

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY**

**BID2023-54  
RES. NO. 23-437**

**AWARDED TO**

**EMSL ANALYTICAL INC., FOR LEGIONELLA TESTING FOR THE DEPARTMENT OF WATER &  
SEWER, TRENTON WATER FILTRATION PLANT**

This Agreement, entered into this 6<sup>TH</sup> Day of OCTOBER 2023 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **EMSL ANALYTICAL INC., 200 ROUTE 130 NORTH, CINNAMINSON, NJ 08077** (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 \$111,438.00 for a period of one (1) year from date of award with an option to extend one (1) additional year**;

**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  
EMSL ANALYTICAL INC., FOR LEGIONELLA TESTING FOR THE DEPARTMENT OF WATER & SEWER, TRENTON WATER  
FILTRATION PLANT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE  
CONTRACT FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$111,438.00 BID 2023-54**

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.

**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 (NJSA 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:

  
Brandon L. Garcia, RMC  
Municipal Clerk

Date

  
W. Reed Gusciola, Esq. Mayor

Date

and

EMSL ANALYTICAL INC., 200 ROUTE 130 NORTH, CINNAMINSON, NJ 08077

Attest:

  
Secretary

  
President

Date

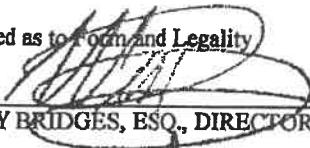
  
10/30/23

# RESOLUTION No. 23-437

Date of Adoption

OCT 05 2023

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

  
SEAN SEMPLE, ACTING DIRECTOR OF WATER & SEWER

Councilman /woman

  
**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO  
EMSL ANALYTICAL INC., FOR LEGIONELLA TESTING FOR THE  
DEPARTMENT OF WATER & SEWER, TRENTON WATER FILTRATION PLANT  
FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION  
TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT  
NOT TO EXCEED \$111,438.00 BID 2023-54**

**WHEREAS**, seven (7) sealed bids were received on August 23, 2023 in the Division of Purchasing at 11:00am by the Purchasing Agent, for Legionella Testing for a period of one (1) year with an option to extend one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; and

**WHEREAS**, the Department of Water and Sewer, Trenton Water Works has a requirement that samples be examined for Legionella by a contracted laboratory. Every year, samples must be examined for legionella in the service districts of Trenton, Hamilton, Ewing, Lawrence, and Hopewell, according to Trenton Water Works Unilateral Administration Order with the NJDEP; and

**WHEREAS**, the first low bidder Garratt Callahan, 306 Talmadge Rd, Edison, NJ 08817 and second low bidder Klenzoid Inc., 912 Spring Hill Avenue, Conshohocken, PA 19428 did not submit the required laboratory certification as requested by the New Jersey Department of Environmental Protection and the specification requirements which is a fatal defect; and

**WHEREAS**, the third low bid of EMSL Analytical Inc., 200 Route 130 North, Cinnaminson, NJ 08077, is made pursuant to advertisement, be and is hereby accepted, as the responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$111,438.00 have been certified to be available in the following account number: CY' 2023, 3-05- -55-5506-824-003 contingent upon the temporary and final adoption of CY'2023 budget. This contract shall be awarded for a period of one (1) year from date of award with an option to extend one (1) additional year.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with EMSL Analytical Inc., 200 Route 130 North, Cinnaminson, NJ 08077 in an amount not to exceed \$111,438.00 for Legionella Testing for a period of one (1) year from date of award with an option to extend the contract for one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purposes in the manner prescribed by law.

MOTION: <i>Harrison</i>					SECOND: <i>Figueroa Kettenburg</i>									
	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

REC'D 05/22/2023

*President of Council*  
President of Council

*City Clerk*  
City Clerk

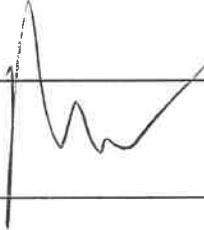
## CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

**AUTHORIZED SIGNATURE**

A handwritten signature in black ink, appearing to be a stylized 'J' or a similar character, is written over a horizontal line. The line is a solid black stroke with a slight upward curve at the end where the signature is written.

**SPECIFICATION FOR LEGIONELLA TESTING  
FOR THE DEPARTMENT OF WATER AND SEWER  
TRENTON WATER FILTRATION PLANT  
CY 2023**

**Pick-up Location**

Trenton Water Filtration Plant, Rt. 29, Trenton, NJ.

**Tests to Be Performed**

1. **Legionella:** There shall be 39 sample locations that shall be analyzed bi-weekly or monthly using method M343. There shall also be ninety sample hydrant locations that shall be analyzed from June-September using method M343. The contract laboratory shall supply the shipping containers. Trenton Water Works shall collect the Non-compliance samples. The contract laboratories shall pick up the samples at the designated pick-up location (see above). See laboratory certification requirements.

**Sampling Bottles**

Sampling bottles shall be prepared/furnished by the contractor and shall be delivered and picked up by the contractor at the Trenton Water Filtration Plant. Trenton Water Work's personnel shall be instructed by the contractor how to collect the sample. All samples shall comply with the NJDEP/EPA preservation and holding time requirements by the contracted laboratory.

**Laboratory Certification**

The Laboratory performing the analysis needs to be a certified ELITE lab recognized by the CDC. The laboratory performing the analysis required shall be certified by the New Jersey Department of Environmental Protection and certified for all certifiable parameters tested. Contractor shall be required to submit with their bid documentation of such certification.

**Analytical Results**

All results for the **Legionella** shall be reported in CFU/mL. All of the results shall be submitted with the quality control data, detection limits, and any other pertinent information.

The contract laboratory shall also be responsible for completing on the forms the following information:

System Name: Trenton Water Works  
Address: NJ Highway Rt. 29 (PO Box 528)  
City: Trenton  
State & Zip Code: NJ, 08604-0528  
Sample Address: Filtration Plant Rt. 29  
PWS ID# 1111001  
Facility Name: Trenton Water Works  
Facility ID#: 01

The owner/operator, Trenton Water Works shall sign off on the form.

The contractor shall complete all other information that is not listed above.

### **Sampling Location Designations**

**Legionella:** Thirty approved Distribution (DS) locations and six storage tank locations recommended by the NJDEP. The approved distribution (DS) locations are subject to change based on NJDEP recommendation during the systemwide assessment for the unregulated contaminant, one Point of Entry Location (TP001003), one Central Pump Station Sample (TP001WQ1), one in Reservoir Sample (Reservoir). Ninety hydrant samples determined/collected by engineering office staff.

### **Analytical Submittal**

All of the results of the samples of above referenced samples shall be submitted within three weeks of receiving the samples. For every week late after the third week, Trenton Water Works reserves the right to make a 5% deduction in payment.

### **Contract Cancellation**

Trenton Water Works may cancel this contract or reduce sampling if it deems necessary. If the contract laboratory fails to perform satisfactorily the contract may be cancelled.

**LEGIONELLA TESTING  
CY 2023  
PROPOSAL  
YEAR ONE (1)**

I (we) hereby certify that I (we) have read the contract together with the specifications attached. If awarded the contract hereby agree that I (we) shall comply with all of the terms and agreements.

I (we) agree to accept one payment after satisfactory completion of service.

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	906 tests	Legionella Testing	\$123.00	\$111,438.00
			<b>Total</b>	<b>\$111,438.00</b>

Respectfully Submitted:

  
(Signature)

Paul M. Frasca  
(Print Name Above)

EMSL Analytical, Inc.  
(Company)

Person to contact: Daniel B. Kocher

Telephone number: 856-858-4800

**OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR**

**LEGIONELLA TESTING  
CY 2024  
PROPOSAL**

I (we) hereby certify that I (we) have read the contract together with the specifications attached. If awarded the contract hereby agree that I (we) shall comply with all of the terms and agreements.

I (we) agree to accept one payment after satisfactory completion of service.

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	906 tests	Legionella Testing	\$123.00	\$111,438.00
			<b>Total</b>	<b>\$111,438.00</b>

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(Signature)

Paul M. Frasca

(Print Name Above)

EMSL Analytical, Inc.

(Company)

Person to contact: Daniel B. Kocher

Telephone number: 856-858-4800