RESOLUTION

No. 15-157

Date of Adoption APR 16 2015

Approved as to Form and Legality

DAVID L. MINCHELLO, ESQ., CITY ATTORNEY

Factual content certified by

TITLE: IACQUELINE FOSSHEE, P.E., DIRECTOR OF PUBLIC WORKS

presents the following Resolution:

RESOLUTION AWARDING 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 INCORPORATED, 90 ½ WEST BLACKSWEEL STREET, DOVER, NEW JERSEY 07801 FOR DEVELOPMENT AND PREPARATION OF THE CONSUMER CONFIDENCE REPORT FOR TRENTON WATER UTILITY IN AN AMOUNT NOT TO EXCEED $16,000.00 - RFP2015-01

WHEREAS, the City has a need for Development and Preparation of the Consumer Confidence Report for the City of Trenton, Department of Public Works, Trenton Water Utility; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on February 3, 2015, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Agra Environmental and Laboratory Services Inc., 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 $16,000.00 are available in account number 5-05--55-5500-824-008; 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 Agra Environmental and Laboratory Services Inc., 90 ½ West Blackwell St., Dover, NJ 07801.

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 APR 16 2015

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2015-01
RESOLUTION #15-157

THIS CONTRACT, made this 17th day of APRIL 2015 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and AGRA ENVIRONMENTAL LABORATORY SERVICES, INCORPORATED, 90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801 ("CONTRACTOR").

WHEREAS, the City has need for PROFESSIONAL SERVICES to provide professional development and preparation of the Consumer Confidence Report for the City of Trenton, Department of Public Works, Trenton Water Utility.

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

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to exercise the option to extend a contract with Agra Environmental Laboratory Services, Inc., 90 ½ West Blackwell St., Dover, NJ 07801 for the City of Trenton, Department of Public Works, Trenton Water Utility.

1. 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:

   • Have a thorough understanding and knowledge of the current regulation and any changes during the life of the contract that will impact Trenton Water Works during its submission. Prepare the CCR report for Trenton Water Works in order to fulfil all the requirements of the regulation. The consultant shall be responsible for providing an electronic editable form of the CCR report.

   • Proposals that deviate by reducing tasks listed in the scope of work may be considered non-compliant and therefore may not be considered.

   • Develop a timeline in accordance with the work described in the scope of work. Completion of the report by the consultant and submittal of document in a format for printing must be done within three months of the
issuance of the purchase order or May 16, 2015, whichever is first.

- Provide a data management plan that will organize and assimilate data and collect the necessary data for the purpose of publishing the report. This will include, but is not necessarily limited to, the compilation of maps, flow charts, and any other necessary information. Trenton Water Works laboratory data shall be provided in manual form therefore, the consult shall be responsible for the conversion of manual form to electronic form.

- Provide no less than 3 possible color schemes for the report to the Trenton Water Works coordinator for consideration.

- Provide no less than 3 possible layouts of the photographs, graphics and text for the report to the Trenton Water Works coordinator for consideration.

- Prepare the report according to the guidelines set forth by the EPA regulation and the NJDEP Regulation for the CCR in conjunction with the Trenton Water Works coordinator.

- Prepare mailing list from data given from TWW's billing data. Mailing list to be generated to afford mail optimization.

- Attend meetings for project kick-off, at critical points in the preparation of the report, monthly and then as the need arises.

- Review and participate in the selection and editing of pictures and text or the report including historical information, project status, etc.

- The consultant shall incorporate the Lead and Copper Report public education (PE) regulation requirements as per the appropriate NJDEP language requirements.

- The consultant shall include any required information with regards to exceeding the DBP levels for the Running Annual Average (LRAA) results of Total Trihelomethanes (TTHMs) and/or Haloacetic Acids (HAA5), and/or required actions that are required to comply with state or federal mandates.

- Consultant may be required to prepare additional Public Notification Requirements to meet Tier 3 reporting to be included in CCR.

- Consultant shall be required to assist with the preparation, completion and submittal of the Consumer Confidence Report (CCR) Certification Form to the NJDEP.
2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of one year from in the amount **beginning April 17, 2015 to April 16, 2016.**

3. **COMPENSATION:**
   
   (a) All work performed by Contractor according to the attached scope of services shall not exceed **$16,000.00.**

   (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. 15-157,** 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.

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:** RFP-2015-01 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.

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.

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 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.

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 AND LABORATORY SERVICES, INC.
90 ½ WEST BLACKWELL ST
DOVER, NJ 07801

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  ERIC E. JACKSON
CITY CLERK  MAYOR