

**RESOLUTION** No. 25-471Date of Adoption DEC 16 2025

Approved as to Form and Legality

Wesley Bridges, Esq., DIRECTOR OF LAW

Factual content certified by

Sean Sample, DIRECTOR OF WATER AND SEWER

Councilman /woman \_\_\_\_\_ presents the following Resolution:

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

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO DEWCON INC., FOR LEAD SERVICE LINE REPLACEMENT PHASE 5B FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$5,714,101.00- BID2025-18B**

**WHEREAS**, seven (7) sealed bids were received in the Division of Purchasing on June 5, 2025, at 11:00 am, by the Purchasing Agent for Lead Service Line Replacement Phase 5B for the City of Trenton, Department of Water and Sewer, Trenton Water Works; and

**WHEREAS**, the replacement of approximately 700 Lead Service Lines (LSLs) in the City of Trenton. Phase 5 of the Department of Water and Sewer's Lead Line (LSL) replacement program is a part of a multi-year, multi-phase effort to meet the regulatory requirement to replace all LSLs by 2031; and

**WHEREAS**, the second lowest bidder, Dewcon Inc., PO Box 439, Basking Ridge, New Jersey, 07920 is made pursuant to the advertisement, be and is hereby accepted, as the second lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$5,714,101.00 have been certified to be available in the following account number: C-06-25-55-006A-300. This contract shall be awarded for a period of two (2) years from the date of award; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Dewcon Inc., PO Box 439, Basking Ridge, New Jersey, 07920 for Lead Service Line Replacement Phase 5B for the City of Trenton, Department of Water and Sewer, Trenton Water Works for a period of two (2) years in an amount not to exceed \$5,714,101.00 from the date of award for the said purposes in the manner prescribed by law.

MOTION: <u>Figueroa Kettenburg</u>					SECOND: <u>Frisby</u>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ				✓
FELICIANO			✓		HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

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

DEC 16 2025John Edwards  
President of CouncilJohn Edwards  
City Clerk

PURCHASING

**AGREEMENT**  
**CITY OF TRENTON, NEW JERSEY**  
**PREVAILING WAGE APPLIES**

**BID2025-18B**

**RES. NO. 25-471**

**AWARDED TO DEWCON, INC.**

**FOR LEAD SERVICE LINE REPLACEMENT PHASE 5B FOR THE DEPARTMENT OF WATER AND  
SEWER, TRENTON WATER WORKS**

This Agreement, entered into this 17<sup>th</sup> Day of DECEMBER 2025 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **DEWCON INC., P.O BOX 439, BASKING RIDGE, NJ 07920** ("Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$5,714,101.00 FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF THE AWARD.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO DEWCON, INC., FOR  
LEAD SERVICE LINE REPLACEMENT PHASE 5B FOR THE DEPARTMENT OF WATER AND SEWER,  
TRENTON WATER WORKS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF AWARD IN  
AN AMOUNT NOT TO EXCEED \$5,714,101.00 – BID2025-18B**

B. The contract shall be submitted with contracts with the following:

**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS**

**PREVAILING WAGE ACT (AS APPLICABLE):** Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Department of Labor and Workforces Development has created this portal for contractors to register and submit payrolls: <https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml> within ten (10) days of payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND.** The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD.** The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total

sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract 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".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services

to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:

  
Brandon L. Garcia, RMC  
Municipal Clerk

1/15/26  
Date

  
W. Reed Gusciora, Esq. Mayor

1.14.26  
Date


and

DEWCON INC., P.O BOX 439, BASKING RIDGE, NJ 07920

CONTRACTOR SIGNATURE

DATE

Attest:

  
Secretary

  
President

1/17/26  
Date

1/17/26

PRICE SCHEDULE  
TRENTON WATER WORKS  
LEAD SERVICE LINE REPLACEMENT PROJECT - PHASE 5B - TRENTON  
BID2025-18B  
BASE BID

This project is funded through the SRF program. The total dollar amount of the construction project will not exceed the funds available. The number of water service lines will be adjusted based on the accepted unit price bid to stay within budget.

Item No.	Bid Item Description	Estimated Quantities	Units	Unit Price in Figures	Amount in Figures
1.	A-1. WATER SERVICE REPLACEMENT - UTILITY SIDE <i>Four Thousand Dollars</i> (write Unit Price in words)	560	EACH	\$ 4000.00	\$ 2,240,000.00
1.	A-2. WATER SERVICE REPLACEMENT (SOUTH BROAD STREET) - UTILITY SIDE <i>Four Thousand Dollars</i> (write Unit Price in words)	25	EACH	\$ 4000.00	\$ 100,000.00
1.	B-1. WATER SERVICE REPLACEMENT - HOMEOWNER SIDE <i>Thirty Eight Hundred Dollars</i> (write Unit Price in words)	400	EACH	\$ 3800.00	\$ 1,520,000.00
1.	B-2. WATER SERVICE REPLACEMENT (SOUTH BROAD STREET) - HOMEOWNER SIDE <i>Thirty Eight Hundred Dollars</i> (write Unit Price in words)	20	EACH	\$ 3800.00	\$ 76,000.00
1.	C. NEW CORP STOP AT MAIN <i>One Dollar</i> (write Unit Price in words)	100	EACH	\$ 1.00	\$ 100.00
1.	D. TRANSFER WATER SERVICE CONNECTION TO NEW/LARGER WATER MAIN <i>One Dollar</i> (write Unit Price in words)	20	EACH	\$ 1.00	\$ 20.00
1.	E. WATER METER REPLACEMENT <i>One Dollar</i> (write Unit Price in words)	40	EACH	\$ 1.00	\$ 40.00
1.	F. ACCESS NOT PROVIDED <i>One Dollar</i> (write Unit Price in words)	40	EACH	\$ 1.00	\$ 40.00
1.	G. CURB STOP IN CONCRETE <i>One Dollar</i> (write Unit Price in words)	700	EACH	\$ 1.00	\$ 700.00
1.	H. LONG-SIDE REPLACEMENT <i>Four Hundred Dollars</i> (write Unit Price in words)	300	EACH	\$ 400.00	\$ 120,000.00
1.	I. NEW CURB BOX (TEST PIT) <i>One Dollar</i> (write Unit Price in words)	50	EACH	\$ 1.00	\$ 50.00
1.	J. NEW CURB VALVE (HOMEOWNER SIDE) <i>One Dollar</i> (write Unit Price in words)	50	EACH	\$ 1.00	\$ 50.00

Item No.	Bid Item Description	Estimated Quantities	Units	Unit Price in Figures	Amount in Figures
2.	TEST PIT AT CURB STOP <u>Four Hundred Dollars</u> (write Unit Price in words)	150	EACH	\$ 400.00	\$ 60,000.00
3. A.	FINAL PAVEMENT RESTORATION (Infra-red) <u>Three Hundred Dollars</u> (write Unit Price in words)	300	SY	\$ 300.00	\$ 90,000.00
3. B.	FINAL PAVEMENT RESTORATION (Mill and Paving) (GUARANTEED MINIMUM 1,000 SY) <u>Seventy Five Dollars</u> (write Unit Price in words)	1,500	SY	\$ 75.00	\$ 112,500.00
3. C.	FINAL RESTORATION COMPLETED <u>One Thousand Five Hundred Dollars</u> (write Unit Price in words)	780	EACH	\$ 500.00 \$ 7.00 (minimum \$500)	390,000.00 5,460.00 750,000.00
4	ENVIRONMENTAL PROTECTION <u>One Dollar</u> (write Lump Sum Price in words)		LUMP SUM		\$ 1.00
5	MISCELLANEOUS WORK AT DIRECTION OF THE OWNER <u>ONE HUNDRED FIFTY THOUSAND DOLLARS</u> (write Unit Price in words)		ALLOWANCE	\$150,000	\$150,000
6	UNIFORMED POLICE TRAFFIC CONTROL ALLOWANCE <u>TWO HUNDRED EIGHTY THOUSAND DOLLARS</u> (write Unit Price in words)		ALLOWANCE	\$280,000	\$280,000
7	FLAGGER TRAFFIC CONTROL ALLOWANCE <u>ONE HUNDRED TWENTY THOUSAND DOLLARS</u> (write Unit Price in words)		ALLOWANCE	\$120,000	\$120,000
8	PITCHER FILTERS AND REPLACEMENT CARTRIDGES <u>Forty Dollars</u> (write Unit Price in words)	1,100	EACH	\$ 50.00	\$ 55,000.00
9	PERMIT FEE ALLOWANCE <u>THREE HUNDRED THOUSAND DOLLARS</u> (write Unit Price in words)		ALLOWANCE	\$300,000	\$300,000
10	TECHNICIAN ALLOWANCE <u>SIXTY THOUSAND DOLLARS</u> (write Unit Price in words)		ALLOWANCE	\$60,000	\$60,000
TOTAL BASE BID PRICE IN FIGURES (Items 1A-1 through 10)		\$ 5,674,501.00			
TOTAL BASE BID PRICE IN WORDS (Items 1A-1 through 10)		\$ Five Million - Six Hundred Seventy Four Thousand - Fifty One Dollars			

PRICE SCHEDULE  
TRENTON WATER WORKS  
LEAD SERVICE LINE REPLACEMENT PROJECT - PHASE 5B - TRENTON  
BID2025-18B  
SUPPLEMENTAL BID

Item No.	Bid Item Description	Estimated Quantities	Units	Unit Price in Figures	Amount in Figures
S-1A.	LEAD SERVICE LINE EXCAVATION GREATER THAN 5 FEET <u>One Dollar</u> (write Unit Price in words)	210	CY	\$ 1.00	\$ 210.00
S-2A.	IMPORTED COMMON FILL <u>One Dollar</u> (write Unit Price in words)	250	CY	\$ 1.00	\$ 250.00
S-2B.	CRUSHED STONE <u>One Dollar</u> (write Unit Price in words)	25	CY	\$ 1.00	\$ 25.00
S-2C.	DENSE-GRADED AGGREGATE <u>One Dollar</u> (write Unit Price in words)	45	CY	\$ 1.00	\$ 45.00
S-2D.	FLOWABLE FILL <u>Three Hundred Dollars</u> (write Unit Price in words)	45	CY	\$ 300.00	\$ 13,500.00
S-3A.	INITIAL PAVEMENT RESTORATION WITH CONCRETE SUBBASE <u>Three Hundred Dollars</u> (write Unit Price in words)	100	SY	\$ 300.00	\$ 30,000.00
S-3B.	GRAVEL DRIVEWAY <u>One Dollar</u> (write Unit Price in words)	35	SY	\$ 1.00	\$ 35.00
S-3C.	BRICK OR ROCK PAVERS <u>One Dollar</u> (write Unit Price in words)	35	CY	\$ 1.00	\$ 35.00
S-3D.	ASPHALT PRICE ADJUSTMENT EIGHT THOUSAND DOLLARS (write Unit Price in words)	ALLOWANCE		\$8,000	\$8,000
S-3E.	MISC. CONCRETE <u>Three Hundred Dollars</u> (write Unit Price in words)	25	CY	\$ 300.00	\$ 7,500.00
TOTAL SUPPLEMENTAL PRICE IN FIGURES (S-1A through S-3E)				\$ 59,600.00	
TOTAL SUPPLEMENTAL PRICE IN WORDS (S-1A through S-3E)				\$ Fifty-Nine Thousand-Six Hundred	
TOTAL BASE BID PRICE PLUS SUPPLEMENTAL PRICE IN FIGURES				\$ 5,734,101.00	
TOTAL BASE BID PRICE PLUS SUPPLEMENTAL PRICE IN WORDS				\$ Five Million-Seven Hundred-Thirty-Four Thousand-One Hundred-One	

Contract award will be based on the total of the base bid price plus all supplemental bid items, even if some or all of the supplemental bid items are not ultimately included in the contract.



**Project Description:**

The work generally consists of trenchless replacement of approximately 780 lead or galvanized steel service lines for residences within the City of Trenton from the water main to the water meter in the building. The project is funded through the New Jersey SRF Program. The total dollar amount of the construction project will not exceed the funds available. The number of water service lines will be adjusted based on the accepted unit price bid to stay within the budget. Work will generally include coordination with the homeowner, verification of water service line materials inside the home and at the curb stop, excavation, installation of temporary grounding, removal or abandonment of existing service lines, installation of copper service lines, ball valves, curb stop valves and boxes, watertight penetrations through building foundations and walls, flushing, backfill, soil erosion and sediment control, traffic control, housekeeping, full restoration to existing conditions including landscaping, sidewalks, curbs, paving, striping, grounding to new pipe, data tracking and management in ArcGIS and other tasks to complete the work. Work may require dewatering and trench shoring.

This contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the State of New Jersey, the New Jersey Environmental Infrastructure Trust nor any of their departments, agencies or employees is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract. This contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3, 4, 5, 9 and 10.

**SED Scope and Purpose**

N.J.A.C. 7:22-9.1 (a) This subchapter establishes procedures for providing opportunities for socially and economically disadvantaged ("SED") contractors and vendors to supply materials and services under State financed construction contracts for environmental infrastructure facilities. To implement the policies established in N.J.S.A. 58:11B-26, 40:11A-41 et seq., and 52:32-17 et seq., this subchapter applies to environmental infrastructure projects receiving financial assistance from the Department and the Trust pursuant to N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7. Under the provisions of N.J.A.C. 7:22-3, 4 and 6 and 7:22A-6 and 7, the Department and the Trust require recipients of Trust and Fund loans and other assistance to establish such programs for socially and economically disadvantaged small business concerns, to designate a project compliance officer, and to submit to the Department and Trust procurement plans for implementing the SED program.

**SED Requirements** (Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SEDs)) are applicable for this project. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-3.17(a)24 and 4.17(a)24, the contractor and subcontractors shall comply with all of the provisions of N.J.A.C. 7:22-9.

## **Required SED Utilization Goal**

N.J.A.C. 7:22-9.1(a)

N.J.A.C. 7:22-3.17(a)24, 4.17(a)24, 6.17(a)24 and 7:22A-2.4(a) provide that a goal of not less than 10 percent be established for the award of contracts to small business concerns owned and controlled by one or more socially and economically disadvantaged individuals. The goal of 10 percent applies to the total amount of all contracts for building, materials and equipment, or services (including planning, design and building related activities) for a construction project.

The project sponsor (or Owner) has identified that the SED utilization goal for this project is: Trenton Water Works requirements provide that contracts totaling seven percent (7%) of the eligible project cost submitted to the Department and the Trust for Financial assistance shall be awarded on a contract or subcontract basis to a qualified MBE and three percent (3%) shall be awarded to a WBE. Both shall be SED individuals. The SED goal of ten percent (10%) must be met.

## **SED Utilization Attainment Instruction**

N.J.A.C. 7:22-9.3 (b)

The 10 percent SED utilization requirement shall be accomplished by the following:

1. Bids shall be solicited on an unrestricted basis. The bid documents, however, shall include a statement to the effect that the successful bidder must fulfill the SED utilization requirements by subcontracting portions or the work to SEDs; or
2. Contractors also have the option of establishing unrestricted bidding procedures to fulfill the 10 percent SED utilization requirement for the project.

## **SED Utilization Public Notice Instruction**

N.J.A.C. 7:22-9.6 (a) All project sponsors, at least 30 days prior to public advertisement for bids, shall notify the agencies specified in N.J.A.C. 7:22-9.13(a)8, of the availability of opportunities for SEDs to provide services, to bid on unrestricted contracts or subcontracts, or to provide any other necessary purchase or procurement. The notice shall include a description of the type and scope of the services involved.

## **Required SED Funding Award Language**

N.J.A.C. 7:22-9.7 (b) The advertisement for bids shall indicate that: "Awards will be made only to socially and economically disadvantaged business concerns that are certified by the New Jersey Commerce, Economic Growth and Tourism Commission, the New Jersey Department of Transportation, the Port Authority of New York and New Jersey, New Jersey Transit or other agencies deemed appropriate by the Office as eligible minority businesses or female businesses." "The invitation to bid is on an unrestricted basis whereby the successful bidder must fulfill the SED utilization requirements."

## **SED Advertisement Instruction**

N.J.A.C. 7:22-9.7 requires project sponsors to adhere to specific advertisement criteria and duration. Specifically, relating to advertisement duration: In no case shall the

advertisement for bids be published less than 30 days prior to the date fixed for receiving bids on the purchase or contract.

### **SED Utilization Bid Consideration Instruction**

N.J.A.C. 7:22-9.10 Lowest bid resulting in payment of unreasonable price

- a) If the contracting agency determines that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids.
- b) Bidders and the office shall be notified of the rejection of all bids, the reasons for the rejection, and the contracting agency's intent to solicit bids for a second time.
- c) If the contracting agency determines a second time that the acceptance of the lowest responsible bid will result either in the payment of an unreasonable price or in a contract otherwise unacceptable pursuant to the statutes and rules governing public contracts, the contracting agency shall reject all bids and notify the NJDEP Office of Equal Opportunity and Public Contract Assistance and, after receipt of the NJDEP Office of Equal Opportunity and Public Contract Assistance's approval, shall amend the project plan accordingly. (d) Bidders shall be notified of the cancellation, the reasons for the cancellation and the contracting agency's intent to resolicit bids on an unrestricted basis. SEDs may participate in the bidding on an unrestricted basis.

### **BID BOND N.J.S.A. 40A:11-21**

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, shall furnish a guarantee as provided for herein. A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish any performance bond or other security required as a guarantee or indemnification. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than 10% of the bid or in excess of \$20,000.00 the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

**All Applicable Surety Bonds required in connection with the advertisement and award of** building contracts or sub-agreements must be written by a surety company listed on the Federal Treasury List (Department Circular 570-Surety Companies acceptable to federal Bonds), incorporated herein by reference. Copies of this document may be obtained from the Department.

**Department Circular 570 Requirement N.J.A.C. 7:22-3.17(g)**

All applicable surety bonds required in connection with the advertisement and award of building contracts or sub agreements must be written by a surety company listed on the Federal Treasury List (Department Circular 570—Surety Companies Acceptable on Federal Bonds), incorporated herein by reference. Copies of this document may be obtained from the Department.

**Public Opening of Bids Requirement N.J.S.A. 40A:11-23(b)**

The advertisement shall designate the manner of submitting and the method of receiving the bids and the time and place at which the bids will be received. If the published specifications provide for receipt of bids by mail, those bids which are mailed to the contracting unit shall be sealed and shall only be opened for examination at such time and place as all bids received are unsealed and announced. At such time and place the contracting agent of the contracting unit shall publicly receive the bids, and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents, who are then and there present, and shall also make proper record of the prices and terms, upon the minutes of the governing body, if the award is to be made by the governing body of the contracting unit, or in a book kept for that purpose, if the award is to be made by other than the governing body, and in such latter case it shall be reported to the governing body of the contracting unit for its action thereon, when such action thereon is required. No bids shall be received after the time designated in the advertisement.