

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2022-04
RESOLUTION NO.#23-328
PROVIDE ENGINEERING AND REGULATORY COMPLIANCE SERVICES FOR
TRENTON WATER WORKS ON AN AS NEEDED BASIS

THIS CONTRACT, made this 7TH day of JULY 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 **PAULUS, SOKOLOWSKI & SARTOR LLC., P.O. BOX 4039, WARREN, NEW JERSEY 07059** ("CONTRACTOR")

WHEREAS, the City has a need to **PROVIDE ENGINEERING AND REGULATORY COMPLIANCE SERVICES** for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

WHEREAS, Contractor agrees to provide **ENGINEERING AND REGULATORY COMPLIANCE SERVICES** 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 **PAULUS, SOKOLOWSKI & SARTOR LLC., P.O. BOX 4039, WARREN, NEW JERSEY 07059** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

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 one (1) year from JULY 7, 2023, TO JULY 6 2024, in an amount not to exceed a flat annual fee of \$150,000.00.

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 #23-328 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. Contractor will 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.
- 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

PAULUS, SOKOŁOWSKI & SARTOR LLC
P.O. BOX 4039
WARREN, NEW JERSEY 07059

8/1/23

DATE

Seal: _____

Attest:
RENATA E. BARNES, ESQ.
SECRETARY

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

ATTEST:

BRANDON GARCIA
MUNICIPAL CLERK

DATE

8/22/23

CITY OF TRENTON

W. REED GUSCIORA

MAYOR

DATE

8.14.23

RESOLUTION

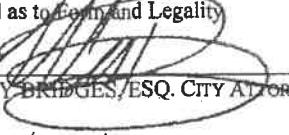
No. _____

23-328

Date of Adoption _____

JUL 06 2024

Approved as to Form and Legality


WESLEY BRIDGES, ESQ. CITY ATTORNEY

Councilman/woman _____

Factual content certified by


SEAN SEMPLE, ACTING DIRECTOR OF WATER AND SEWER

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 MULTIPLE PROPOSERS FOR ENGINEERING AND REGULATORY COMPLIANCE SERVICES FOR TRENTON WATER WORKS ON AN AS NEEDED BASIS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$700,000.00 – CC2022-04

WHEREAS, the City of Trenton, Department of Water and Sewer, Trenton Water Works has a need for Engineering and Regulatory Compliance Services on an as needed basis to be awarded to multiple proposers for the Department of Water and Sewer, Trenton Water Works for a period of one (1) year from date of award; and

WHEREAS, the intent of this award is to hire multiple firms to support engineering and compliance tasks/projects to let the department of Water and Sewer function smoothly on an as needed basis. The ACO's regulations often require short-term engineering and technical services that is not available with in-house staff member or difficult with current workload. On such instances, firms will be asked to assist based on their expertise in the respective field. Assignment (s) will be given to a firm with a scope of services directly with number or hours and personnel required to complete the task or through internal bidding process with a scope of the services required with number of hours and personnel required to complete the task. The four (4) firms selected represent a wide spectrum of services in water industry; and

WHEREAS, a request for competitive contracting request for proposal was advertised in accordance with N.J.S.A. 19:44A-20.4 et seq, and nine (9) sealed proposals were received on November 30, 2022 at 11:00am by the Purchasing Agent 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 proposals of PS&S, P.O. Box 4039, Warren, NJ 07059 in an amount not to exceed (\$150,000.00), Suburban Consulting Engineers, 96 US Highway 206 – Suite 101, Flanders, NJ 07836 (\$150,000.00), Arcadis U.S., Inc., 630 Plaza Drive -Suite 200, Highlands Ranch, Colorado 80129 (\$200,000.00) and Remington & Vernick Engineers, 232 Kings Highway East, Haddonfield, NJ 08033 (\$200.00.00) were 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 \$700,000.00 for multiple proposers is available in the following account number CY'23 3-05- -55-5505-861-005 pending temporary/final approved budget for a period of one (1) year from date of award; and

RESOLUTION

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

1. The Mayor is authorized to enter into multiple contracts with PS&S, P.O. Box 4039, Warren, NJ 07059 in an amount not to exceed (\$150,000.00), Suburban Consulting Engineers, 96 US Highway 206 – Suite 101, Flanders, NJ 07836 (\$150,000.00), Arcadis U.S., Inc., 630 Plaza Drive -Suite 200, Highlands Ranch, Colorado 80129 (\$200,000.00) and Remington & Vernick Engineers, 232 Kings Highway East, Haddonfield, NJ 08033 (\$200.00.00) for Engineering and Regulatory Compliance Services on an as needed basis for the Department of Water and Sewer, Trenton Water Works for a period of one (1) year from date of award.
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 JUL 06 2023

John V. Farley
President of Council

Jeffrey
City Clerk



Fee Schedule

- a. Staff. Price proposal must include separate rates for various levels of staff.
- b. Admin fees and fixed costs. In addition, the price proposal must include a breakdown of the administrative fees and costs necessary to complete the work (i.e., photocopying, postage, etc.). A not to exceed amount will be placed on the initial award of the contract.
- c. Mark-ups. Price proposal must include a 10% mark-up percentage for sub-consultants.

<u>Title</u>	<u>Billable Hourly Rate</u>
Executive VP, Principal LSRP, SVP, VP	\$205
Sr. Director, Director, Lead Surveyor	\$205
Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager	\$205
Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator	\$195
Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP	\$195
Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP	\$180
Sr. (Construction Inspector, Crew Chief), Project Coordinator	\$170
Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician	\$160
Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)	\$160
Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector	\$155
Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I	\$155
Designer, Scientist, CAD/BIM Technician, Field/GIS Technician	\$150
Project Controls Analyst, Sr. Administrative Support	\$100
Instrument Operator, Construction Inspector	\$100
Administrative Support	\$ 85

<u>Reimbursable Expenses</u>	<u>Fee</u>
Subconsultants	115% cost
Out-of-pocket expenses	115% cost
Additional reimbursables include, but are not limited to, delivery expenses and mileage charged at Federal prevailing rates	

Gallon above ground storage tanks, one 600,000-gallon hydro pillar, a 1.2-MG standpipe for system storage, and a 80-million gallon reservoir (Pennington Reservoir).

In addition to regulatory oversight by the New Jersey Department of Environmental Protection (NJDEP) for production and distribution of drinking water, treatment of sanitary wastewater, material storage, etc., TWW is under the regulated by the Board of Public Utilities (BPU) with respect to its service to drinking water customers in Ewing, Hamilton, Hopewell, and Lawrence Townships. Furthermore, the City of Trenton is subject to the oversight of the Division of Community Affairs (DCA) with a Memorandum of Understanding (MOU).

II. SCOPE OF WORK

Trenton Water Works is seeking qualified engineering consulting firms to submit proposals to provide the necessary services to comply with environmental regulatory compliance issues for the period of 1 year from the date of contract Notice to Proceed. The total contract value to be award shall not to exceed \$700,000. The total contract value will be divided amongst 1 and 5 of the most qualified firms as determined through TWW's evaluation process. Contract value offered to each respective firm will be determined at TWW's discretion. The minimum contract value shall be \$100,000.

Experience desired for this contract include, but are not limited to:

1. Regulatory Compliance Support & Permitting - Air, Water, Wastewater, Land Use, Underground Storage Tanks, Spill Prevention, etc.
2. General Engineering Services: Including the study, planning, design and bid, and construction oversight of capital improvement projects for water facilities (i.e., treatment facilities, pump stations, administrative building) and distribution system improvements
3. Capital Improvement Planning
4. Homeland Security and Water Quality Accountability Act Support (including asset management)
5. Water Quality and Hydraulic Modeling
6. Development of Standard Operating Procedures
7. Geographic Information System Mapping and Support
8. Water quality studies and treatment optimization
9. Condition assessments of large diameter pipes
10. Non-Revenue Water Program assistance
11. Geotechnical studies

Winning firms may be required to submit subtask cost proposals prior to authorization of support services related to this contract. Work done to formulate the cost proposals will not be compensated. Additionally, hiring and retaining a subconsultants (if needed) shall be limited to mark-up percentage of 10%.

III. PROPOSAL FORMAT AND CONTENT

Firms shall submit their proposals in accordance with the following:

1. **Cover Letter** - a brief cover letter summarizing the key points of the firm's proposal.
2. **Organization and management** - including the following:
 - a. A brief narrative describing the proposed project management plan, including a description of the respective functions of all team members.
 - b. An outline of the project staffing plan indicating the level of personnel to be involved in the project, their roles and the person designated as project manager.
 - c. A statement specifying the involvement of key personnel included in the organization chart.
 - d. Sufficient availability and capacity to appear at various meetings, including DEP meetings and other meetings required by the DWS.
3. **Staffing plan and resumes** - a discussion of the qualifications of all professional staff members who will work on the project and resumes for each staff member showing pertinent work experience similar to the engineering services for this project. The city will view more favorably those proposals that identify and designate engineers with significant experience that will be a part of the project team.
4. **Recent experience and credentials of the firm** - a discussion of recent relevant experience with similar projects including a brief description of company assignments of similar to this project.
5. **Fee schedule** -
 - a. Staff. Price proposal must include separate rates for various levels of staff.
 - b. Admin fees and fixed costs. In addition, the price proposal must include a breakdown of administrative fees and costs on an as needed basis (i.e., photocopying, postage, etc.).
 - c. Mark-ups. Price proposal must specify a maximum 10% mark-up percentage for sub-consultants.
6. **Reference list** - a list of at most five (5) clients with addresses and contact persons for whom a similar work has been performed related to this project.
7. In addition to the information required as described above, the Respondent may submit supplemental information that it feels may be useful in evaluating its qualifications. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

IV. PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled.

V. QUESTIONS

Questions **must** be submitted in writing to igarcia@trentonnj.org.

VI. TYPE OF CONTRACT

The contract will be in the form of request for competitive contracting proposal contract executed between the City of Trenton and the selected firm and or firms on a time and per diem basis. All contracts shall be for 12 consecutive months from the date of contract.

The City has the option to extend the contract for an additional one (1) year with the winning proposers. The City reserves the right to modify the contract value of the extended contract, with a minimum contract value of \$100,000. The winning proposers whose contract is offered an extension **must** indicate in writing that they accept the contract extension and are willing to hold the rate schedule offered in their original proposal.

VII. PROPOSAL EVALUATION

A. Basis of Proposal Evaluation

- Relevant corporate experience – **30%**
- Qualifications of the project team – **50%**
- Fee – **20%**

B. Submission Requirements and Selection Criteria

The city shall make its selection based on the evaluation criteria. Proposers may be required to come into the City of Trenton, Department of Water and Sewer for additional questioning if needed. If need to, Proposers **will be** notified in writing.

VIII. DIRECTIONS FOR SUBMITTAL

Firms shall submit one (1) original signed copy with an original signature and five (5) additional copies; and one (1) electronic copy of their proposals (**on a DVD or thumb drive**) in a sealed envelope. Respondents shall deliver sealed proposals **prior to 11:00 A.M. on November 30, 2022**, to the City of Trenton, Division of Purchasing, First Floor, City Hall Annex, 319 East State Street, Trenton, New Jersey 08608 attention: **Isabel C. Garcia, QPA, Purchasing Agent**.