RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE
WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO AGRA ENVIRONMENTAL & LABORATORY SERVICES,
90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811 FOR LABORATORY AND WATER
QUALITY CONSULTING SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED
$141,440.00 – RFP# 2016-42

WHEREAS, the City of Trenton has a need for Laboratory and Water Quality Consulting Services for the City of
Trenton, Department of Public Works, Trenton Water Utility for a period of one year; and

WHEREAS, a request for proposal was advertised, and one (1) proposal was received on November 10, 2016 and
was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Agra Environmental & Laboratory Services, 90 ½ W. Blackwell St., Dover, NJ
07801-3811 was deemed to have the necessary qualifications and expertise for the performance of the services at the
rates budgeted.

WHEREAS, funds in an amount not to exceed $141,440.00 for a period of one year has been certified to be
available in the following account number 7-05--55-5500-824-013 contingent upon the adoption FY'2017
temporary/final budget.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is hereby authorized to enter into a contract with Agra Environmental & Laboratory Services, 90 ½
   W. Blackwell St., Dover, NJ 07801-3811 for Laboratory and Water Quality Consulting Services for a period
   of one year in an amount not to exceed $141,440.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

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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<td>BETHEA</td>
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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAR 09 2017

President of Council

President of City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-42
RESOLUTION # 17-94

THIS CONTRACT, made this 10th day of MARCH 2017, by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and AGRA ENVIRONMENTAL & LABORATORY SERVICES, 90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL CONSULTING SERVICES for Laboratory and Water Quality Consulting Services for a period of one (1) year for the City of Trenton, Department of Public Works, Trenton Water Utility.

WHEREAS, Contractor agrees to provide PROFESSIONAL CONSULTING SERVICES for the City of Trenton, Department of Public Works, Trenton Water Utility in terms and conditions as set forth hereinbelow, and the City being agreeable thereeto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES: The City of Trenton agrees to award a contract to Agra Environmental & Laboratory Services, 90 ½ West Blackwell Street, Dover, New Jersey 07801-3811 for Laboratory and Water Quality Consulting Services for a period of one (1) year for the City of Trenton, Department of Public Works, Trenton Water Utility.

2. SCOPE OF SERVICES:

The scope of work shall include but not be limited to the following:

1. Provide licensed water professional(s) that may be consulted for various compliance requirements when required.
2. Provide licensed water professional(s) that may be consulted for treatment issues and chemical processes when required.
3. Review, analyze, and audit the laboratory to ensure compliance with all applicable regulations. This shall include but not be limited to a review of NJDEP, USEPA, and USDOL – OSHA, DOHSS, regulations and updates.
4. Formulate and implement procedures as necessary in coordination with the TWW management staff and applicable authorities.
5. If deficiencies are found, assist in compliance efforts, including, but not limited to formulating, implementing and creating necessary documentation, scheduling necessary sampling with the lab staff, engineering and any applicable authority.
6. Review compliance requirements with staff at regular intervals during the length of the contracts regarding all applicable regulations, State and Federal.
7. Provide direction to Trenton Water Work’s Staff with regards to “Performance Evaluations” samples for NJDEP Lab Certification Program.
8. Review all applicable monitoring requirements including but not limited to EPA, NJDEP, Safe Drinking Water, Waste Water, Residuals, NUFDES, DPCC, TCPA DPR, LT12, etc. Ensure sampling is appropriately scheduled and review results with Trenton Water Works.
9. When requested, assist in preparing data required for the CCR.
10. Collect, process and analyze or arrange for appropriate analysis for compliance samples as required.
11. Complete monthly, quarterly, semiannual, annual as well as periodic monitoring reports.
12. Provide support for the regulatory compliance with the Pb and Cu requirements. The NJDEP has placed TWW back in standard monitoring, requiring a minimum of 100 samples per 6 months. The consultant shall coordinate with the customer’s first draw sample collections, develop approvals/revise revisions of Tier 1 through Tier three sample sites, provide customer notifications (both for sampling and analysis results), prepare NJDEP certifications of sites and data, and coordinate with the testing laboratory, etc. Note: testing shall be done through a contract solely for the analysis.
13. Provide weekly technical support.
14. Review compliance needs for future regulatory requirements and provide professional input for the appropriate actions to be taken by the utility.
15. Provide updates to sampling plans and coordinate submissions/approvals with the NJDEP.
16. Assess and create proposals for necessary additional sampling for process optimization.
17. Provide necessary training or instruction for all new regulatory procedures.
18. Prepare correspondences as required.
19. Prepare regular activity reports for TWW management
20. Be available for consultation off site and during off hours.
21. Help with any customer inquiries or complaints.
22. Conduct Jar testing twice a month for KMnO4 demand testing or other Jar testing, as warranted by change in water quality conditions or treatment process changes.

23. Assist in the preparation of Data for triggered reports such as Disinfection/Disinfection Byproduct Stage 2 Operational Evaluation Reports (OER) or Corrosion Control Reports, etc. within the scope of sampling compliance, as necessary.

24. Sample, and arrange for the analysis of samples triggered by compliance requirements and report findings as expediently as possible.

25. Assist in achieving compliance generated from Sanitary Surveys or other audits within the scope of laboratory procedures or as requested by TWW management with approval of additional hours if required.

26. Implement additional process sampling as required for compliance or as indicated for optimization of plant or distribution system operations.

27. Provide field support process sampling for UDF or other projects where required with prior approval from TWW management for additional hours if necessary.

28. Implement new testing protocols as required for new regulatory phases (RTCR, Radionuclide rules, etc.

29. Provide all necessary reporting via E2 for Corrosion Control Plan, as well as the processing of monthly, semiannual and annual water quality parameter data.

4. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded in an amount not to exceed $1,440,000 for a period of one year.

5. **COMPENSATION:** All work performed by the Contractor according to the attached scope of services. The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

In no event during the terms of this Contract, Contractor’s billings shall hereunder exceed the amount set forth in Resolution No. #17-94 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.

6. **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.

7. **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.

8. **INTEGRATION:** RFP # 2016-42 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.

9. **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.

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

11. **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 terms 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;

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, 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.

f. 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.

g. 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).

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

ATTEST:

PENelope S. Edwards-Carter
ACTING CITY CLERK

DATE

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE