

RESOLUTION

No. **19-100**

Date of Adoption **MAR 07 2019**

Approved as to Form and Legality

Factual content certified by

JOHN MORELLI, CITY ATTORNEY

DR. SHING-FUTSUEH, PH.D., P.E., P.P.

Councilman /woman

presents the following Resolution.

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 AND LABORATORY SERVICES, 90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811 TO PROVIDE LABORATORY AND WATER QUALITY SERVICES FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$117,130.00 -RFP2018-52

WHEREAS, the City has a need to Provide Laboratory and Water Quality Consulting Services for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer, Water Filtration Plant; and

WHEREAS, a request for proposal was advertised and one (1) proposal was received on December 18, 2018, and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of Agra Environmental and Laboratory Services, 90 ½ West Blackwell Street, Dover, New Jersey 07801-3811 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 \$117,130.00 have been certified to be available in account number(s): 9-05- -55-5500-824-013 contingent upon adoption of FY'2019 and FY'2020 temporary and or 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 Agra Environmental and Laboratory Services, 90 ½ West Blackwell Street, Dover, New Jersey 07801-3811 to Provide Laboratory and Water Quality Consulting Services in an amount not to exceed \$117,130.00 for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer, Water Filtration Plant.
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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL				✓	MCBRIDE	✓			
CALDWELL					RODRIGUEZ	✓								
WILSON	✓				VAUGHN	✓								
HARRISON	✓													

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

MAR 07 2019

Kelly McBride
President of Council

City Clerk

[Signature]

PROFESSIONAL SERVICES CONTRACT

**RFP2018-52
RESOLUTION 19-100**

THIS CONTRACT, made this **8TH** day of **MARCH 2019** 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 **AGRA ENVIRONMENTAL AND LABORATORY SERVICES, 90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811** ("CONTRACTOR").

WHEREAS, the City has a need to **PROVIDE LABORATORY AND WATER QUALITY SERVICES** for the City of Trenton, Department of Water & Sewer, Water Filtration Plant.

WHEREAS, Contractor agrees to provide **LABORATORY AND WATER QUALITY SERVICES** for the City of Trenton, Department of Water & Sewer, Water Filtration Plant in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL ENGINEERING SERVICES TO CONDUCT IN REM FORECLOSURES SERVICES

The City agrees to retain **AGRA ENVIRONMENTAL AND LABORATORY SERVICES, 90 ½ WEST BLACKWELL STREET, DOVER, NEW JERSEY 07801-3811** ("the request of and under the general supervision of the City of Trenton, Department of Water & Sewer, Water Filtration Plant.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from March 8, 2019 to March 7, 2020 in an amount not to exceed \$117,130.00.

- 2. 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.
- 3. 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.
- 4. INTEGRATION:** **Resolution #19-100** 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 with the City of Trenton, Department of Water & Sewer, Water Filtration Plant.
- 5. 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.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. 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.
 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 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
90 1/2 WEST BLACKWELL STREET
DOVER, NEW JERSEY 07801-3811
Seal: _____

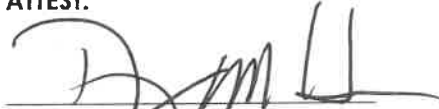
4/11/19
DATE

LAURA LAI-MINTEER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50099159
My Commission Expires 2/19/2024

Attest: Laura Lai-Minteer

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

ATTEST:



DWAYNE M. HARRIS
MUNICIPAL CLERK

4/12/19
DATE

CITY OF TRENTON



W. REED GUSCIORA, ESQ.
MAYOR

3-27-19
DATE

Introduction

The Trenton Water Works is a Division within the City of Trenton's Department of Public Works. The water utility provides water to the City of Trenton as well as four surrounding townships. The total population served is approximately 225,000.

The distribution system includes three booster stations, a 100 million-gallon reservoir, four 1 million-gallon water storage tanks, one 1.25 million-gallon standpipe, and one 0.6 million-gallon hydropillar.

The Delaware River is the source water for the Trenton Water Works.

Trenton Water Works operates a NJDEP certified laboratory.

Objectives

The objective of this RFP is to solicit technical and fee proposals from qualified consultants. These proposals are necessary to obtain the services of a consulting firm to manage the project.

Scope of Work

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, NJPDES, DPCC,

- TCPA DPR, LT2, 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 weekly technical support.
 13. Review compliance needs for future regulatory requirements and provide professional input for the appropriate actions to be taken by the utility.
 14. Provide updates to sampling plans and coordinate submissions/approvals with the NJDEP.
 15. Assess and create proposals for necessary additional sampling for process optimization.
 16. Provide necessary training or instruction for all new regulatory procedures.
 17. Prepare correspondences as required.
 18. Prepare regular activity reports for TWW management
 19. Be available for consultation off site and during off hours.
 20. Help with any customer inquiries or complaints.
 21. Conduct Jar testing twice a month for KMnO_4 demand testing or other jar testing, as warranted by change in water quality conditions or treatment process changes.
 22. 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.
 23. Sample, and arrange for the analysis of samples triggered by compliance requirements and report findings as expediently as possible.
 24. 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.
 25. Implement additional process sampling as required for compliance or as indicated for optimization of plant or distribution system operations.
 26. Provide field support process sampling for UDF or other projects where required with prior approval from TWW management for additional hours if necessary.
 27. Implement new testing protocols as required for new regulatory phases (RTCR, Radionuclide rules, etc).
 28. Provide all necessary reporting via E2 for Corrosion Control Plan, as well as the processing of monthly, semiannual and annual water quality parameter data.