CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2023-02
RESOLUTION NO.#23-273
PROVIDE DESIGNING, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR MAJOR UPGRADES AT THE CENTRAL PUMPING STATION FOR THE DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT AWARDED TO JACOBS ENGINEERING GROUP INC.

THIS CONTRACT, made this **14TH** day of **JUNE 2023** 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 **JACOBS ENGINEERING GROUP INC., 299 MADISON AVENUE, P.O. BOX 1936, MORRISTOWN, NEW JERSEY 07962**("CONTRACTOR)

WHEREAS, the City has a need **FOR DESIGNING, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR MAJOR UPGRADES AT THE CENTRAL PUMPING STATION** for the City of Trenton, Department of Water and Sewer, Filtration Plant.

WHEREAS, Contractor agrees to provide **DESIGNING, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR MAJOR UPGRADES AT THE CENTRAL PUMPING STATION** in the 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 **JACOBS ENGINEERING GROUP INC., 299 MADISON AVENUE, P.O. BOX 1936, MORRISTOWN, NEW JERSEY 07962** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water and Sewer, Filtration Plant.

2. **SCOPE OF SERVICES**

SEE SCOPE OF SERVICES SECTION

3. **DURATION OF THE CONTRACT:**
This contract shall remain in full force and effect for a period of four (4) years from **JUNE 14, 2023, TO JUNE 13, 2027,** in an amount not to exceed **$674,573.00.**

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 #23-273** 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 Administration.

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

JACOBS ENGINEERING GROUP INC.
299 MADISON AVENUE, P.O. BOX 1936
MORRISTOWN, NEW JERSEY 07962

8/9/23
DATE

Seal: _____

Attest: _____
Asst. Corp. Sec.

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

ATTEST:

MUNICIPAL CLERK

8/22/23
DATE

CITY OF TRENTON

W. REED GUSCIORA
MAYOR

8.22.23
DATE

G. Anticipated Schedule

The ACO paragraph 17. M requires the Pennington Reservoir project to be completed by April 2026. TWW must upgrade the CPS prior to take Pennington Reservoir offline. As such, TWW requires the CPS upgrade must be completed by December 2025. However, this target date seems unreachable due to delay in project approval process. The anticipated date to complete the upgrading of CPS (including design and construction) is four (4) years. We anticipate it to be complete upgrading CPS in December 2026.

II. SCOPE OF WORK

The following details the scope of work to be performed by the Proposer:

Task 1: Design/Permitting Services:

a. Data Collection and Document Review: Perform site visitation, collect data, and review historical document. Perform data review and analysis to form basis of design. The following data is available:
   - CPS water pumping data
   - WFP water production data

b. Design Memorandum: Prepare and submit a design memorandum. The document shall include project design data which will be utilized in the development of drawings and specifications. This would include quantities, capacities, rates, and all other pertinent design criteria for each specific section presented in the Design Scope. The Consultant shall convey their logic in sizing facilities and selecting equipment. The Design Memorandum shall include:

   - Alternative(s) in addition to the recommended option
   - Operational sequencing
   - Construction sequencing
   - Justification for the recommended solution
   - Construction and operational cost comparison for each option considered
   - Cost evaluation the projected increase/reduction in operational cost to existing conditions.

   Consultant shall also add additional information to the memorandum when appropriate to ensure that all critical design parameters are reviewed and agreed to by TWW before initiating detailed design and drafting. It will be necessary for the Consultant to interface closely with TWW in developing the Design Memorandum

The Design Memorandum shall also evaluate how the proposed CPS improvements will respond to changing operational conditions following the installation of the Phase I and Phase II Water Storage Tanks. Two (2) tank sites are selected, and negotiations are underway to procure sites for Phase 2 tanks. The selected consultant will be notified when proposed Phase II tank sites are acquired and concept document for tanks sizing and operation will be provided when available. TWW will provide the successful firm excess the hydraulic model developed previously to assist them in their design efforts and come up and present the best-case scenario

c. Plans/Specs: Provide detailed design and technical specifications for the project at 30%, 60% and 95% design document. Design efforts shall include all necessary disciplines include, but shall not be limited to, site/civil, structural, architectural, mechanical, instrumentation and control, electrical, etc. Incorporate Trenton Water Works' comments into the final plans and specifications. The engineering services shall include an allowance for up to 15 copies of final plans and specifications with all applicable City documents incorporated

d. Permitting: Identify, prepare, and submit all permit application as required. Engineer shall pay for all permit application fee to be reimbursed by the Owner at their direct cost without markup. Permit fees shall be excluded from the proposal fee

e. New Jersey Water Bank (NJiBank) Application/Support: TWW intends to seek NJiBank funding for this project. Prepare and submit loan application and pertaining documents to the NJiBank for the work and provide loan support throughout the course of the project

f. Design Phase Meetings: Consultant shall coordinate and attend a kickoff meeting and design review meetings at 30%, 60% and 95% design. Assume meetings will be held at TWW's Filtration Plant or TWW's HO.

Task 2: Bid Services:

a. Provide written responses to all properly submitted questions or requests for clarifications submitted by prospective bidders. Review all bids found non-defective by the City of Trenton and evaluate bidder's experience, ability to perform work and any other relevant aspect of bid

b. Prepare pre-bid meeting agenda, attend pre-bid meeting and prepared meeting minutes

c. Provide bid addenda documentation, as required

d. Prepare a bid tabulation report that includes a summary of bids and the results of the review and evaluation noted above and perform background checks of the bidder

e. Deliver to TWW three paper copies and an electronic (pdf) copy of the bid tabulation report.

Task 3: Construction Phase Engineering Services:

a. Provide construction period services. Service include but shall not be necessarily limited to, shop drawings review, respond to contractor's request for information (RFIs) and request for clarifications (RFCs), contractor payment requisitions review and validation, preparation of construction activity summary reports, scheduling, attending and providing agenda and meeting minutes for a pre-construction meetings (2 total) and monthly progress meetings; contractor change orders (COs) evaluation, if determined to be required after review by duly authorized Trenton Water Works personnel, preparing the necessary documents to process the change order request, bypass pumping line and system design, if required

b. Provide daily resident engineering/inspection services to evaluate and document Contractor's methods and workmanship in conformance with the contract. For purposes of this proposal, firms are to allocate a total of 750 hrs. for resident inspection

c. Furnish five (5) final hardcopies of the operations manual, maintenance manual, and SOP's. Also furnish one electronic set that includes a PDF of all documents

d. Furnish 5 final hardcopy "As-Built" drawings, a PDF version, and an AutoCAD LT 2009 (or older) version. Bid document utility drawing will be provided in AutoCAD format upon request

e. Allowance: The Firm shall provide an allowance in the amount of $70,000 for unforeseen and miscellaneous services as requested by TWW that are outside of the tasks discussed above. The amount shall be used to cover such services in event TWW finds it deemed necessary.

Task 4: Environmental Survey and Sampling

Conduct an environmental survey of the CPS facility area for asbestos, lead based–paint, and PCBs and
provide the required certifications and a summary report as follows:

a. Asbestos Testing – A state certified asbestos inspector to inspect CPS for suspect asbestos containing materials and collect representative bulk samples for asbestos analyses. Asbestos samples shall be analyzed for asbestos in accordance with New Jersey State regulations, any samples

b. Lead Based Paint Testing – A United States Environmental Protection Agency certified lead-based paint inspector shall inspect the CPS areas for suspect lead-based paint materials and collect representative paint-chip samples for lead analysis. Locations and quantities with recommendations shall be prepared in the report that includes analytical data. Based on the data collected, make recommendations for the contractor's compliance of Lead in Construction Standards associated with OSHA during demolition activities

c. PCB Testing – A qualified environmental scientist will inspect CPS for suspect polychlorinated biphenyl contaminated fluorescent light ballasts (FLBs); caulking, coatings, & sealants; specialty paints; adhesives; ceiling tiles; acoustic boards; to collect representative samples for PCB analysis. Locations and quantities with recommendations shall be included in the report.

The data obtained during this Task shall be reviewed during the design phase to determine requirements for environmentally safe disposal of contaminated material, if found any. A copy of the Report shall be provided to TWW for record and included in the contract documents

Task 5: Smart Lighting

All interior and exterior lights and emergency lights, fixtures, and controls are required to be replaced with smart energy efficient LED lights fixtures and controls according to hazard area classification. Consultant to include fixture replacement schedule and fixture specifications.

RESOLUTION No. 23-273

Date of Adoption JUN 13 2023

Approved as to Form and Legality

WESLEY BRIDGES, ESQ. CITY ATTORNEY

Factual content certified by

SEAN SEMPLE, ACTING 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 TO JACOBS ENGINEERING GROUP INC., FOR DESIGNING, BIDDING, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR MAJOR UPGRADES AT THE CENTRAL PUMPING STATION FOR A PERIOD OF FOUR (4) YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED $674,573.00 – CC2023-02

WHEREAS, the City of Trenton, Department of Water and Sewer, Water Filtration Plant, has a need for designing, bidding, and construction phase engineering services for major upgrades at the central pumping station for a period of four (4) years from date of award; and

WHEREAS, a request for competitive contracting proposal was advertised in accordance with N.J.S.A. 19:44A-20.4 et seq, and five (5) proposals were received on February 16, 2023, at 11:00am in the Division of Purchasing, and were evaluated by the evaluation committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Jacobs Engineering Group, Inc., 299 Madison Avenue P.O. Box 1936, Morristown, New Jersey 07962 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 $674,573.00 is available in account number C-06-10-55-034X-342 ORD 10-034 for a period of four (4) years from date of award; and

RESOLUTION

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is authorized to enter into a contract with Jacobs Engineering, Inc.,299 Madison Avenue P.O. Box 1936, Morristown, New Jersey 07962 for a period of four (4) years from date of award for designing, bidding, and construction phase engineering services for major upgrades at the central pumping station, Department of Water and Sewer, Trenton 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
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 13 2023

President of Council

City Clerk