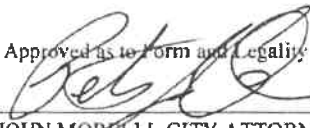


# RESOLUTION

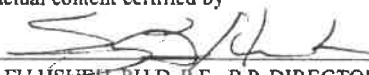
No. 19-166

Date of Adoption APR 18 2019

Approved as to Form and Legality:

  
JOHN MORELLI, CITY ATTORNEY

Factual content certified by

  
SHING-FU HSUEH, PH.D., P.E., P.P. DIRECTOR, WATER & SEWER

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 ET SEQ TO CDM SMITH, 110 FIELDCREST  
AVENUE #8 6<sup>TH</sup> FLOOR, EDISON, NEW JERSEY 08837 FOR THE LEAD ACO  
COMPLIANCE-CORROSION CONTROL, LEAD LINE SERVICE REPLACEMENT  
PROGRAM AND PUBLIC EDUCATION FOR THE CITY OF TRENTON  
IN AN AMOUNT NOT TO EXCEED \$1,931,739.00 CC2019-01**

**WHEREAS**, the City has a need for Professional Services for Lead ACO Compliance-Corrosion Control, Lead Line Service Replacement Program and Public Education for a period of Three (3) Years for the City of Trenton, Department of Water and Sewer; and

**WHEREAS**, a Competitive Contracting Request for Proposal was advertised, and one (1) proposal was received on February 28, 2019, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal received from CDM Smith, 110 Fieldcrest Avenue #8 - 6<sup>th</sup> Floor, Edison New Jersey 08837 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 \$1,931,739.00 shall be available in the following account number 09-05- -55-5500-899 for a period of three (3) years contingent upon the adoption of the FY'2019 temporary and or final budget.


**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton as follows:

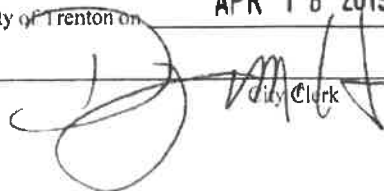
1. The Mayor is hereby authorized to enter into a contract with CDM Smith, 110 Fieldcrest Avenue #8 6<sup>th</sup> Floor, Edison New Jersey 08837 for The Lead ACO Compliance- Corrosion Control, Lead Line Service Replacement Program and Public Education in an amount not to exceed \$1,931,739.00 for a period of three (3) years for the City of Trenton, Department of Water and Sewer.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1(k)
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	<input checked="" type="checkbox"/>				MUSCHIAL	<input checked="" type="checkbox"/>				MCBRIDE	<input checked="" type="checkbox"/>			
CALDWELL	<input checked="" type="checkbox"/>				RODRIGUEZ	<input checked="" type="checkbox"/>								
WILSON	<input checked="" type="checkbox"/>													
HARRISON	<input checked="" type="checkbox"/>				VAUGHN	<input checked="" type="checkbox"/>								

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

**APR 18 2019**

  
Kathy McBride  
President of Council

  
City Clerk

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2019-01**  
**RESOLUTION 19-166**

**THIS CONTRACT**, made this **19TH** day of **APRIL 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 **CDM SMITH, 110 FIELDCREST AVENUE #8, 6TH FLOOR, EDISON, NEW JERSEY 08837** ("CONTRACTOR")

**WHEREAS**, the City has a need for **PROFESSIONAL SERVICES FOR LEAD ACO COMPLIANCE-CORROSION CONTROL, LEAD LINE SERVICE REPLACEMENT PROGRAM AND PUBLIC EDUCATION** for the City of Trenton, Department of Water & Sewer.

**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, 110 FIELDCREST AVENUE #8, 6TH FLOOR, EDISON, NEW JERSEY 08837** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water & Sewer.

**2. SCOPE OF SERVICES**

**SEE ATTACHED**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of period three (3) years in an amount not to exceed \$1,931,739.00 contingent upon the adoption of the FY'19, FY'2020, FY'2021 temporary budget.

**3. 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.


**4. 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.

**5. 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.

6. **INTEGRATION: Resolution #19-166** 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.
7. **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.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
9. **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,
- f. 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.
- g. 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.
- h. 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).
- i. 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

  
\_\_\_\_\_  
CDM SMITH  
110 FIELDCREST AVENUE #8, 6TH FLOOR  
EDISON, NEW JERSEY 08837

5/6/19  
\_\_\_\_\_  
DATE

Seal: \_\_\_\_\_

Attest: Paul Milligan / Clerk



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

ATTEST:  
  
\_\_\_\_\_  
DWAYNE M. HARRIS  
MUNICIPAL CLERK

CITY OF TRENTON  
  
\_\_\_\_\_  
W. REED GUSCIORA  
MAYOR

5/16/19  
\_\_\_\_\_  
DATE

5-16-19  
\_\_\_\_\_  
DATE

## II. SCOPE OF WORK

Trenton Water Works is seeking qualified engineering consulting firms to submit sealed proposals to provide the necessary services to comply with the requirements of ACO for Lead and Copper Rule compliance. Based on the current compliance and ACO deadlines, the scope of services are given below.

1. Continue to provide assistance with TWW's NJEIT loan application for Lead Service Replacement program.
  2. Continue to assist in the preparation of specifications for Lead Service Replacement
  3. Coordinate and provide support with inspection of the Lead Service Replacement Program
  4. Supervise the temporary and permanent Corrosion Control Treatment installation projects
  5. Assist in complying with the ACO requirement under Corrosion Control Treatment and deadline for installations.
  6. Assist in Sequential sampling programs implementation, both pre and post CCT implementation, including collecting data and preparing reports to be submitted to NJDEP.
  7. Assist TWW in complying with the Public Education requirements of the ACO.
  8. Assist TWW in the preparation of monthly status report to be submitted to NJDEP.
- Proposal shall include,

1. Details of engineering services to be provided under each category to comply with the ACO requirements and deadlines
2. Services to attend occasional meetings with NJDEP, City of Trenton officials and TWW project management team. Other services may include attending public meetings to explain TWW's Lead program.

### **MANDATORY PRE-PROPOSAL MEETING**

There shall be a mandatory pre proposal meeting on **December 20, 2018 at 10:00 AM** at Department of Water and Sewer, 333 Cortland Street, Trenton 08638 at which time further explanations and answers to questions shall be provided. Respondents are required to RSVP their attendance with Mrs. Kristin Epstein at [kepstein@trentonnj.org](mailto:kepstein@trentonnj.org).