

20-429

# RESOLUTION

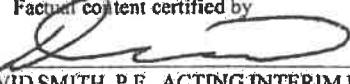
No. \_\_\_\_\_

Date of Adoption AUG 06 2020

Approved as to Form and Legality

  
JOHN MORELLI CITY ATTORNEY

Factual content certified by

  
DAVID SMITH, P.E., ACTING INTERIM DIRECTOR OF  
WATER AND 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 A-20.4 ET SEQ., TO CDM SMITH, INC. IN AN AMOUNT NOT TO EXCEED \$1,699,724.00 RFP2020-34

WHEREAS, the City has a need for Engineering and Consulting Services for the Lead Line Replacement Program – Phase 2 for a period of one (1) year for the City of Trenton, Department of Water and Sewer; and

WHEREAS, a request for proposal was advertised, and five (5) proposals were received on July 22, 2020 and was 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, #8 6<sup>th</sup> 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

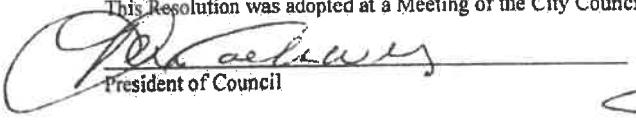
WHEREAS, funds in an amount not to exceed \$1,699,724.00 have been certified to be available in the following capital account number(s): C-06-20-55-027A-300 from August 7, 2020 to August 6, 2021; and

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, #8 6<sup>th</sup> floor, Edison, New Jersey 08837 for Engineering and Consulting Services for the Lead Line Replacement Program – Phase 2 in an amount not to exceed \$1,699,724.00 for a period of one (1) year 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:11-5.
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					MCBRIDE					VAUGHN				
CALDWELL					MUSCHAL									
WILSON					RODRIGUEZ									
HARRISON														

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on AUG 06 2020

  
President of Council

  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2020-34  
RESOLUTION 20-429**

**THIS CONTRACT**, made this **6<sup>TH</sup>** day of **AUGUST 2020** 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, #8, 6<sup>TH</sup> FLOOR, EDISON, NEW JERSEY 08837** (CONTRACTOR").

**WHEREAS**, the City has a need for **ENGINEERING AND CONSULTING SERVICES FOR THE LEAD LINE REPLACEMENT PROGRAM-PHASE 2** for the City of Trenton, Department of Water and Sewer.

**WHEREAS**, Contractor agrees to provide **ENGINEERING AND CONSULTING SERVICES FOR THE LEAD LINE REPLACEMENT PROGRAM-PHASE 2** for the City of Trenton, Department of Water and 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:

**ENGINEERING AND CONSULTING SERVICES FOR THE LEAD LINE REPLACEMENT PROGRAM-PHASE 2** for the City agrees to retain **CDM SMITH, INC., 110 FIELDCREST AVENUE, #8, 6<sup>TH</sup> FLOOR, EDISON, NEW JERSEY 08837** ("the request of and under the general supervision of the City of Trenton, Department of Water and 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 August 7, 2020 to August 6, 2021 in an amount not to exceed \$1,699,724.00.

- 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 #20-429** 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 and Sewer.
- 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:**

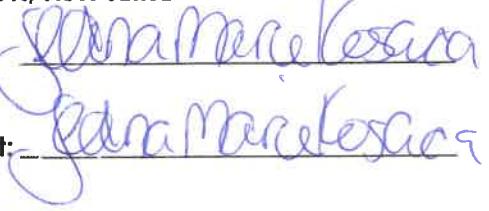
- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action 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

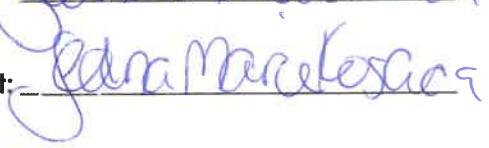
furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

  
\_\_\_\_\_  
CDM SMITH, INC.,  
110 FIELDCREST AVENUE, #8, 6<sup>TH</sup> FLOOR  
EDISON, NEW JERSEY 08837

Seal: 

Attest: 

  
\_\_\_\_\_  
DATE

JEANA MARIE KOSCICA  
Notary Public, State Of New Jersey  
My Commission Expires  
April 1, 2021

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

ATTEST:

  
\_\_\_\_\_  
MUNICIPAL CLERK

CITY OF TRENTON

  
\_\_\_\_\_  
W. REED GUSCIORA, ESQ.

MAYOR

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DATE

The general plan for the phasing of the overall LSLRP is as follows:

**Phase 1** : March 2018 – February 2021 (\$27M total budget; about 4,000 addresses: 3850 replacements, 150 physical verifications, design and installation of corrosion control treatment)

**Phase 2** : July 2020 – February 2022 (\$25M total budget; about 5,000 addresses: 4,500 replacements, 500 physical verifications)

**Phase 3** : April 2021 – March 2022 (\$15M total budget; about 3,000 addresses: 2,700 replacements, 300 physical verifications)

**Phases 4 - 6**: July 2021 – December 2024 (\$98M total budget; about 24,700 addresses: 17,000 replacements, 7,700 physical verifications)

## II. SCOPE OF WORK

TWW is seeking qualified engineering consulting firms to submit proposals to provide the professional services for the successful completion of TWW's LSLRP Phase 2 and Phase 3. Note that Phase 3 services shall cover the project needs up to and including bid phase services. Phase 3 construction phase services will be solicited by TWW under a future RFP once the financing of this project phase becomes more certain. All work performed shall comply with the Lead and Copper Rule (LCR) requirements. The scope of services is given below. All project deliverables should be provided to TWW in editable format for their future use as property of TWW.

1. Provide assistance with TWW's loan and grant applications for the LSLRP,
2. Provide assistance with grant applications,
3. Provide project planning support,
4. Provide construction bid services,
5. Coordinate and provide construction management services,
6. Write draft reports for the NJDEP,
7. Manage inventory and project data through ArcGIS,
8. Assist TWW with public communication and outreach,