentation, scheduling.
  - Review compliance requirements at regular intervals during the length of the contracts regarding all applicable regulations, State and Federal.

amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Public Works, Trenton Water Works. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.

5. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
6. **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.
7. **INTEGRATION:** RFP2013-36 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.
8. **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.
9. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
10. **MISCELLANEOUS PROVISIONS:**

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,

statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

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).

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