

**REQUEST FOR QUALIFICATIONS (RFQ) AND PROPOSALS  
(RFP)**

**ENGINEERING CONSULTING SERVICES:  
PROVIDE AN ASSET MANAGEMENT PLAN FOR COMPLIANCE  
WITH THE NEW JERSEY WATER QUALITY ACCOUNTABILITY  
ACT**



**433 JOHN F. KENNEDY WAY**

**WILLINGBORO, NEW JERSEY 08046-2119**

NOTICE TO BIDDERS

Considering the Willingboro MUA postponed the regular scheduled board meeting of October 17, 2018 to the new date, October 24, 2018 and considering the addenda issued so close to the bid due date, the Authority has authorized an extended due date for responses to **10:00 A.M. Tuesday, October 23, 2018**. Additionally, please be advised that section "4.3 AWARD OF CONTRACT & SCHEDULE" has been updated to reflect changes.

Revised forms may be obtained by visiting the Authority's website at [www.wmua.info](http://www.wmua.info).

Andrew Weber  
Executive Director

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY  
REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS  
FOR PROFESSIONAL SERVICES

Sealed responses are due at **10:00 A.M. Tuesday, October 23, 2018**. Six (6) copies are to be delivered to Andrew Weber, Willingboro Municipal Utilities Authority Board Room, located at 433 JFK Way, Willingboro, New Jersey 08046.

The Consultant will be required to perform various tasks as more specifically outlined in Article III.

Completion of all forms in this Request for Qualifications (RFQ) and Proposals (RFP) are mandatory. Failure to complete and sign the following forms will be cause for rejection of the submitted proposal:

1. Section 6.3, Method of Compensation.
2. Corporate Disclosure Statement.
3. Exhibit A, Mandatory Affirmative Action Language.
4. Schedule of Minority Contractors and/or Suppliers.
5. State Certificate of Employee Information Report, if one has been issued. If one has not been issued, it is your obligation to acquire one and submit a copy prior to contract approval.
6. State of New Jersey Business Registration Certificate.
7. Schedule A, Insurance and Indemnification Agreement
8. Political Contribution Disclosure Form.
9. Business Entity Disclosure Form.
10. Stockholders Disclosure Certification
11. Business Entity Disclosure Certification

Forms may be obtained at the office of the Willingboro Municipal Utilities Authority, 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119, 9:00 am - 4:30 pm (M-F) or by visiting the Authority's website at [www.wmua.info](http://www.wmua.info).

Copies may be made of all pages in this RFQ/RFP.

During the performance of this Contract, the Consultant will be required to comply with the requirements of P.L. 1975, c. 127; P.L. 1977, c. 33; P.L. 2004, c.57.

Replies may be delivered to the WMUA or forwarded by U.S. Mail, or other delivery services, on or before 11:00 A.M. of the date above. The WMUA disclaims any responsibility for quotes forwarded by U.S. Mail, or other delivery services, and received beyond the quote opening deadline.

Andrew Weber  
Executive Director

## ARTICLE I ADMINISTRATION

### 1.1 DATE AND REVISIONS:

Date of Original Scope of Services: September 28, 2018

Revision Dates: 10.10.18

ALL REVISED ENTRIES WILL BE MARKED WITH AN ASTERISK (\*) IN THE MARGIN

ALL REPLIES MUST BE MADE UPON THE FORM INCLUDED HEREIN. THE ENTIRE SCOPE OF SERVICES WITH ALL ENTRIES COMPLETED MUST BE SUBMITTED WITH REPLIES, INCLUDING ADDENDUM TO SCOPE OF SERVICES, CORPORATE DISCLOSURE STATEMENT AND AFFIRMATIVE ACTION REQUIREMENTS.

### 1.2. DEFINITIONS

**CONSULTANT:** An individual, firm, partnership, corporation or joint venture, acting directly, or through a duly authorized representative, legally submitting a Proposal or entering into a Contract with the WMUA.

**CONTRACT:** The agreement covering the performance of the Project and payment therefore, including this Scope of Services, Proposal, Resolution of Award of Contract, Executed Form of Contract, Supplementary Agreements and letters or other information giving interpretations or revisions of any of the foregoing documents, all of which are to be treated as one instrument whether or not set forth at length in the form of Contract.

**FINAL ACCEPTANCE:** A mutual agreement of the contract parties that all professional services have been satisfactorily performed and all the contracted deliverable documents have been satisfactorily delivered and accepted by the WMUA.

**MUNICIPAL UTILITIES AUTHORITY (WMUA):** A Public utility which owns and operates the Municipal Water Department.

**PROPOSAL:** The prepared form furnished by the WMUA, properly completed and executed and submitted as a proposal for the performance of the project.

**PROJECT:** The entire scope of professional services and products to be performed and delivered to the WMUA under the Contract.

**BUSINESS DAY:** A calendar day, exclusive of Saturdays, Sundays and legal Federal, State and Town Holidays, which is mutually agreed upon as the definition of a working day for the scope of this project.

### 1.3. INTENT

The Authority is requesting Statement of Qualifications (RFQ) and a Proposal (RFP) for Professional Consulting Services required for the following project:

Engineering Firm to Provide An  
Asset Management Plan for Compliance with The New Jersey  
Water Quality Accountability Act

1.4. DESCRIPTION

Professional Consulting Services sought under this Request are detailed in Article III, PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT.

The purpose is to solicit competitive sealed proposals from Consultants qualified to provide the described services, with the objective of bringing the existing system into compliance with the WQAA.

1.5. ENGAGEMENT LIAISON

The Consultant will correspond with the following WMUA official in all matters affecting this Contract:

ANDREW WEBER, EXECUTIVE DIRECTOR  
Willingboro Municipal Utilities Authority  
433 JFK Way  
Willingboro, New Jersey 08046  
609.877.2900 ext. 108

The Consultant shall designate his authorized Project Manager on the form provided with this Scope of Services under Article VII.

## ARTICLE II GENERAL PROVISION

### 2.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of consulting services, the Consultant shall exercise that degree of skill, care and diligence normally exercised by a recognized professional with respect to the performance of comparable consulting services.

With respect to the performance of work by subcontractors, the Consultant shall use its recognized professional judgment, care and prudence in accepting such work.

In its performance of professional consulting services, the Consultant:

- A. Shall comply with all applicable laws and ordinances, including applicable regulations of the Town, County, State and Federal Government.
- B. Shall be responsible for the coordination, integration and interfacing of all work performed by its own forces and subcontractors.

### 2.2 DATA TO BE FURNISHED TO THE CONSULTANT

The WMUA shall furnish to the Consultant, at its request, and in a timely manner, all pertinent plans, reports, records, maps and supporting data which are, and which shall become available to the WMUA and which the Consultant may require in performance of the consulting service.

### 2.3 PERSONNEL

The WMUA reserves the right to direct the Consultant to remove and reject nomination of any of its personnel from the performance of the professional consulting services under this Contract. If such removal is for cause, the cost shall be borne by the Consultant.

The Consultant recognizes that the assignment of personnel was a key factor in the selection of the Consultant by the WMUA. The Consultant agrees that the persons listed elsewhere in this Scope of Services will perform such functions as indicated. Any proposed changes must be approved by the WMUA Official.

### 2.4 PROJECT MANAGEMENT

The Consultant Project Manager for the consulting services shall be fully responsible for the day-to-day activities under this Contract and shall serve as the primary contact to the WMUA's official.

### 2.5 PROJECT CONTROL SCHEDULING

2.5.1 DUTIES OF THE CONSULTANT PROJECT MANAGER: General duties of the Consultant Project Manager will include review of all technical products of the Consultant and project

administration within the limits of the Contract. All correspondence and communication between the WMUA and the Consultant related to the scope of the project will be issued by or directed by the Consultant Project Manager. The Consultant Project Manager is not authorized to direct the Consultant to accomplish any work not required by the Contract nor is he authorized to approve the changes in the Contract on behalf of the WMUA.

2.5.2 WORK SCHEDULE: For larger projects, a preliminary Gantt Chart Schedule will be requested for the performance of work outlined in the Scope of Services. This schedule shall be used for progress monitoring and control. If at any time during the performance of this specified consulting services, the Consulting foresees any variation from the approved work schedule, he shall immediately submit a revised work schedule to the WMUA for review and approval. For smaller projects a schedule is still required in the proposal.

2.5.3 FEE ESTIMATES: Proposed fee estimates shall be coordinated with the schedule and any proposed project phasing. Any necessary revised fee estimates shall be submitted to the WMUA for review and approval prior to requests for payment. Lump sum fees are preferred.

2.5.4 PROGRESS REPORTS: For larger-scale engagements, the Consultant shall submit monthly progress reports in writing to the WMUA by the end of the third week of the following month. These progress reports shall include:

- A. A narrative discussion of all activities in progress during the report period, including services anticipated to be performed during the next month.
- B. A narrative discussion of the work schedule and an estimate of the per cent of completion of the consulting services rendered to date including any variations from the accepted work schedule. Variations shall be accompanied by a narrative explanation.
- C. An estimate of costs for each task including variations from the proposed fee schedule. Variations shall be accompanied by a narrative explanation.

## 2.6 TIME OF PERFORMANCE

The Consultant shall perform in his professional services with due diligence and shall complete the professional services within the time schedule contained in this Scope of Services after receipt of the WMUA's Notice to Proceed. In the event that performance of the professional consulting services is delayed by causes beyond the reasonable control of the Consultant and its subcontractors, and without fault or negligence of the Consultant and its subcontractors, the time and additional costs occurred for the performance of the professional services shall be equitably adjusted to reflect the extent of such delay, provided that the Consultant shall have given the WMUA written ten (10) days of commencement of such delay. Such notice shall include a description of the delay and the steps to be taken by the Consultant and other to mitigate the effect of such delay.



The Consultant shall proceed with the project only upon receipt of written Notice to Proceed from the WMUA.

## 2.7 PROGRESS REPORT

In addition to the provisions of Article 2.5, the WMUA shall be entitled at times to be advised, at its request, of the status of the project being done by the Consultant and of details thereof. The closest collaboration and cooperation shall be maintained by the Consultant with representatives of the WMUA, and either party to the Contract may request and be granted a conference.

## 2.8 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All finished and unfinished documents, data, studies, surveys, drawings, specifications, maps, photographs, reports, books and instruments gathered or prepared for, or by the Consultant pursuant to this Contract shall be the property of the WMUA without restriction or limitation on their use. Original copies of such items shall be delivered by the Consultant to the WMUA upon final acceptance or within sixty (60) days after termination of the professional consulting services. The Consultant shall be permitted to retain, at its own cost, copies of such items for its records, however, publication of this material is subject to the written approval of the WMUA.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant, the cost of which have been reimbursed to the Consultant as a direct cost, shall be turned over to the WMUA at completion of, or early termination of, the professional consulting services, or otherwise disposed of as directed by the WMUA, and the proceeds of any such disposal shall be credited to the WMUA.

## 2.9 INSURANCE AND INDEMNITY

SEE SCHEDULE A

The Consultant shall, to the full extent permitted by applicable law, indemnify, hold harmless, and upon request, defend the WMUA, the WMUA's respective officers, employees, agents and representatives from and against any and all claims, losses, costs, damages and liability on account of injury to or death of any person or loss of or damage to any property arising from any negligent acts or omissions of the Consultant or its officers, employees, agents, subcontractors or representatives during the course of this project.

## 2.10 FINAL ACCEPTANCE

When the project has been completed, the Consultant shall so advise the WMUA in writing. Within thirty (30) days of receipt of such notice, the WMUA shall give the Consultant written notice of any incomplete services, or the WMUA shall issue a letter of Final Acceptance. Upon completion of any incomplete services, the Consultant shall again notify the WMUA and shall request written notice of Final Acceptance. Once the incomplete services are complete, the WMUA shall issue a letter of Final Acceptance within thirty (30) days of such notice. Final Acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the WMUA under any other section of this Contract.

## 2.11 TERMINATION, SUSPENSION AND SANCTIONS

If through any cause within the reasonable control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Contract, the WMUA shall thereupon have the right to terminate the Contract then remaining to be performed by giving written notice to the Consultant of such termination which shall become effective upon receipt by the Consultant. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and all

other work products prepared by the Consultant, and its subcontractors, shall be promptly delivered to the WMUA, who shall compensate the Consultant in accordance with the terms of this Contract for all Professional Consulting Services performed by the Consultant prior to termination, that are evidenced by materials delivered by the Consultant to the WMUA.

Notwithstanding the above, the Consultant shall not be relieved of liability to the WMUA for damages sustained by the WMUA by virtue of any breach of the Contract by the Consultant, and the WMUA may reasonably withhold payment to the Consultant until such time as the exact amount of damages to the WMUA, from the Consultant, is determined.

The WMUA may, for its convenience, terminate the project then remaining to be performed at any time by giving written notice to the Consultant of such termination, which shall become effective upon receipt by the Consultant. In addition to the provisions of the above two paragraphs, the Consultant shall be reimbursed for all costs incidental to said termination, including without limitation, demobilization costs, and otherwise, reimbursed under these termination provisions. Such payments shall be the total extend of the WMUA's liability to the Consultant upon termination for convenience.

The WMUA also reserves the right to terminate the project then remaining to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for benefit of creditors. All rights and obligations shall be the same as provided for in this Article.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Contract, the WMUA shall impose such Contract sanctions as it may determine to the appropriate, including but not limited to withholding of payment to the Consultant under the Contract until the Consultant complies with said provisions. In the event the WMUA cancels or terminates the project pursuant to this paragraph, the rights and obligations shall be the same as provided for in this Article.

#### 2.12 CHANGES

The WMUA may, from time to time, order changes in the project and the Consultant shall promptly comply with each written order in accordance with procedures to be established by the WMUA. Each change shall be directed by a written change order signed by the WMUA official designated in this Scope of Services and accepted by the Consultant Project Manager. Said change order will provide equitable adjustment in the time of performance, budget and fixed fee if applicable, as well as any other provisions of this Contract which are affected by said change order.

If the Consultant is of the opinion that any services it has been directed to perform are beyond the scope of this Contract, and constitutes extra work, it shall promptly notify the WMUA of that opinion, in writing.

#### 2.13 DISPUTES

Except as provided for in this Contract, any disputes concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the WMUA, which shall mail or otherwise furnish a copy in writing of the decision to the Consultant. The decision of the WMUA shall be final and conclusive unless within thirty (30) days from the date of the receipt of such copy, the Consultant mails, or otherwise furnishes, to the WMUA a written appeal. The decision of the WMUA or

its Board of Directors, for the determination of such appeals, shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. In connection with any appeal proceeding under this Article, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract in accordance with the WMUA's decision. Failure to comply with the provisions of the above paragraph shall be cause for termination in accordance with Article 2.11.

#### 2.14 INSPECTION

The Consultant shall permit the authorized representatives of the WMUA, the county of Atlantic, State of New Jersey and the Federal Government to inspect, review and approval all work tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this contract at any time within the duration of the Contract and within three (3) years after the final acceptance or termination of the Contract.

#### 2.15 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the WMUA. With prior written approval by the WMUA of the proposed subcontracts, the Consultant may subcontract not more than fifty (50%) per cent of the Contract to another third party.

#### 2.16 EQUAL OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physically handicapped, place of birth or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, ancestry, marital status, physically handicapped, place of birth or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Evidence of such action will be included in a written Affirmative Action Plan.

During the performance of this Contract, the Consultant agrees as follows:

The Consultant shall, and all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, physically handicapped, place of birth or national origin.

The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to be provided advising the said labor union or worker's representative of a Consultant's commitments with this paragraph and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

The Consultant will cooperate with the WMUA in meeting its commitments for Minority Business Enterprise Utilization and will use its best efforts to ensure that minority enterprises shall have the maximum practicable opportunity to compete for subcontract work under this project. The Consultant shall include in all subcontracts which may exceed \$5,000, the requirements of Federal Procurement Regulations regarding the utilization of minority business enterprises as follows:

a. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

b. The Consultant agrees to use his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the efficient performance of this Contract. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

#### 2.17 CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirectly, which would conflict in any manner or degree with the performance of this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall knowingly be employed by the Consultant.

No member, officer or employee of the WMUA or of a local public body, during his tenure, or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### 2.18 COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed nor retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure the Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

#### 2.19 PATENT RIGHTS, COPYRIGHTS, CONFIDENTIAL FINDINGS

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and findings, shall be made available to the WMUA, unless it is legally determined that it is in the public interest that it not be so made available.

No reports, maps, other documents, articles or devices produced in whole or in part under this Contract shall be the subject of any application for a copyright or patent by or on behalf of the Consultant or its employees' subcontractors.

#### 2.20 NOTICES

All Communications relating to the day-to-day activities shall be exchanges between the Consultant Project Manager and the WMUA official designated herein. The Consultant Project Manager shall be

designated when submitting this Proposal.

Notices hereunder shall be effective on delivery, if delivered personally, on the day following postmark if mailed to an address in Willingboro, and on the seventh (7) day following postmark, if mailed to an address outside Willingboro.

#### 2.21 PUBLITOWN NEWS RELEASES

The Consultant shall not during or after performance of this Contract, disseminate any information outside its organization regarding this project, or the services performed for the WMUA without prior written approval of the WMUA Official.

#### 2.22 FINAL ASSET MANAGEMENT PLAN

The Consultant shall provide the WMUA's Official with two reproducible copies and two digital copies signed by the Consultant at a minimum of Twenty (20) days prior to the due date for the WMUA's submission of the Plan to the New Jersey Department of Environment Protection.

#### 2.23 AFFIRMATIVE ACTION GENERAL CONDITIONS

Consultant submitting proposals are required to comply with the requirements of Public Law 1975, Chapter 127.

ALL CONSULTANTS are required to submit an Affirmative Action Plan with their bid stating their compliance with the Equal Employment Opportunity Ordinance(s) regarding equal employment opportunity and shall file employment information reports, or other reports as may be required by the WMUA.

ALL CONSULTANTS submitting proposals are required to submit the schedule of Minority Contractors and/or suppliers with their bid, listing the minority contractors and/or suppliers at a minimum of ten (10%) per cent of the total bid amount they will be utilizing and to identify all subcontractors and they must disclose where they are buying all of their suppliers before approval of the subcontractors.

The successful Consultant's employment goals are hereby restated as per P.L. 1975, c. 127, to be minority percentage twenty (20%) per cent and female percentage forty-three (43%) per cent for procurement and service contractors, and twenty (20%) per cent minority workers in each construction trade for construction contracts.

- (a) **MINORITY BUSINESS ENTERPRISE:** A minority business enterprise is an independent business concern which is at least fifty-one (51%) per cent owned and controlled by minority group members; is or has the potential to be an independent and continuing enterprise, and meeting the following requirements:
  - 1. The minority ownership in the firm must be real, substantial and continuing.

2. The minority ownership has and exercises the authority to independently control the business decision of the entity.
- (b) **MINORITY GROUP MEMBERS:** Minority group members are citizens who are Black, Hispanic, Asian or American Indian, as further defined by the Executive Committee.
  - (c) **GOODS and SERVICES:** The procurement of goods and services shall include but not be limited to construction design and related services, the purchase of all goods and materials and professional services.
  - (d) **EXEMPTION:** The classification of a contract area as exempt from the MBE utilization requirements established in this Order for lack of MBE's in the area.
  - (e) **WAIVER:** The granting to a majority business enterprise a waiver on particular contract of the MBE utilization requirements established by this Order.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" Shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a certified minimum of ten (10%) per cent minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in all classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractors shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicant for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The Contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor or purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the program as herein stated and described, that finding will subject the offending party to any or all the following penalties:

- a. Continue withholding of all future payments under the public contract to the contractor in violations, until it is determined that the contractor or subcontractor is following the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or divisions until the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.

The Consultant shall complete all pages of the "Affirmative Action Requirements" with their bid in order for their bid to be considered.



### ARTICLE III PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant shall review and inspect all WMUA assets as shall be required to prepare an Asset Management Plan in compliance with applicable provisions of the New Jersey Water Quality Accountability Act S2834/A4569.

The Consultant shall have access to all WMUA facilities and applicable documents to allow for the analysis of WMUA mechanicals and systems to be referenced into the Asset Management Plan.

The Asset Management Plan to be provided by the Consultant shall conform to industry “Best Practices” standards for public drinking water systems.

#### **Background**

The Willingboro Municipal Utilities Authority provides drinking water to almost the entire area of Willingboro. It is understood the WMUA currently has 12,500 service connections to the water system which provides drinking water to an estimated population of 37,000 people. There is approximately 120 mile of distribution piping and 900 fire hydrants throughout the service area.

Drinking water sources include 6 active/available wells as well which three wells provide raw water to the treatment plant for treatment prior to distribution. The remaining three active wells pump water directly into the distribution system as these sites each have their own localized treatment plants.

WMUA has acknowledged the existing Master Plan should be updated to account for the Water Quality Accountability Act.

While the WMUA Master Plan includes identified capital improvement projects through 2024, a prepared AMP will also assist in identifying capital improvement projects and allowing the WMUA to budget for those projects.

#### **Project Description and Understanding**

The New Jersey Water Quality Accountability Act (WQAA) was enacted on July 21, 2017 and became effective On October 19, 2017. The legislation will be implemented by the New Jersey Department of Environmental Protection (NJDEP). The WQAA requires any water purveyor with more than 500 service connections to demonstrate and report upon sound fundamentals in the planning, operation, maintenance and reinvestment of its water system to assure a safe and reliable water supply to its customers.

Section C.58:31-7 of the WQAA states the following requirements shall be met regarding Asset Management Planning:

- a. Beginning no later than 18 months after the effective date of this act, every water purveyor shall implement an asset management plan designed to inspect, maintain, repair, and renew its infrastructure consistent with standards established by the American Water Works Association.

The asset management plan shall include:

A water main renewal program designed to achieve a 150 - year replacement cycle, or other appropriate replacement cycle as determined by a detailed engineering analysis of the asset condition and estimated service lives of the water mains serving the public water system;

(1) a water supply and treatment program designed to inspect, maintain, repair, renew, and upgrade wells, intakes, pumps, and treatment facilities in accordance with all federal and State regulations, standards established by the American Water Works Association, and any mitigation plan required pursuant to section 5 of this act; and

(2) any other programs, plans, or provisions as may be required by the department (NJDEP) pursuant to rules and regulations adopted pursuant to the "Administrative Procedure Act," PL.1968, c.410 (C.52:14B-1 et seq.). Each water purveyor shall dedicate funds on an annual basis to address and remediate the highest priority projects as determined by its asset management plan. All asset management plans and system condition reports shall be certified to by the licensed operator or professional engineer of the public water system and the responsible corporate officer of the public water system, if privately held, executive director, if an authority, or mayor or chief executive officer of the municipality, if municipally owned, as applicable. The replacement cycle shall be determined by dividing the miles of water main located in the public water system by 150 or other appropriate demonstration set forth in the certified asset management plan prepared pursuant to this section.

b. At least once every three years, each water purveyor shall provide to the department and the board, if applicable, a report based on its asset management plan prepared pursuant to subsection a. of this section identifying the infrastructure improvements to be undertaken in the coming year and the cost of those improvements, as well as identifying the infrastructure improvements completed in the past year and the cost of those improvements.

A municipal water department or municipal water authority shall also submit the report required pursuant to this subsection to the Division of Local Government Services in the Department of Community Affairs.

Per the WQAA, the WMUA must have an AMP in place and submitted for certification by April 19, 2019.

## SCOPE OF SERVICES

The following scope of services are provided in relation to AMP.

### **TASK 1: PROJECT MANAGEMENT/MEETINGS**

As part of the AMP process and AMP Team will need to be formed by both professional and Authority.

An initial kickoff meeting with the WMUA will be held to review key stakeholders, AMP Team member, and coordinate lines of communication.

During the development of the AMP, the professional will schedule regular meetings and conference calls with the AMP Team to review work completed, coordinated future work, and scheduling. A total of six (6) meetings are allocated for this phase.

### **TASK 2: ASSET INVENTORY & CONDITION ASSESSMENT/ LEVEL OF SERVICE/ CRITICAL & VULNERABLE ASSET EVALUATION**

#### **A. Asset Inventory and Condition Assessment –**

- i. Asset Inventory - To account for the complete system, an inventory must be taken of the individual components. The professional will review all available historical mapping provided by WMUA as well as meet with the WMUA to review all the water system assets, so they can be accounted for in the AMP. All above and below ground water system infrastructure (pipes, pumps, treatment facilities, storage facilities, electrical components) and other related “hard” infrastructure shall be identified. While developing the inventory, the location, age, composition, size, design life, and remaining life will be documented.
- ii. Asset Registry – In order to support the Asset Inventory above, an asset registry with asset ID numbering will be developed. Upon completion, assets will be easily identifiable based upon an ID tag. The Asset Registry will be developed in a spreadsheet format. The professional will utilize the input provided by the WMUA to implement an ID system in conformance with the WMUA’s specifications.
- iii. GIS Mapping – A key component of the AMP during the inventory phase is physically locating each asset and uploading that information into a GIS mapping system. Connecting an asset inventory to detailed mapping system will allow the WMUA to quickly and easily locate assets for inspection, maintenance, and protection. It is understood that the WMUA currently has begun GIS mapping of their water system and will continue with this effort in house. The professional will provide a supporting coordination role in this effort and if necessary can also provide full GIS mapping.

#### **B. Level of Service**

- i. Per the NJDEP Asset Management Technical Guidance. “Level of Service” (LOS) refers to the intended goals of the utility, with consideration for the role and function of a utility’s infrastructure assets and how they are expected to perform”. Goals developed for the LOS can focus on customer service/accountability, energy/water efficiency and conservation, or social and environmental considerations, system quality control and service quality. The professional will assist the Town in developing their own LOS goals for the AMP. These goals can be updated regularly as necessary.

C. Critical / Vulnerable Asset Evaluation

- i. Water system assets will be evaluated for both their critical importance to provide reliable operation as well as their vulnerability to potential threats (weather events, sabotage, terrorism, etc.). This evaluation will determine whether mitigation measures need to be implemented to reduce any determined vulnerabilities to maintain reliable operation.
- ii. A Probability of Failure (PoF) and Consequence of Failure (CoF) evaluation will be performed for each asset. Factors to consider will be age/condition, installation/environmental characteristics, repair/service history. Each asset will be ranked to prioritize level of importance to maintain operations in the system.

**TASK 3: LIFE CYCLE COSTING/FUNDING STRATEGY**

A. Life Cycle Costing

- i. To prioritize system improvements and cash reserve needs, a determination of the original life span as well as the remaining life of the asset (life cycle) will be performed. This determination will then be utilized to decide how much it will cost to rehabilitate each asset or replace them as they deteriorate, as well as help develop a schedule for maintenance, repair, and replacement.

B. Long Term Funding Strategy

- i. Based on the previously performed level of service, asset evaluation, and life cycle costing, an overall funding strategy can then be discussed and prepared to determine enough sources of funding to ensure the long-term sustainability of the system. The professional will assist the WMUA with development of the long-term funding strategy which can be updated as needed and as projects are identified or completed.

**TASK 4: CERTIFICATION/SUBMISSION**

Per the WQAA, once the AMP is completed it needs to be submitted to NJDEP and certified by the licensed operator or professional engineer of the WMUA. At this time NJDEP is developing a portal to

submit this certification and the professional will assist the WMUA with the necessary requirements for submission.

### **Miscellaneous**

The following will not be included in the above scope of work unless.

- NJ I-Bank funding applications and coordination.
- GIS mapping and GPS surveying of assets.
- Permitting or compliance scheduling.
- The professional will not be purchasing any proprietary AMP Software. Several software packages are available to assist in AMP. The professional can assist in evaluation of available packages and making a recommendation up authorization by WMUA.
- At this time, it the professional assumes WMUA has organized and complete records of their system which will not require extensive research for information.

## ARTICLE IV SERVICES TO BE PROVIDED

### 4.1 REVIEW OF REPORTS

The Executive Director of the Willingboro Municipal Utilities Authority shall review all information submitted by the Consultant in this regard and provided direction within a reasonable period of the receipt of submittal. The Consultant shall not proceed with subsequent stages of their contract until the WMUA has completed its review and is given written concurrence with the Consultant's recommendations.

### 4.2 PLANS AND SPECIFICATIONS

### 4.3 AWARD OF CONTRACT & SCHEDULE

After receipt of proposals bids for the Asset Management Plan for the Compliance with the New Jersey Water Quality Accountability Act, the WMUA Official shall be responsible for recommending a course of action to the Board of Directors.

The following schedule is issued for guidance:

|  |                  |
|--|------------------|
| RFQ/RFP posted on Website, Newspaper                     | October 1, 2018  |
| Last day for written questions                           | October 17, 2018 |
| Final date for issue of addenda (Responses to Questions) | October 19, 2018 |
| RFQ/RFP Closing Date                                     | October 23, 2018 |
| Contract Awarded   | October 30, 2018 |

### 4.4 PAYMENT TO CONSULTANT AND CONTRACTOR

The Consultant shall prepare all WMUA vouchers for payment to the Consultant.

## ARTICLE V TIME SCHEDULE AND LIQUIDATION DAMAGES

### 5.1 TIME SCHEDULE

The following time schedule shall be adhered to in the performance of all professional consulting services intended under this contract.

### 5.2 LIQUIDATED DAMAGES

Time is of the essence in the performance of the professional consulting services required for this project. The Consultant agrees to the following assessment of liquidated damages for each WMUA Business Day that the Consultant exceeds the agreed upon time schedule for the project. This fee shall be deducted from any payment due or to become due the Consultant, and it is mutually agreed that this fee constitutes liquidated damages and not a penalty.

AMOUNT OF LIQUIDATED DAMAGES PER WMUA BUSINESS DAY: \$150

Both contractual parties confirm the above liquidated damages provision, but agree nevertheless, that said provisions shall be subject to delays caused by acts of God, which the Consultant could not have reasonably foreseen and provided against, and delays caused by any strikes, boycotts or like obstructive actions of employees which are beyond the control of the Consultant and which he cannot reasonably overcome.

## ARTICLE VI COMPENSATION AND PAYMENT

### 6.1 FINANCIAL RECORDS

The Consultant shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for the performance of this contract until the expiration of three (3) years from the date of final payment under this contract. The system of accounting will be in accordance with generally accepted accounting principles and practices and shall be consistently applied.

The Consultant shall permit the authorized representatives of the WMUA and other affected governmental agencies to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance under the contract. These rights of audit shall extend for a period of three (3) years following final payment under this contract.

In the event the funds paid to the Consultant under this contract are subsequently properly disallowed by the WMUA because of accounting errors or charges not in conformity with this contract, the Consultant shall refund such disallowed amount to the WMUA promptly.

If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

Records which relate to appeals, litigation or the settlement of claims arising out of the performance of this contract, or costs and expense of this contract to which exception has been taken by the WMUA, or by any of its duly authorized representatives, shall be retained until the expiration of three (3) years from the date of final payment under this contract or until such appeals, litigations, claims or exceptions have been disposed of, whichever occurs later.

### 6.2 CONTRACT CEILING:

Regardless of the method of compensation, the total compensation to be paid to the Consultant by the WMUA on account of this project as provided herein, shall not exceed the amount of the approved contract.

Changes issued by the WMUA pursuant to the Scope of Services shall not constitute authorization by the WMUA to exceed the contract ceiling except to the extent that, provisions to such affect are set forth in said changes. In the event the actual costs of the professional services overrun the contract ceiling as a result of the Consultant's deviations from the Scope of Services, which deviations are not directed or authorized in writing by the WMUA, the Consultant will absorb for its own account, one hundred (100%) per cent of the amount of said overrun.



6.3 METHOD OF COMPENSATION:

For the performance of this contract, the WMUA shall compensate the Consultant according to the following schedule:

|         |  |    |    |
|---------|--|----|----|
| Task 1. | Project Management / Meetings  | \$ | \$ |
| Task 2. | Asset Inventory & Condition Assessment/ Level of Service/ Critical & Vulnerable Asset Evaluation | \$ | \$ |
| Task 3. | Life Cycle Costing/ Funding Strategy   | \$ | \$ |
| Task 4. | Certification and Submission   | \$ | \$ |
|         | Total  | \$ | \$ |

The Consultant shall submit his invoice to the WMUA's Comptroller, and it shall be due and payable by the WMUA, conditionally pending audit review, prior to the end of the following month.

The compensation provided for herein which remains unpaid after final acceptance by the WMUA, for the total project shall be paid to the Consultant by the WMUA within thirty (30) days after final audit by the authorized representatives of the WMUA.

ARTICLE VII. CONSULTANT FIRM INFORMATION

PROJECT

DATE:

7.1 FIRM NAME:

Mailing address:

Telephone Number:

If incorporated, under what State Laws:

7.2 CONSULTANT'S PROJECT MANAGER TO BE ASSIGNED TO THIS PROJECT

Name:

Title:

7.3 CONSULTANT'S PERSONNEL TO BE USED ON THIS PROJECT:

Name

Tasks

% Time

7.4 ERRORS AND OMISSIONS INSURANCE:

Face Amount:

Insurance Co:

Policy Number:

7.5 WORK SCHEDULE:

If a work schedule is not contained in the Scope of Services, or if it is long or complex, please attached it to this Article VII.

7.6 FEE SCHEDULE:

If the project is done on a PER DIEM basis, or if a long and complex fee schedule is involved, please attach it to this Article VI

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

CONTRACTOR SHALL SIGN AND COMPLETE THIS FORM AND SUBMIT IT WITH PROPOSAL

ALL CONTRACTORS SHALL READ AND COMPLETE THIS STATEMENT WHERE APPLICABLE, REGARDLESS OF WHETHER CONTRACTOR IS CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid, or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the contractor is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the contractor is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation own all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

CONTRACTOR MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company submitting bid:

Name

Address

Signature:

2. No Stockholder or Partner owns 10% or more of the company submitting bid.

Signature:

3. Bid is being submitted by an Individual who operates as a sole proprietorship.

Signature:

**ARTICLE VIII. REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR  
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

Vendors must submit a completed Affirmative Action Employee Information Report (AA302 - Pink Copy) with their proposals.

Vendors must complete the following questionnaire as part of the Bid/Contract Package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

YES \_\_\_\_\_ NO \_\_\_\_\_.

2. Our company has a Certificate of Employee Information Report.

YES \_\_\_\_\_ NO \_\_\_\_\_.

I certify that the above information is correct to the best of my knowledge.

Name: \_\_\_\_\_.  
(Please type or print)

Signature: \_\_\_\_\_.

Title: \_\_\_\_\_.

Date: \_\_\_\_\_.

Telephone #: \_\_\_\_\_.

If you answered yes for any of the questions, the required information must be included with this proposal. If you answered no to questions 1 or 2, you must acquire one and include it in the contract documents if you are awarded the contract.

Schedule of Minority Contractors and/or Suppliers

This Form is to be Completed by Consultants

| Name of Minority<br>Business Firms<br>and Agent's Name | Specify Type of<br>Work to be Done | Dollar Amount of<br>Participation<br>(Minimum of 10%<br>of Total Amount) |
|--|------------------------------------|--|
|--|------------------------------------|--|

The Willingboro Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers be certified by the Town of Willingboro and/or the State of New Jersey.
2. Certifications and letters of interest from all firms listed above must be attached to this form.
3. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID OR PROPOSAL.

CONSULTANTS SIGNATURE: \_\_\_\_\_ DATE:

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The 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. Except with respect to affectional or sexual orientation, the 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, affectional or sexual orientation or sex. Such action shall include, but not be 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 non-discrimination clause.

The contractor or subcontractor, 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, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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.

In conforming with the applicable employment goals, the 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, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a good and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Name of Company:

Name of Highest Official:

Title:

Signature: