RESOLUTION

No. 15-78

Date of Adoption FEB 19 2015

RESOLUTION AWARDS A CONTRACT THROUGH FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ. TO AGRA ENVIRONMENTAL AND LABORATORY SERVICES, 900 1/2 WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811 TO PROVIDE LABORATORY AND WATER QUALITY CONSULTING SERVICES FOR TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED $106,080.00 - RFP2014-31

WHEREAS, the City has a need for a Professional Consultant for the laboratory and water quality consultant services for a period of one year for the Department of Public Works, Trenton Water Works; and

WHEREAS, a request for proposal was advertised, and one proposal was received on September 30, 2014, and was evaluated by a committee based on criteria and interview that included experience, understanding of requirements and costs; and

WHEREAS, the proposal of Agra Environmental and Laboratory Services, 900 1/2 W. Blackwell St., Dover, NJ 07801-3811 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed $106,080.00 have been certified to be available in budget account number 05-05-55-5500-824-013 beginning November 25, 2014 to June 30, 2015 ($70,720.00); and 06-05-55-5500-824-013 beginning July 1, 2015 to November 30, 2015 ($35,360.00) contingent upon the adoption of the temporary and final budget FY 2015 and 2016.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton, County of Mercer, State of New Jersey, as follows:

1. The Mayor is hereby authorized to enter into a contract with Agra Environmental and Laboratory and Quality Services, 900 1/2 W. Blackwell St., Dover, NJ 08701-3811.

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.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on FEB 19 2015

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2014-31
RESOLUTION #15-78

THIS CONTRACT, made this 19th day of February 2015 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 to provide 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 1/2 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.
• Provide direction to Trenton Water Work's Staff with regards to “Performance Evaluations” samples for NJDEP Lab Certification Program.
• Review all applicable monitoring requirements including but not limited to EPA, NJDEP, DPCC, TCPA, DRP, LT2 etc. ensuring sampling is appropriately scheduled and review results with Trenton Water Works.
• When requested, assist in preparing data required for the CCR.
• Collect, process and analyze or arrange for appropriate analysis for compliance samples as required.
• Complete monthly, quarterly, semiannual as well as periodic monitoring reports.
• Provide weekly technical support.
• Review and report to TWW supervision and management compliance needs for future regulatory requirements.
• Assess and create proposals for water treatment, wastewater, or residuals process optimization.
• Provide necessary training or instruction for all new regulatory procedures and/or requirements.
• Prepare correspondences as required.
• Prepare regular activity reports for TWW management.
• Be available for consultation on and/or off site.
• Be available for “off hours” consultations when required.
• Help with any customer inquiries or complaints.
• Prepare and modify sampling plans per applicable regulations upon direction by TWW Management.
• Evaluate and, when found necessary or appropriate, prepare recommendations for rehabilitation and/or replacement of laboratory equipment.

3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **February 20, 2015 through February 19, 2016.**

4. **COMPENSATION:**

   (a) All work performed by Contractor according to the attached scope of services shall not exceed $106,080.00.

   (b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

   (c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No. 15-78, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract
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:** RFP2014-31 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 nonbinding, 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,
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;

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.

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.

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.

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.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take 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.

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.


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.
Agra Environmental & Laboratory Services
90 ½ West Blackwell St.
Dover, NJ 07801-3811

Seal

Attest:

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

ATTEST:                  CITY OF TRENTON

RICHARD M. KACHMAR        HONORABLE ERIC E. JACKSON
CITY CLERK                MAYOR