


# RESOLUTION No. 24-187

Date of Adoption MAY 09 2024

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ., CITY ATTORNEY

Factual content certified by

  
SEAN SEMPLE, DEPARTMENT OF WATER AND SEWER

Councilman/woman \_\_\_\_\_ presents the following Resolution:

SPONSORED BY: \_\_\_\_\_

**RESOLUTION AWARDING A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO CDM SMITH, INC., FOR ENGINEERING AND PROGRAM MANAGEMENT SERVICES FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM – PHASE 4 FOR A PERIOD OF TWO (2) YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$1,458,500.00 – CC2024-02**

WHEREAS, the City of Trenton, Department of Water and Sewer, Trenton Water Works, has a need for Engineering and Program Management Services for the Lead Service Line Replacement Program – Phase 4 for a period of two (2) years; and

WHEREAS, the United States Environmental Protection Agency (the “USEPA”) adopted regulations to control lead and copper in drinking water, and, in 1986, Congress passed the Safe Drinking Water Act Amendments, banning the use of lead solder on pipes in the construction of new homes; and

WHEREAS, P.L. 2021, Ch. 183, enacted by the New Jersey Legislature on July 22, 2021, and codified at N.J.S.A. 58:12A-40 et al., requires all community water systems to replace their inventory of lead service lines (both the private side, and the TWW-owned side) within 10 years of the effective date of the legislation at a rate of 10% per annum; and

WHEREAS, The City has a need for Engineering and Program Management Services for the Lead Service Line Replacement Program – Phase 4, for a period of two years, for the City of Trenton, Department of Water and Sewer; 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 four (4) proposals were received on April 30, 2024 at 11:00am in the Division of Purchasing; by the Purchasing Agent and were evaluated by the evaluation committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of CDM Smith, Inc., 110 Fieldcrest Avenue #8-6<sup>th</sup> Floor, Edison, NJ 08837 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$1,458,500.00 for a period of two (2) years are available in account number: C-06-24-55-028A-300 contingent upon the adoption of the temporary and/final budget of CY'24 and CY'25, for a period of two (2) years from date of award; and

NOW THEREFORE IT IS RESOLVED, by the City Council of Trenton that the Mayor is hereby authorized to execute a contract with CDM Smith, Inc., 110 Fieldcrest Avenue #8-6th Floor, Edison, NJ 08837 in an amount not to exceed \$1,458,500 for Engineering and Program Management Services for the Lead Service Line Replacement Program – Phase 4, for the City of Trenton, Department of Water and Sewer, Trenton Water Works, for a period of two (2) years for the said purposes in the manner prescribed by law;

1. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
2. 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.

MOTION: <i>Frisky</i>					SECOND: <i>Figueroa Kettlenburg</i>				
	Aye	Nay	Abst./In	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓			
FIGUEROA	✓				HARRISON	✓			
KETTENBURG	✓				WILLIAMS	✓			
FRISBY	✓								

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

MAY 09 2024

President of Council

City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2024-02**

**RESOLUTION NO.#24-187**

**ENGINEERING AND PROGRAM MANAGEMENT SERVICES FOR THE LEAD SERVICE LINE  
REPLACEMENT PROGRAM – PHASE 4 FOR THE CITY OF TRENTON'S DEPARTMENT OF WATER  
AND SEWER, TRENTON WATER WORKS AWARDED TO CDM SMITH, INC.**

THIS CONTRACT, made this 9<sup>TH</sup> day of MAY 2024 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **CDM SMITH, INC., 110 FIELDCREST AVENUE #8-6<sup>TH</sup> FLOOR, EDISON, NEW JERSEY 08837** ("CONTRACTOR")

WHEREAS, the City has a need to provide **ENGINEERING AND PROGRAM MANAGEMENT SERVICES FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM – PHASE 4 FOR THE CITY OF TRENTON'S DEPARTMENT OF WATER** for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

WHEREAS, Contractor agrees to provide **ENGINEERING AND PROGRAM MANAGEMENT SERVICES FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM – PHASE 4 FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS** 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 **CDM SMITH, INC., 110 FIELDCREST AVENUE #8-6<sup>TH</sup> FLOOR, EDISON, NEW JERSEY 08837** 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 two (2) years from MAY 9, 2024, TO MAY 8, 2026, in an amount not to exceed of \$1,458,500.00.

**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.

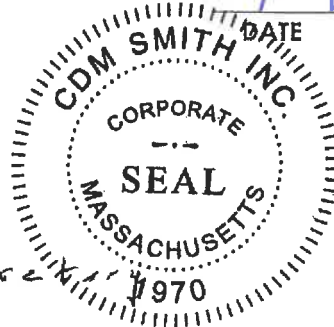
6. **INTEGRATION: Resolution #24-187** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in 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. The 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. The contractor will conform to these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. The 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. The 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



CDM SMITH, INC.  
110 FIELDCREST AVENUE #8-6TH FLOOR  
EDISON, NEW JERSEY 08837

7-11-2024



Seal: \_\_\_\_\_

Attest: Paul Miller, Secretary

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

ATTEST:



BRANDON L. GARCIA  
MUNICIPAL CLERK

CITY OF TRENTON



W. REED GUSCIORA  
MAYOR

DATE

8/12/24

DATE

7.12.24