

# RESOLUTION

21-577

No.

Date of Adoption

JANUARY 4, 2022

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

MARK LAVENBERG, DIRECTOR OF WATER & SEWER

Councilman /woman

CALDWELL - WILSON

presents the following Resolution:

**RESOLUTION AUTHORIZING A THREE (3) YEAR LICENSE AGREEMENT  
WITH OW INVESTORS LLC D/B/A/MARS COMPANY TO CONTINUE TO  
PROVIDE EQUIPMENT, HARDWARE AND SOFTWARE MAINTENANCE FOR  
THE WATER METER TEST BENCH SYSTEM WITHIN THE CITY OF TRENTON  
FOR AN AMOUNT NOT TO EXCEED \$38,340.00 PER YEAR - BID2019-03**

WHEREAS, Resolution #19-144 adopted on April 4, 2019, awarded a contract to OW Investors LLC D/B/A/ Mars Company, 3925 SW 13<sup>TH</sup> Street, Ocala, Florida, 34474 for the furnish, delivery and installation of Water Meter Test Bench System (M3 Software Package) within the City of Trenton for a period of one (1) year in an amount not to exceed \$511,194.43; and

WHEREAS, Mars Company is the only manufacturer who produces the Water Work's Meter Test Bench System computer driven high-speed equipment and turnkey installation package. Mars Company is the sole source company that can provide services and technical support to the Trenton Water Test Bench System. The specifications on BID2019-03 included upgrade capabilities and renewable options for the water test bench computer system software licenses; and

WHEREAS, it is in the best interest of the City of Trenton to authorize a three (3) year license agreement to OW Investors LLC D/B/A/ Mars Company, 3925 SW 13<sup>TH</sup> Street, Ocala, Florida, 34474 to continue to provide equipment, hardware, and software maintenance of all products pertaining to the water meter test bench system. The water meter test bench system will not be responsive to any other representative; and

WHEREAS, funds in an amount not to exceed \$115,020.00 for a period of three (3) years at \$38,340.00 per year have been certified to be available in the following account numbers: TY'2021 (\$38,340.00) and CY'22 (\$38,340.00) 2-05- -55-5500-837-005 and CY'23 (\$38,340.00) 3-05- -55-5500-837-005 contingent upon the adoption of the temporary and or final budget. The City of Trenton shall award this contract for a period of three (3) years from date of award.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a three (3) year license agreement with OW Investors LLC D/B/A/ Mars Company, 3925 SW 13<sup>TH</sup> Street, Ocala, Florida, 34474 for the City of Trenton, Department of Water and Sewer, Water Meter Shop for the said purposes in the manner prescribed by law.

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

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

JANUARY 4, 2022

Kathy McDonald  
President of Council

Mr. 1  
City Clerk

AGREEMENT  
CITY OF TRENTON, NEW JERSEY

BID2019-03

RES. NO. 21-577

**A THREE (3) YEAR LICENSE AGREEMENT TO CONTINUE TO PROVIDE EQUIPMENT,  
HARDWARE AND SOFTWARE MAINTENANCE FOR THE WATER METER TEST BENCH SYSTEM  
WITHIN THE CITY OF TRENTON  
AWARDED TO OW INVESTORS LLC D/B/A MARS COMPANY**

This Agreement, entered into this 2<sup>nd</sup> Day of JANUAR 2022 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and OW INVESTORS LLC D/B/A MARS COMPANY, 3925 SW 13<sup>th</sup> STREET, OCALA, FLORIDA 34474 (Contractor"), witnesseth that:

**WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$115,020.00 FOR A PERIOD OF THREE (3) YEARS AT \$38,340.00 PER YEAR FROM DATE OF AWARD.****

**FIRST.** A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO OW INVESTORS LLC D/B/A MARS COMPANY,  
3925 SW 13<sup>th</sup> STREET, OCALA, FLORIDA 34474 FOR A THREE (3) YEAR LICENSE AGREEMENT TO CONTINUE TO  
PROVIDE EQUIPMENT, HARDWARE AND SOFTWARE MAINTENANCE FOR THE WATER METER TEST BENCH SYSTEM  
WITHIN THE CITY OF TRENTON  
FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER,  
WATER METER SHOP**

**B. The contract shall submit with contracts with the following:  
UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND.** The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD.** The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH.** In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

**FIFTH.** This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (N.J.S.A. 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workers as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of

1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

## **CITY OF TRENTON**

Attest: Penelope S. Edwards Carter Municipal Clerk  
Mathew H. Conlon, BMC W. Reed Gusciola, Esq. Mayor  
Municipal Clerk  
PENLOPE S. EDWARDS - CARTER ASST MUNICIPAL CLERK  
29 March 2022 3-29-22  
Date Date

and

OW INVESTORS LLC D/B/A MARS COMPANY, 3925 SW 18<sup>TH</sup> STREET, OCALA, FLORIDA 34474

Attest: \_\_\_\_\_  
Secretary

President

---

Date

## **I. INTRODUCTION**

### **A. THIS IS A BID REQUEST FOR TWO WATER METER TEST BENCHES.**

The City of Trenton requests sealed bids from companies to uninstall and dispose of two old existing meter test benches and installation of new meter test benches and all equipment needed to test water meters from sizes 5/8" to 8". The smaller test bench shall have the capability to test meters from 5/8" through 2" and the larger test bench shall test meters from 2" through 8". The bid shall include the installation of a recirculation system.

### **B. BACKGROUND**

In the early 1990's the Trenton Water Works Facility located at 333 Cortland St., Trenton, NJ 08638, was constructed with a Ford Meter Test Bench. Since that time we have added Pneumatic parts to it. We have been experiencing problems with the test bench, and need a qualified and licensed contractor to update Trenton Water Works (TWW) way of testing our meters and retrieve testing information. We need to test meters by Board of Public Utility (BPU) standards and also need to provide access to the State of NJ Office of Weights and Measures for them to check our calibrations.

## **II. SCOPE OF WORK**

### **C. The qualified company should provide a bid for Installation and Calibrations of Meter Test Bench as follows:**

1. Removal and disposal of existing test benches
2. Installation of Benches and Tanks and Parts
3. Installation of Recirculation System
4. Plumbing installation of new test benches and recirculation system
5. Calibration of Tanks and Sensors
6. Installation of system software/hardware
7. Testing and Calibration of Benches
8. Training for TWW employees on Test Benches and Software

## D. SPECIFICATIONS FOR TEST BENCHES & RECYCLING SYSTEM

### Small Test Bench

The small meter bench shall be constructed to work independently and concurrently from the other bench.

a) The bench can test:

- o Up to ten (10) 1 1/2" meters, or
- o Up to ten (10) 2" meters, or
- o Additional carrier bars and adapters shall be provided to support:
  - Up to (24) 5/8" x 3/4" through 1" meters

b) Measuring tanks shall be:

- o 10/100 (1 cuft /10cuft) duplex stainless steel calibrated test tank (10-gallon tank resides inside the 100-gallon tank).
- o 10 gallon / 1cu.ft. stainless steel calibrated test tank (for Ultra Low Flow)
- o System is designed to hold pressures to 150 PSI
- o The test bench shall be configured for the TWW application and test meters from 5/8" x 3/4" through 2"; this equates for the support of flow rates as outlined in the AWWA M6 Manual from 1/4 GPM though 100+ GPM.

### The Large Test Bench

The large meter bench shall be constructed to work independently and concurrently from the other benches.

c) The large meter test bench must be capable of testing:

- o 3" – two (2) or (3) at a time
- o 4" – two (2) or (3) at a time
- o 6" – one (1) at a time
- o 8" – one (1) at a time
- o A number of spool pieces with straightening vanes to reduce disturbance (turbulence) must be included. Tanks for the large meter bench shall be:

- o 1000 gallon / 100 cuft. stainless steel calibrated test tank
- o 10/100 (1 cuft./10 cuft.) duplex stainless steel calibrated test tank (10-gallon tank resides inside the 100-gallon tank)
- o The meters shall be coupled together using a hydraulic clamping system. Locations for bolts shall be available to couple the meters with the spools for additional safety.

f) The large meter test bench shall be configured to test meters from 3" through 8".

### **The Recycling System**

The system shall be designed to operate both (2) testbenches concurrently.

It shall have a 2000 Gallon Polyethylene Tank.

Pumps shall be located in the same room, to be shown in the required site visit.

### **Computer System**

Software and Hardware shall be provided for each test bench separately. Including a PC with keyboard, mouse and touch screen monitor

Software shall be compatible with TWW computer information system  
A data base for record keeping and management shall be implemented

Upgrade capabilities

At least one year software licenses with renewable options

Equipment shall be certified/calibrated TWW use.

## **III. BID FORMAT AND CONTENT**

### **D. FEE BID**

Support the lump sum total by furnishing estimates of all labor, tools, equipment, and parts to perform planned service, testing and inspections for each task.

## **IV. MANDATORY SITE VISIT AND PRE-BIDMEETING**

- o In order for Contractors to be familiarized with the Trenton Water Works Test Bench, prior to submitting their bids; interested bidders shall attend a mandatory site visit and pre-bid meeting scheduled for JANUARY 8, 2019 AT 10:00AM located at Trenton Water Works Facility at 333 Courtland St, Trenton, NJ 08638.
- o Failure to attend the site visit/pre-bid meeting shall be considered disqualified from bid submittal.
- o Awarded Bidder shall provide a shop drawing showing test bench and tanks layout for approval prior to installation.
- o All required permits shall be obtained by awarded Contractor
- o O&M manuals shall be supplied by the awarded Contractor
- o The awarded Contractor shall be responsible for maintaining a safe working environment

**V. TRENTON WATER WORKS WILL BE RESPONSIBLE FOR**

- o Providing the required electrical connections for the operation of the test benches and the recycling equipment.

# RESOLUTION

No. 19-144

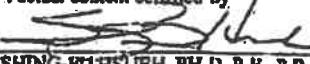
Date of Adoption

APR 04 2019

Approved as to Form and Legality

  
JOHN MORELLI, CITY ATTORNEY

Factual content certified by

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

Councilwoman 

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO  
OW INVESTORS LLC D/B/A MARS COMPANY, 3925 SW 13<sup>TH</sup> STREET, OCALA,  
FLORIDA 34474 FOR FURNISH, DELIVERY & INSTALLATION OF WATER METER  
TEST BENCH WITHIN THE CITY OF TRENTON IN AN AMOUNT NOT TO EXCEED  
\$511,194.43- BID2019-03**

WHEREAS, one (1) sealed bids were received on January 23, 2019, for Furnishing, Delivery and Installation of Water Meter within the City of Trenton for a Period of One (1) Year for the Department of Water and Sewer; and

WHEREAS, sole bid of, OW Investors LLC d/b/a Mars Company, 3925 SW 13<sup>TH</sup> Street, Ocala, Florida 34474 made pursuant to advertisement, be and is hereby accepted, as the legally lowest, responsive, responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$511,194.43 for items#1-6 for a period of one (1) year have been certified to be available in the following capital account number(s): C-06-13-55-A19D-398 (\$255,597.22) and C-06-18-55-031A-003 (255,597.21) FY'2019 and.

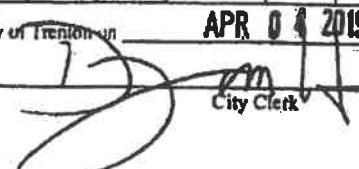
NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with OW Investors LLC d/b/a Mars Company, 3925 SW 13<sup>TH</sup> Street, Ocala, Florida 34474 for Furnishing, Delivery and Installation of Water Meter within the City of Trenton for the Department of Water and Sewer for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	/				MUSCHAL.	/				MCBRIE	/			
CALDWELL WILSON	/				RODRIGUEZ	/	/							
HARRISON	/				VAUGHN	/								

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

APR 04 2019

  
President of Council

  
City Clerk

**CITY OF TRENTON, NEW JERSEY**

**BID2019-03**

**RES. NO. 19-144**

**PREVAILING WAGE APPLIES**

This Agreement, entered into this 5<sup>TH</sup> Day of APRIL 2019 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and OW INVESTORS LLC D/B/A MARS COMPANY, 3925 SW 13<sup>TH</sup> STREET, OCALA, FLORIDA 34474 (Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$511,194.43 FOR ITEMS#1-6.**

**FIRST**, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO OW INVESTORS LLC D/B/A MARS COMPANY, 3925 SW 13TH STREET, OCALA, FLORIDA 34474 FOR FURNISH, DELIVERY AND INSTALLATION OF WATER METER TEST BENCH WITHIN THE CITY OF TRENTON FOR THE DEPARTMENT OF WATER AND SEWER**

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND REQUIRED WITH SIGNED CONTRACTS**

below in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND**. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD**. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH**. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, If Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

**FIFTH**. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only. "Dispute Resolution Procedures" (N.J.S.A. 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. [N.J.A.C. 13:6-1.1]

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:   
Dwayne M. Harris  
Municipal Clerk

Date

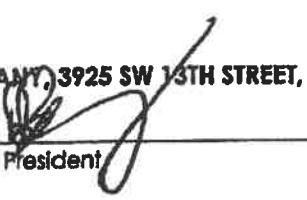
  
W. Reed Gusclora, Esq., Mayor

Date

and

OW INVESTORS LLC DBA: A MARS COMPANY, 3925 SW 13TH STREET, OCALA, FLORIDA 34474

Attest:   
Secretary

  
President

Date

## **I. INTRODUCTION**

### **A. THIS IS A BID REQUEST FOR TWO WATER METER TEST BENCHES.**

The City of Trenton requests sealed bids from companies to uninstall and dispose of two old existing meter test benches and installation of new meter test benches and all equipment needed to test water meters from sizes 5/8" to 8". The smaller test bench shall have the capability to test meters from 5/8" through 2" and the larger test bench shall test meters from 2" through 8". The bid shall include the installation of a recirculation system.

## **B. BACKGROUND**

In the early 1990's the Trenton Water Works Facility located at 333 Cortland St., Trenton, NJ 08638, was constructed with a Ford Meter Test Bench. Since that time we have added Pneumatic parts to it. We have been experiencing problems with the test bench, and need a qualified and licensed contractor to update Trenton Water Works (TWW) way of testing our meters and retrieve testing information. We need to test meters by Board of Public Utility (BPU) standards and also need to provide access to the State of NJ Office of Weights and Measures for them to check our calibrations.

## **II. SCOPE OF WORK**

### **C. The qualified company should provide a bid for Installation and Calibrations of Meter Test Bench as follows:**

1. Removal and disposal of existing test benches
2. Installation of Benches and Tanks and Parts
3. Installation of Recirculation System
4. Plumbing installation of new test benches and recirculation system
5. Calibration of Tanks and Sensors
6. Installation of system software/hardware
7. Testing and Calibration of Benches
8. Training for TWW employees on Test Benches and Software

## D. SPECIFICATIONS FOR TEST BENCHES & RECYCLING SYSTEM

### Small Test Bench

The small meter bench shall be constructed to work independently and concurrently from the other bench.

a) The bench can test:

- o Up to ten (10) 1 1/2" meters, or
- o Up to ten (10) 2" meters, or
- o Additional carrier bars and adapters shall be provided to support:
  - Up to (24) 5/8"x3/4" through 1" meters

b) Measuring tanks shall be:

- o 10/100 (1 cuft /10cuft) duplex stainless steel calibrated test tank (10-gallon tank resides inside the 100-gallon tank).
- o 10 gallon / 1cu.ft. stainless steel calibrated test tank (for Ultra Low Flow)
- o System is designed to hold pressures to 150 PSI
- o The test bench shall be configured for the TWW application and test meters from 5/8"x3/4" through 2"; this equates for the support of flow rates as outlined in the AWWA M6 Manual from 1/4 GPM though 100+ GPM.

### The Large Test Bench

The large meter bench shall be constructed to work independently and concurrently from the other benches.

c) The large meter test bench must be capable of testing:

- o 3" – two (2) or (3) at a time
- o 4" – two (2) or (3) at a time
- o 6" – one (1) at a time
- o 8" – one (1) at a time
- o A number of spool pieces with straightening vanes to reduce disturbance (turbulence) must be included. Tanks for the large meter bench shall be:

- o 1000 gallon / 100 cuft. stainless steel calibrated test tank
- o 10/100 (1 cuft./10 cuft.) duplex stainless steel calibrated test tank (10-gallon tank resides inside the 100-gallon tank)
- o The meters shall be coupled together using a hydraulic clamping system. Locations for bolts shall be available to couple the meters with the spools for additional safety.

f) The large meter test bench shall be configured to test meters from 3" through 8".

### **The Recycling System**

The system shall be designed to operate both (2) testbenches concurrently.

It shall have a 2000 Gallon Polyethylene Tank.

Pumps shall be located in the same room, to be shown in the required site visit.

### **Computer System**

Software and Hardware shall be provided for each test bench separately.  
Including a PC with keyboard, mouse and touch screen monitor

Software shall be compatible with TWW computer information system  
A data base for record keeping and management shall be implemented

Upgrade capabilities

At least one year software licenses with renewable options

Equipment shall be certified/calibrated TWW use.

## **III. BID FORMAT AND CONTENT**

### **D. FEE BID**

Support the lump sum total by furnishing estimates of all labor, tools, equipment, and parts to perform planned service, testing and inspections for each task.

## **IV. MANDATORY SITE VISIT AND PRE-BIDMEETING**

- o In order for Contractors to be familiarized with the Trenton Water Works Test Bench, prior to submitting their bids; interested bidders shall attend a mandatory site visit and pre-bid meeting scheduled for JANUARY 8, 2019 AT 10:00AM located at Trenton Water Works Facility at 333 Courtland St, Trenton, NJ 08638.
- o Failure to attend the site visit/pre-bid meeting shall be considered disqualified from bid submittal.
- o Awarded Bidder shall provide a shop drawing showing test bench and tanks layout for approval prior to installation.
- o All required permits shall be obtained by awarded Contractor
- o O&M manuals shall be supplied by the awarded Contractor
- o The awarded Contractor shall be responsible for maintaining a safe working environment

**V. TRENTON WATER WORKS WILL BE RESPONSIBLE FOR**

- o Providing the required electrical connections for the operation of the test benches and the recycling equipment.