RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, P.O. BOX 29196, NEW YORK, NEW YORK, 10087 FOR MANAGEMENT ADVISORY SERVICES FOR TRENTON WATER AND SEWER UTILITIES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $145,000.00 – RFP# 2017-01

WHEREAS, the City of Trenton has a need for Management Advisory Services for Trenton Water and Sewer Utilities for the Department of Public Works, Division of Water and Sewer Utility for a period of one (1) year from July 1, 2017 to June 30, 2018; and

WHEREAS, a request for proposals was advertised, and four (4) proposals were received on April 12, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Veolia Water North America Operating Services, LLC, P.O. Box 29196, New York, NY 10087 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 $145,000.00 have been certified to be available in account number 8-05--55-5500-899 contingent upon the adoption of FY'2018 temporary and or final budget; and

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

1. The Mayor is authorized to enter into a contract with Veolia Water North America Operating Services, LLC, P.O. Box 29196, New York, NY 10087 for a period of one (1) year beginning July 1, 2017 to June 30, 2018.

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.
PROFESSIONAL SERVICES CONTRACT

RFP2017-01

THIS CONTRACT, made this 16th day of JUNE 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and VEOULIA WATER NORTH AMERICA OPERATING SERVICES, LLC, P.O. BOX 29196, NEW YORK, NEW YORK 10087 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES for Management Advisory Services for Trenton Water and Sewer Utilities for the City of Trenton, Department of Public Works.

WHEREAS, Contractor agrees to provide PROFESSIONAL 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 VEOULIA WATER NORTH AMERICA OPERATING SERVICES, LLC, P.O. BOX 29196, NEW YORK, NEW YORK 10087 hereinafter set forth at the request of and under the general supervision of the Department of Public Works, Division of Water and Sewer Utilities.

2. SCOPE OF SERVICES:
   - The City is requested proposals from a qualified individual or company to perform an assessment and provide a study of the utility followed by assistance in implementing changes. This scope will also include the TWU billing and collection services. The results of these services are to be changes that address long-term organizational and operational challenges.
   - The City intends these services to be conducted in a practical hands-on manner in collaboration with the TWU/TSU staff in which the organization, operational practices, staffing and management approaches are assessed and prioritized. Clearly defined improvements shall be identified that will impact the effectiveness of the Utilities and achieve measureable cost savings.
   - The services to be performed hereunder do not include any review of the water plant, water quality and related chemical treatment, including but not limited to treatment for lead and copper.

Requested Management and Operational Assistance Services

o Management Services
   - The Management Advisory Services will include supervisory-level staff or subject matter experts with the requisite qualifications and experience in their respective areas of responsibility including, for example, treatment plant operations, collection, distribution, customer service, and maintenance. These experts will assist in the identification and implementation of approved cost reductions and operational enhancements as described in the following paragraphs. It is not expected that the contracted services or staff will replace or supersedate any existing or proposed TWU/TSU staff to achieve the long-term goals.

Cost Reduction and Operational Improvements Study Phase

- Upon commencement of the services, the Firm will conduct a thorough review of the Utilities organizational structure, operations, revenues, and expenditures; and identify specific opportunities to realize overall cost reduction including the net combination of increased revenue and reduced operating costs.

- The firm will observe, evaluate and assess TWW/TSU operations, take all actions necessary to fully understand and evaluate the operations, and identify potential operational enhancements that can be implemented to achieve the objectives described in this request. The firm shall also provide resources (including all advisory services, technical resources, knowledge and expertise necessary) to the Utilities to help implement the approved enhancements.

- Examples of specific areas of the organizational structure to be assessed may include, but are not limited to:
  - Operating and maintenance practices,
  - Operation revenues and expenditures,
  - Organizational structure, including Utility staffing and experience levels,
  - TWW/TSU work load requirements,
  - Compensation structure, job descriptions, and responsibilities,
  - Interrelationship of TWW/TSU within the City government, including level of independence (e.g., funding sources, interdepartmental support, procurement procedures, and employment)

- Based on the assessment activities during the Study Phase, the Firm will provide a proposed cost reduction and operational enhancement initiatives that will specify estimated cost reductions and performance measure targets to be achieved by the City.

Implementation Phase

- Upon review of the proposed cost reduction strategies from the Study Phase, the City and Firm will negotiate specific cost reduction targets and performance measure targets to be achieved including time frames for completion.

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from [_____] in an amount not to exceed $145,000.00 for performance of the Management Services and Cost Reduction and Operational Improvements Study Phase set forth above in Section 2. Prior to commencing the Implementation Phase, City and Contractor shall mutually agree upon the specific cost reduction targets and performance measure targets to be achieved, including time frames for completion, as well as the specific compensation structure for the Implementation Phase. The City shall pay the Contractor within thirty (30) business days after receipt of invoice for services.

4. COMPENSATION:

(a) All work performed by the Contractor is a continuance to complete the project.
(b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.
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:** Resolution #17-390 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 with the City of Trenton, Department of Public Works, Division of Water and Sewer Utilities.

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:**

    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. 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 solicitation 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.

i. In PERFORMING its duties and obligations hereunder, Contractor shall at all times act in the capacity of an independent contractor, and shall not in any respect be deemed (or act as) an employee, agent, partner, joint venturer, or representative of any type of Veolia for any purpose or reason whatsoever.

j. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IT IS SPECIFICALLY AGREED AND UNDERSTOOD NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER (INCLUDING LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HEREWITH. THIS SECTION SHALL APPLY WHETHER ANY SUCH INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE IS BASED ON A CLAIM BROUGHT OR MADE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR BY STATUTE, UNDER ANY WARRANTY OR OTHERWISE. THE FOREGOING LIMITATION SHALL NOT APPLY TO LOSSES OR DAMAGES ARISING OUT OF A PARTY’S GROSS NEGLIGENCE OR WIJIFULL MISCONDUCT.

k. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTRACTOR’S TOTAL, CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, RECOVERIES, JUDGMENTS, COSTS AND EXPENSES IN CONNECTION THEREWITH, ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE (WHETHER ANY SUCH CLAIM IS BROUGHT OR MADE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR BY STATUTE, UNDER ANY WARRANTY OR OTHERWISE) SHALL NOT EXCEED THE CUMULATIVE
AGGREGATE OVER THE FULL TERM OF AN AMOUNT EQUAL TO ONE HUNDRED FORTY FIVE THOUSAND DOLLARS ($145,000.00) ("LIABILITY CAP").

VEOLLA WATER NORTH
AMERICA OPERATING SERVICES,
LLC P.O. BOX 29196
NEW YORK, NY 10087

DATE

ELIZABETH TRINIDAD PEREZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6346584
Qualified In Queens County
My Commission Expires 08-15-2020

Seal: 
Attest: 

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE