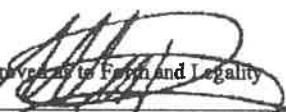


RESOLUTION No. 24 - 265

Approved as to Form and Legality


WESLEY BRINGES, ESQ., DIRECTOR OF LAW

Date of Adoption JUN 20 2024

Factual content certified by


SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO DEWCON, INC. FOR LEAD LINE SERVICES REPLACEMENT PROGRAM – PHASE 4 FOR TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$7,282,554.00 – BID2024-11

WHEREAS, five (5) sealed bids were received in the Division of Purchasing on June 11, 2024, at 11:00am, by the Purchasing Agent for Lead Line Services Replacement Program – Phase 4, for the Replacement of Approximately 1,000 Lead Service Lines (LSLs) in the portion of Hamilton we serve, for the City of Trenton, Department of Water & Sewer, Trenton Water Works, Water Filtration Plant for a period of two (2) years from the date of award; and

WHEREAS, the lowest bidder, Dewcon, Inc., P.O. Box 439, Basking Ridge, New Jersey 07920, is made pursuant to advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

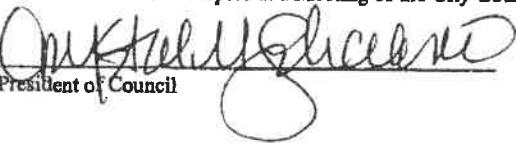
WHEREAS, funds in an amount not to exceed \$7,282,554.00 have been certified to be available in the following account number: C-06-24-55-028A-300. This contract shall be awarded for a period of two (2) years from the date of the award.

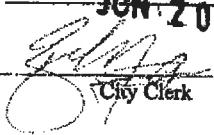
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Dewcon, Inc., P.O. Box 439, Basking Ridge, New Jersey 07920, for Lead Line Services Replacement Program – Phase 4 in an amount not to exceed \$7,282,554.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant for the said purposes in the manner prescribed by law.

MOTION: <i>Frisby</i>						SECOND: <i>Gonzalez</i>								
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye ()	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FELICIANO	✓			
FIGUEROA KETTENBURG	✓				HARRISON	✓								
FRISBY	✓				WILLIAMS	✓								

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

JUN 20 2024


President of Council


City Clerk

AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2024-11
RES. NO. 24-265

AWARDED TO DEWCON, INC. P.O. BOX 439, BASKING RIDGE, NEW JERSEY 07920

This Agreement, entered into this 20TH Day of June, 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and DEWCON, INC., P.O. BOX 439, BASKING RIDGE, NEW JERSEY 07920 (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 \$7,282,554.00 FOR A PERIOD OF TWO (2) YEARS 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 DEWCON, INC. FOR LEAD LINE SERVICES REPLACEMENT PROGRAM – PHASE 4 FOR TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF TWO (2) YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$7,282,554.00 - BID 2024-11

B. The contract shall submit with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

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

ALL REQUIRED DOCUMENTS FOR SUBCONTRACTOR LICENSING: CRES PAVING – FOR PAVING AND

TUCCIARONE PLUMBING – FOR PLUMBING

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

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)