

25-223

iver No. TP25C-52 (If Applicable)

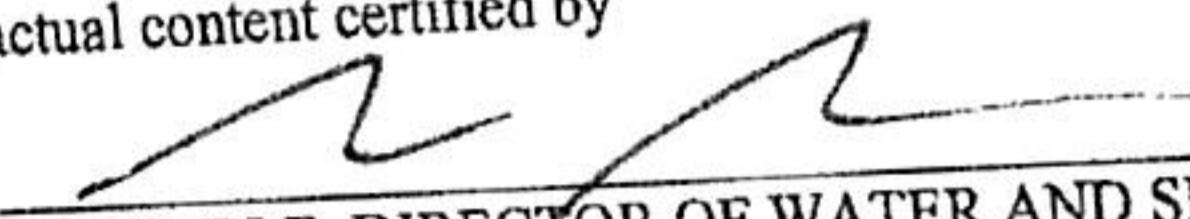
# RESOLUTION

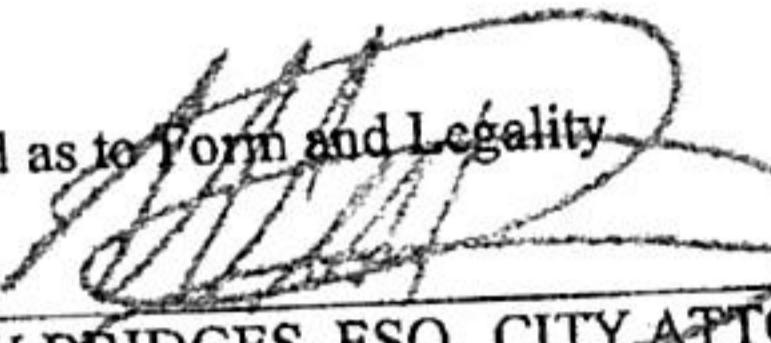
No. \_\_\_\_\_

JUN 03 2025

Date of Adoption \_\_\_\_\_

Factual content certified by

  
SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Approved as to Form and Legality  
  
WESLEY BRIDGES, ESQ. CITY ATTORNEY

Councilman/woman \_\_\_\_\_

presents the following Resolution:

SPONSORED BY: \_\_\_\_\_

**RESOLUTION AWARDING A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL  
THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET  
SEQ TO SUBURBAN CONSULTING ENGINEERS FOR ENGINEERING SERVICES  
PROGRAM AND CONSTRUCTION MANAGEMENT FOR PHASE 5 LEAD SERVICE LINE  
REPLACEMENT (LSLR) FOR TRENTON WATER WORKS FOR A PERIOD OF TWO (2)  
YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$2,997,335.00**

– CC2025-06

**WHEREAS**, the City of Trenton, Department of Water and Sewer, Trenton Water Works, has a need for Engineering Services Program and Construction Management for Phase 5 Lead Service Line Replacement (LSLR) for a period of two (2) years; and

**WHEREAS**, a request for competitive contracting request for proposal was advertised in accordance with N.J.S.A. 19:44A-20.4 et seq, and two (2) proposals were received on May 9, 2025 at 11:00am in the Division of Purchasing; by the Purchasing Agent and was evaluated by the evaluation committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Suburban Consulting Engineers, 96 US Highway 206, Suite 101, Flanders, NJ 07836, 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 \$2,997,335.00 are available in account number: C-06-25-55-006A-300. This contract shall be awarded from date of award for two (2) years; and

**NOW THEREFORE IT IS RESOLVED**, by the City Council of Trenton that the Mayor is hereby authorized to execute a contract with Suburban Consulting Engineers, 96 US Highway 206, Suite 101, Flanders, NJ 07836 in an amount not to exceed \$2,997,335.00 for Engineering Services Program and Construction Management for Phase 5 Lead Service Line Replacement (LSLR) for a period of two (2) years, for the City of Trenton, Department of Water and Sewer, Trenton Water Works for the said purposes in the manner prescribed by law;

1. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
2. 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: <i>Feliciano</i>						SECOND: <i>Frisby</i>								
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FIGUEROA KETTENBURG	✓				HARRISON				✓					
FELICIANO	✓				WILLIAMS	✓								

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

**JUN 03 2025**

*Jayme H. Gonzales*  
President of Council

*B. J. G.*  
City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2025-06**  
**RESOLUTION NO.#25-223**  
**FOR DEPARTMENT OF WATER AND SEWER; FOR THE DEPARTMENT OF WATER AND SEWER**  
**AWARDED TO SUBURBAN CONSULTING ENGINEERS**

**THIS CONTRACT**, made this 4<sup>TH</sup> day of **JUNE 2025** 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 **SUBURBAN CONSULTING ENGINEERS, 96 US HIGHWAY 206, SUITE 101, FLANDERS, NJ 07836** ("CONTRACTOR")

**WHEREAS**, the City has a need to provide **Engineering Services Program and Construction Management for Phase 5 Lead Service Line Replacement (LSLR)** for the City of Trenton, Department of Water and Sewer.

**WHEREAS**, Contractor agrees to provide **Engineering Services Program and Construction Management for Phase 5 Lead Service Line Replacement (LSLR)** for the Department of Water and Sewer in the 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 **Suburban Consulting Engineers, 96 US Highway 206, Suite 101, Flanders, NJ 07836** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water and Sewer.

**2. SCOPE OF SERVICES**

**SEE NOTICE OF REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS – CC2025-06**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of two (2) years from **JUNE 4, 2025, TO JUNE 3, 2027**, in an amount not to exceed of \$2,997,335.00.

**4. 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.

**5. 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.

**6. INTEGRATION:** **Resolution #24-223** 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 Administration.

**7. 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.

**8. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

**9. 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. The 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,
- f. Contractor will 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.

- g. 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. The contractor will conform to these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. 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. The 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).
- i. 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



**SUBURBAN CONSULTING ENGINEERS**  
**96 US HIGHWAY 206, SUITE 101**  
**FLANDERS, NJ 07836**

Reyna M. Burger - President

8/15/2025  
DATE

Seal: \_\_\_\_\_

Attest: Leann E. Fetcho  
Leann E. Fetcho - Assistant Corporate Secretary

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

ATTEST:

Brandon L. Garcia  
BRANDON L. GARCIA  
MUNICIPAL CLERK

DATE

9/5/25

CITY OF TRENTON

W. Reed Gusciora  
W. REED GUSCIORA  
MAYOR

DATE

9.4.25

**PROPOSAL  
PROPOSER MUST COMPLETE**

The undersigned respondent declares that he/she has read the Notice of Request for Proposal, Instructions to Proposers, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following:

**ENGINEERING SERVICES PROGRAM AND CONSTRUCTION MANAGEMENT  
FOR PHASE 5 LEAD SERVICE LINE REPLACEMENT (LSLR) FOR TWO (2) YEARS**

**HOURLY RATE FOR TWO YEARS**

See attached Proposed  
\$ Hourly Rates

**TOTAL AMOUNT FOR TWO (2) YEARS**

\$ 2,997,335



Leann E. Fetcho - Assistant Corporate Secretary

**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

New Jersey having its principal office

at 96 US Highway 206, Suite 101, Flanders, New Jersey 07836

COMPANY Suburban Consulting Engineers, Inc.

ADDRESS 96 US Highway 206, Suite 101

ADDRESS Flanders, New Jersey 07836

FED. ID # 22-2750971

NAME Leann E. Fetcho - Assistant Corporate Secretary

TELEPHONE (973) 398-1776

FAX (973) 398-2121

E-MAIL marketing@suburbanconsulting.com

DATE 4/30/2025

# PROJECT FEES

## REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS (CC2025-06) ENGINEERING SERVICES PROGRAM AND CONSTRUCTION MANAGEMENT FOR PHASE 5 LEAD SERVICE LINE REPLACEMENT (LSLR)

### PROPOSED HOURLY RATES:

Principal/Project Officer	\$205/hour
Senior Project Manager	\$200/hour
Project Manager	\$195/hour
Senior Project Licensed Professional	\$190/hour
Project Licensed Professional	\$180/hour
Licensed Professional	\$170/hour
Senior Project Coordinator	\$190/hour
Project Coordinator	\$185/hour
Senior Designer/Senior Survey Analyst	\$160/hour
Designer/Survey Analyst	\$145/hour
Senior Environmental Scientist	\$160/hour
Environmental Scientist	\$145/hour
Senior Project GIS Analyst	\$170/hour
Project GIS Analyst	\$160/hour
GIS Analyst	\$155/hour
Senior GIS Technician	\$145/hour
GIS Technician	\$135/hour
Senior GIS Project Coordinator	\$160/hour
GIS Project Coordinator	\$155/hour
Senior Inspector	\$145/hour
Inspector	\$135/hour
Senior Technician	\$140/hour
Technician	\$130/hour
Project Administrator	\$145/hour
Administrative Support	\$85/hour

### Equipment Unit Cost:

⇒ Unmanned Aerial Systems/Remotely Operated Vehicle	\$150/hour
⇒ Robotic/LiDAR	\$50/hour
⇒ GPS	\$25/hour
⇒ Environmental Injection Pump & Equipment	\$150/day

Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.

Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's **cost plus 15%**.

Mileage will be billed in accordance with federal prevailing wage.

*\*SCE will utilize the above rates for this project in accordance with our attached project schedule. If there are any significant project delays or changes in the project schedule that extends the project beyond the anticipated time-frame, SCE's rates may increase.*



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# PROJECT FEES

## REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS (CC2025-06) ENGINEERING SERVICES PROGRAM AND CONSTRUCTION MANAGEMENT FOR PHASE 5 LEAD SERVICE LINE REPLACEMENT (LSLR)

### PROPOSED FEES:

Task 1: Assistance with TWW I-Bank Loan Requirements, Bid Phase, and Grant Applications	\$ 66,821
Task 2: Project Planning Support	\$ 87,404
Task 2a: Prioritization Plan	\$ 8,820
Task 2b: Work Plan	\$ 25,785
Task 2b.1: Creation of Milestone Schedule	\$ 18,180
Task 2b.2: Drawing and Specification Review	\$ 5,265
Task 2b.3: Procurement Plan	\$ 5,820
Task 2b.4: Logistic Plan	\$ 1,560
Task 2c: Adaptation from LCRR to LCRI	\$ 21,974
Task 3: Construction Management Services	\$ 2,280,856
Task 3a: Construction Inspection/Observation Services	\$ 1,219,134
Task 3a: Desk Review of Inspection Reports	\$ 159,160
Task 3a: Review of Service Cards	\$ 127,790
Task 3b: Site Restoration Tracking	\$ 282,317
Task 3c: De-Scope Review with Construction Firm & Subcontractors	\$ 9,400
Task 3d: Construction Administration	\$ 366,205
Task 3e: Customer Complaint Resolution and Site Restoration	\$ 83,870
Task 3f: Track PbCu Sample Site Locations & Communicate Changes Weekly	\$ 32,980
Task 4: Annual Compliance Reporting - NJDEP & EPA Requirements	\$ 88,894
Task 5: Data Management	\$ 128,524
Task 6: Public Communications and Outreach	\$ 91,973
Task 6a: Website Management	\$ 22,918
Task 6b: Outreach	\$ 30,819
Task 6c: Call Line	\$ 38,236
Task 7: Municipal Management Assistance As Needed	\$ 35,020
Task 8: Contingency	\$ 150,000
<u>Task 9: Project Closeout</u>	\$ 67,843
	<b>TOTAL ESTIMATED FEE \$ 2,997,335</b>



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