

RESOLUTION

No 19-286

Date of Adoption JUN 20 2019

Approved as to Form and Legality

Factual content certified by


JOHN MORELLI, CITY ATTORNEY


DR. SHING-FU HSUEH, PH.D., P.E., P.P.

Councilman /woman _____ presents the following Resolution:

RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO VAN NOTE-HARVEY ASSOCIATES, INC., 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY 08540 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT AND PREPARATION OF THE 2019 CONSUMER CONFIDENCE REPORT IN AN AMOUNT NOT TO EXCEED \$16,700.00 -RFP2019-10

WHEREAS, the City has a need for Professional Engineering Services for the Development and preparation of the 2019 Consumer Confidence Report for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer; and

WHEREAS, a Request for Proposal was advertised and two (2) proposals were received on February 13, 2019, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Van Note-Harvey Associates, Inc., 103 College Road East, Princeton, New Jersey 08540 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 \$16,700.00 have been certified to be available in account number(s): 09-05- -55-5500-824-008 contingent, upon temporary and/or final budget for FY'19 and FY'20


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

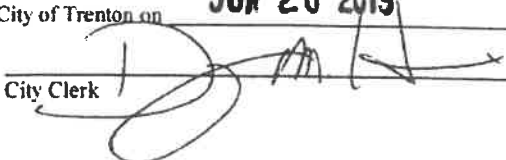
1. The Mayor is hereby authorized to enter into a contract with Van Note-Harvey Associates, Inc., 103 College Road East, Princeton, New Jersey 08540 for Professional Engineering Services for the Development and Preparation of the 2019 Consumer Confidence Report in an amount not to exceed \$16,700.00 for a period of one (1) year for the City of Trenton, Department of Water & Sewer.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
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	✓													
HARRISON	✓				VAUGHN	✓								

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

JUN 20 2019


President of Council


City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-10
RESOLUTION 19-286**

THIS CONTRACT, made this 21st day of JUNE 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 **VAN NOTE-HARVEY ASSOCIATES, INC., 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY 08540**("CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT AND PREPARATION OF THE 2019 CONSUMER CONFIDENCE REPORT** for the City of Trenton, Department of Water & Sewer.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT AND PREPARATION OF THE 2019 CONSUMER CONFIDENCE REPORT** for the City of Trenton, Department of Water & Sewer 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 FOR THE DEVELOPMENT AND PREPARATION OF THE 2019 CONSUMER CONFIDENCE REPORT for the City agrees to retain **VAN NOTE-HARVEY ASSOCIATES, INC., 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY 08540** ("the request of and under the general supervision of the City of Trenton, Department of Water & Sewer.

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 June 20, 2019 to June 21, 2020 in an amount not to exceed \$16,700.00 contingent upon FY'2020 temporary and final budget.

- 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 #19-286** 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 Public Works.


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.

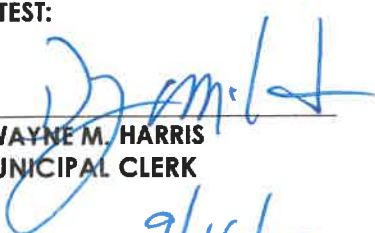
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative 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



AGHA HASAN
 VAN NOTE-HARVEY ASSOCIATES, INC.,
 103 COLLEGE ROAD EAST
 PRINCETON, NEW JERSEY 08540

072219
 DATE

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
9/16/19
 DATE

CITY OF TRENTON

 W. REED GUSCIORA, ESQ.
 MAYOR
9.13.19
 DATE

Introduction

The Trenton Water Works services approximately 220,000 customers within its distribution system of the City of Trenton and portions of the surrounding communities of Hamilton Township, Hopewell Township, Ewing Township, and Lawrence Township. The 1996 Safe Drinking Water Act Amendments require that community water systems provide customers with an annual report on quality of the drinking water. As such, The Trenton Water Works is required to complete the (CCR) Consumer Confidence Report in accordance with the regulations as set forth by the EPA.

Objectives

The objective of this Request for Proposal is to solicit technical and fee proposals from qualified firms. These proposals are necessary to obtain the services of a consulting firm that would provide services to develop and prepare the Consumer Confidence Report. The Trenton Water Works has adopted a format for the document. A copy of the 2018 Report is attached for your use in preparing the response to this RFP.

Scope of Work

1. The consultant shall be required to demonstrate that they have a thorough understanding and knowledge of the current State of New Jersey and Federal regulation. The consultant shall prepare the CCR report for Trenton Water Works in order to fulfil all the requirements of the regulation. The consultant shall be responsible for providing an electronic editable form of the CCR report for both the review documents and the final approved version.
2. Proposals that deviate by reducing tasks listed in the scope of work may be considered non-compliant and therefore may not be considered.
3. Develop a timeline in accordance with the work described in the scope of work. Completion of the report by the consultant and submittal of document in a format for printing shall be done within three (3) months of the issuance of the purchase order or **May 13, 2019**, whichever is first.
4. The consultant shall provide a data management plan that will organize and assimilate data as well as collect the necessary data for the purpose of publishing the report. This shall include, but is not necessarily limited to, the compilation of maps, flow charts, and any other necessary information. The Trenton Water Works laboratory data shall be provided in a manual/hard copy form and therefore the consultant shall be responsible for the conversion of the manual data to electronic.

5. Provide no less than 3 possible color schemes for the report to the Trenton Water Works coordinator for consideration.
6. Provide no less than 3 possible layouts of the photographs, graphics and text for the report to the Trenton Water Works coordinator for consideration.
7. Prepare the report according to the guidelines set forth by the EPA regulation and the NJDEP Regulation for the CCR in conjunction with the Trenton Water Works coordinator.
8. Prepare mailing list from data given from TWW's billing data. Mailing list to be generated to afford mail optimization.
9. Attend meetings for project kick-off, at critical points in the preparation of the report, monthly and then as the need arises.
10. Review and participate in the selection and editing of pictures and text of the report including historical information, project status, etc.
11. The consultant shall incorporate the Lead and Copper Report public education (PE) regulation requirements as per the appropriate NJDEP language requirements.
12. The consultant shall include any required information with regards to exceeding the DBP levels for the Running Annual Average (LRAA) results of Total Trihalomethanes (TTHMs) and/or Haloacetic Acids (HAA5), and/or required actions that are required to comply with state or federal mandates.
13. Consultant may be required to prepare additional Public Notification Requirements to meet Tier 3 reporting to be included in CCR.
14. Consultant shall be required to assist with the preparation, completion and submittal of the Consumer Confidence Report (CCR) Certification Form to the NJDEP.