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 CDM SMITH, INC., 110 FIELDCREST AVENUE, SUITE 8, 6TH FLOOR, EDISON, NEW JERSEY 08837 FOR PROFESSIONAL ENGINEERING SERVICES FOR CORROSION CONTROL REVIEW (INCLUDING EXISTING SYSTEM) STUDY, RECOMMENDATION AND PRELIMINARY DESIGN IN AN AMOUNT NOT TO EXCEED $309,492.00 - RFP 2017-30

WHEREAS, the City has a need for Engineering Design Services for Corrosion Control Review (Including Existing System) Study, Recommendation and Preliminary Design for the City of Trenton, Department of Public Works, Trenton Water Utility for a period of one (1) year from date of award, and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on August 29, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of CDM Smith, Inc., 110 Fieldcrest Avenue, Suite 8, 6th Floor, Edison, New Jersey 08837 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 $309,492.00 have been certified to be available in account number 8-05-55-5500-899-002 contingent upon the adoption of the FY2018 final budget.

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 with CDM Smith, Inc., 110 Fieldcrest Avenue, Suite 8, 6th Floor, Edison, New Jersey 08837 for a period of one (1) year from date of award in an amount not to exceed $309,492.00 for the City of Trenton, Department of Public Works, Trenton Water Utility.

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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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on DEC 21 2017

President of Council  
City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2017-30
RESOLUTION 17-831

THIS CONTRACT, made this 21st day of DECEMBER 2017 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and CDM SMITH, INC., 110 FIELDCREST AVENUE, SUITE #8, 6TH FLOOR, EDISON, NEW JERSEY 08837 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING SERVICES for Corrosion Control Review (Including Existing System), Study, Recommendation and Preliminary Design on behalf of the City of Trenton, Department of Public Works, Trenton Water Utility in an amount not to exceed $309,492.00.

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 CDM SMITH, INC., 110 FIELDCREST AVENUE, SUITE #8, 6TH FLOOR, EDISON, NEW JERSEY 08837 hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Public Works, Trenton Water Utility.

II. SCOPE OF WORK

1. The Consultant shall perform a review including, but not limited to, the following: Review existing plans, operation and maintenance manuals, review existing systems and modifications, operational data, distribution system (including material construction of system as well as services), distribution system maintenance operations, etc.

2. The consultant shall perform a review including, but not limited to, other regulatory concerns such as DPCC, PEOSHA, etc.

3. The consultant shall review past and present Lead & Copper rule compliance testing results and programs.

4. Conduct regular meetings at a minimum of every other month for the purpose of reviewing data collected, findings, notable observations, etc.

5. Perform corrosivity testing of the system water as well as with a minimum of three alternatives at covering the full range of water temperatures. These shall include:

   a. Minimum of six (6) points in the distribution system to be monitored using corrosion coupons. Work shall include design, installation/construction services of vaults with the necessary equipment, installation of coupons, collection of coupons every 3 months,
testing of the coupons, and preparation of reports. These shall be appropriately placed based upon the system review to ensure critical data is collected. To facilitate a quick turnaround, the consultant shall build into their pricing the furnishing and installing of the equipment, vaults, and testing as part of the scope of services.

b. Pipe loop testing at the filtration plant and central pumping station. This shall include a minimum of three (3) alternatives for corrosion control. Additionally, tests shall be conducted with water that has not been treated with lime to review alternative pH/Alkalinity adjustment with alternative corrosion inhibitors at the filtration plant. Note: TWW operates an open finished reservoir and therefore concerns about algal blooms with phosphate addition are a concern until it is covered. Work shall include the supply and installation of the pipe loop assemblies, collection and testing of samples (weekly at a minimum), preparation of reports, etc. To facilitate a quick turnaround, the consultant shall build into their pricing the furnishing and installing of the equipment and testing as part of the scope of services.

c. The work shall include the following tests (from a New Jersey state certified laboratory) at a minimum:

II. pH – Daily, TWW lab
III. Alkalinity – Daily, TWW lab
IV. Total dissolved solids – Daily, consultant coordinate
V. Hardness (Ca & Mg) – Daily, TWW lab
VI. Temperature – Daily, TWW lab
VII. Conductivity – Weekly, consultant coordinate
VIII. Lead – Weekly, consultant coordinate
IX. Copper - Weekly, consultant coordinate
X. Iron - Weekly, consultant coordinate
XI. Manganese - Weekly, consultant coordinate
XII. Chloride - Weekly, consultant coordinate
XIII. Sulfide - Weekly, consultant coordinate
XIV. Sulfate - Weekly, consultant coordinate
XV. Chloride to Sulfate ration (calculation)
XVI. Dissolved Inorganic Carbon - Weekly, consultant coordinate
XVII. Corrosivity (Langelier Index, etc.) - Daily, Consultant calculation
XVIII. Oxidants - Chlorine from TWW online analyzer, other tests consultant to coordinate
XIX. TOC - Weekly, consultant coordinate
XX. Dissolved Oxygen - Weekly, consultant coordinate
XXI. HPC - Daily, TWW lab test
d. Conduct a detailed review of the chemistry of the drinking water utilizing all collected testing data.

6. Prepare recommendations that include, but not necessarily limited to, modification and/or changing of the existing slaking system at the filtration plant, optimum corrosion practice, etc. with projected costs for the construction & operation and maintenance.

7. Prepare a projected schedule and implementation plan for regular service line replacement with budgetary costs. Review items such as area, accessibility, other pending work in impact area, flushing of owner’s facilities after work is completed, etc. This should also include discussion about replacing the owner’s service line from the curb to the meter.

8. Prepare four copies of the draft recommendations that summarize the findings, tabulate testing, and recommend criteria for design for the modifications and/or changes.

9. Attend a meeting with Trenton Water Works to discuss the recommendations and review the approaches.

10. Incorporate Trenton Water Works’ comments into the final recommendations/basis of design (with supporting preliminary design drawings) and furnish four copies, one PDF electronic copy, and one electronic file in Microsoft Word. This document shall be used for future consulting services that will design the recommended improvements outlined in the report, prepare plans & specifications, perform bid review, and perform construction services.

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year beginning December 20, 2017 to December 19, 2018 in an amount not to exceed $309,492.00.

2. 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.

3. **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.

4. **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.

5. **INTEGRATION:** Resolution #17-831 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 Housing and Economic Development.

6. **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.

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

8. **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 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.

CDM SMITH, INC.,
110 FIELDCREST AVENUE,
SUITE #8, 6TH FLOOR,
EDISON, NEW JERSEY 08837
Seal:

DATE

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

CITY OF TRENTON

DATE

ATTEST:

DATE

ERIC E. JACKSON
MAYOR

DATE

MUNICIPAL CLERK