

# RESOLUTION

22-238

No. \_\_\_\_\_

Date of Adoption JUN 02 2022

Approved as to Form and Legality

Factual content certified by

  
WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

  
MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Councilman /woman Marge Caldwell-Wilson presents the following Resolution:

**RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS  
IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO UTILIS, INC. FOR  
CONSULTING AND DESIGN SERVICES FOR SATELLITE LEAK DETECTION OF  
DISTRIBUTION SYSTEM FOR A PERIOD OF ONE (1) YEAR  
FROM JUNE 3, 2022 TO JUNE 2, 2023 IN AN AMOUNT NOT TO EXCEED  
\$91,000.00 RFP2022-05**

WHEREAS, a Request for Proposal was advertised on January 21, 2021 by the Qualified Purchasing Agent and one (1) proposal was received on February 16, 2022 in the Division of Purchasing and said proposal was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, TWW received a grant from the NJ BPU Clean Energy Program for Permanent Acoustic Leak Detection in the amount of \$433,000.00. The first step in TWW's program involves satellite survey work that will inform the deployment of acoustic leak detection equipment by providing information on potential leaking areas. The satellite survey is not covered by the grant, but it is the necessary first step. TWW is expected to provide BPU with quarterly reports on the progress of the satellite survey; and

WHEREAS, the satellite survey will cover TWW's entire distribution system. It will provide imagery of areas where non-surfacing, potential leaks may be occurring in the water distribution network. This survey is a foundational component of TWW's Unaccounted for Water Program that is intended to reduce TWW's cost of water production by reducing the volume of water that is lost in the system by locating and repairing leaks. TWW estimates that unaccounted for water lies somewhere in the range of 25% to 45%, which is significantly above the industry target of 15%. Leak detection and repair comprise several strategies that TWW is implementing to reduce unaccounted for water. Satellite imagery is the most cost-effective way of assessing leaks in the entire distribution system; and

WHEREAS, the City of Trenton, by and through the Department of Water and Sewer has a need for consulting and design services for satellite leak detection of distribution system for a period of one (1) year from June 3, 2022 to June 2, 2023; and

WHEREAS, the sole proposal of Utilis, Inc., 4180 La Jolla Village Drive, Suite #455, La Jolla, California 92037 was deemed to include the necessary qualifications and expertise for the performance of design services on a consulting basis at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$91,000.00 have been certified to be available in the following account number: 2-05- -55-5500-841-024 contingent upon the temporary and final adoption of CY'2022 budget. This contract shall be awarded for a period of one (1) year from June 3, 2022 to June 2, 2023.

# RESOLUTION

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

1. The above recitals are incorporated by reference as if set forth at length herewith.
2. The mayor is hereby authorized to enter into a contract with Utilis, Inc., 4180 La Jolla Village Drive Suite #455, La Jolla, California 92037 for Consulting and Design Services for Satellite Leak Detection of Distribution System to the City of Trenton Department of Water and Sewer for a period of one (1) year from June 3, 2022 to June 2, 2023.
3. 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 this Resolution, and the contract shall remain on file in the office of the City Clerk.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
CALDWELL	✓				RODRIGUEZ	✓				MCBRIDE		✓		
WILSON														
HARRISON	✓				VAUGHN		✓							
MUSCHAL	✓				WILKINS	✓								

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

JUN 02 2022

Kathy McBrulo  
President of Council

Terence S. Edwards-Crite  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2022-05  
RESOLUTION 22-238**

**CONSULTING AND DESIGN SERVICES FOR SATELLITE LEAK DETECTION OF DISTRIBUTION SYSTEM FOR A PERIOD OF ONE (1) YEAR FROM JUNE 3, 2022 TO JUNE 2, 2023 AWARDED TO UTILIS, INC.**

THIS CONTRACT, made this 22<sup>ND</sup> day of APRIL 2022 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 **UTILIS, INC., 4180 LA JOLLA VILLAGE DRIVE, SUITE #455, LA JOLLA, CALIFORNIA 92037**(CONTRACTOR").

**WHEREAS**, the City has a need **FOR CONSULTING AND DESIGN SERVICES FOR SATELLITE LEAK DETECTION OF DISTRIBUTION SYSTEM** for the City of Trenton, Department of Water and Sewer.

**WHEREAS**, Contractor agrees to provide **CONSULTING AND DESIGN SERVICES FOR SATELLITE LEAK DETECTION OF DISTRIBUTION SYSTEM** for the City of Trenton, Department of Water and Sewer accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**FOR CONSULTING AND DESIGN SERVICES FOR SATELLITE LEAK DETECTION OF DISTRIBUTION SYSTEM** for the City agrees to retain **UTILIS, INC., 4180 LA JOLLA VILLAGE DRIVE, SUITE #455, LA JOLLA, CALIFORNIA 92037** the request of and under the general supervision of the City of Trenton, Department of Water and Sewer.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from June 3, 2022 to June 2, 2023 in an amount not to exceed \$91,000.00.

- 2. 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.
- 3. 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.
- 4. INTEGRATION:** Resolution #22-238 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 Water and Sewer.
- 5. 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.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. 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, placement bureaus, colleges, universities, labor unions that it does 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.
- f. 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.
- g. 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).

n. 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

  
UTILIS, INC.,  
4180 LA JOLLA VILLAGE DRIVE, SUITE #455  
LA JOLLA, CALIFORNIA 92037

July 29, 2022  
DATE

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

See Attached California  
All-Purpose Acknowledgment

Attest: \_\_\_\_\_

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

ATTEST:

  
MUNICIPAL CLERK

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

8/18/2022

DATE

8-15-22