

NEW JERSEY WATER SUPPLY AUTHORITY

RFP WSA R05030M

SCOPE OF SERVICES

for

PROFESSIONAL SERVICES

Required for the

**MANASQUAN WATERSHED
NONPOINT SOURCE IDENTIFICATION PROJECT
MONMOUTH COUNTY, NEW JERSEY**

JANUARY 2005

DISCUSSION

The Manasquan River serves as a significant water supply for portions of eastern Monmouth County. The Manasquan Reservoir has a very small watershed and therefore is almost entirely dependent upon pumping of raw water from the Manasquan River to support its 30 MGD safe yield. The Manasquan Watershed Management Group completed the Manasquan River Watershed Management Plan in March 2000. The plan focuses on several key issues: fishery management, habitat protection, drinking water quality and quantity, and cultural heritage. Some of these strategies and action plans directly relate to the movement of pollutants into and down the Manasquan River to the New Jersey Water Supply Authority (Authority) water supply intake. Of those, some focus on planning (e.g., a safe yield study, stormwater management plans) and others focus on immediate action.

Source water quality issues facing the Manasquan River water supply system (both for the Authority and its customers) include elevated levels of turbidity and total suspended solids. Sediment movement in the river and fecal coliform loadings may be correlated due to the existence of glauconitic soils within the watershed. In addition, phosphorus loadings may be associated with sediment levels. The Manasquan River and its tributaries show clear evidence of significant channel and bank erosion. One Section 319 grant project for stream restoration is being implemented by the Manasquan River Watershed Association.

Therefore, the Authority wishes to identify subwatersheds and specific sources that are contributing the highest loads of sediment and turbidity to Manasquan River water supply intakes. The project will include a monitoring and data assessment program, starting watershed-wide and then focusing on stream reaches with major sediment and TSS loadings. THE AUTHORITY anticipates that a "triage" process will be employed to identify the stream segments and subwatersheds with the highest loadings and per area yields, and then the most effective and efficient opportunities for pollutant load reductions through improved stream stabilization/restoration projects and improved management of existing land uses and related pollutant sources.

TASKS

1. Assess water quality data from the Authority at the Manasquan intake and from the USGS and Monmouth County Department of Health to determine:
 - a. Existing pollutant loads and concentrations and their relation to wet weather events, drought events, etc.
 - b. Whether monitoring should focus on moderate to high flow events (reflecting sediment movement into the streams from land sources or stream channel erosion), or whether low flow monitoring is needed as well.
 - c. Whether phosphorus and bacterial levels are correlated with TSS and turbidity, to assist with project design.
2. Estimate pollutant loadings relative to watershed land uses by subwatershed (HUC-17 and HUC-14) using GIS modeling (e.g., WinSLAMM program used by the Authority in its Delaware & Raritan Canal NPS project) to identify probable sources of land-based TSS. The model used must be in the public domain or provided to the Authority.
3. Use visual stream assessments (USDA-NRCS method) to identify probable areas and degree of stream channel and bank erosion. Fully document each site using GPS and digital photography.
4. Based on the assessments in Tasks 1 through 3, develop and execute an initial screening water quality monitoring program to identify subwatersheds (HUC-14) with high TSS and turbidity yields.
 - a. Determine the locations of a maximum of seven (7) water quality monitoring locations for source track down and characterization and assessment. The contractor may also propose innovative methods for determining TSS and turbidity sources in the watershed as an alternative to the seven location approach.
 - b. Determine a cost-effective monitoring approach that provides sufficient information about pollutant loadings, including seasonality and storm effects, to support GIS-based modeling.
 - c. Develop a Quality Assurance Project Plan (QAPP) and a work plan for the monitoring program and intended use of the data. The QAPP must be approved by NJDEP before initiation of sampling.
 - d. Conduct the sampling program in accordance with the QAPP and work plan.
 - e. Record any stormwater related observations while conducting site visits. Observations should be reported regularly to the Authority.
 - f. Collate the data in a format provided by the Authority. All data must be submitted in a digital format in software utilized by the Authority.
 - g. Summarize the data and assessments for the Characterization and Assessment Report.
5. Based on the results of Task 4, develop and execute a triage-approached water quality monitoring program for source identification of specific areas and causes within the subwatersheds that contribute the highest loads of

- turbidity and TSS, so that the results can be used to develop remedial project designs. This task also shall identify high-loading HUC-17 areas.
6. Assess all project results and develop a ranked list of sources and sites that are best suited to pollutant reduction projects in a manner that is both effective and efficient. Recommend generic pollutant reduction approaches for each of the top 20 sources and sites. No project designs should be included, but references to generic designs in existing BMP manuals may be provided.

EXPECTED OUTPUTS

1. A technical memorandum compiling and summarizing the results of each task, with an additional memorandum to summarize the results for all tasks. The memoranda may be compiled as a single report.
2. Data sheets, modeling results, visual stream assessment worksheets, GPS data, digital photography and all other data collected through the project. All digital data (including GPS and GIS) must be submitted in a format compatible with the Authority's existing software.
3. Meeting summaries for each of three (3) meetings with the Authority.
4. Approved QAPP and work plan for each round of water quality monitoring.

SUBMISSION

Three copies of the Statement of Qualifications, Technical Proposal and separately sealed Fee Proposal should be submitted to:

New Jersey Water Supply Authority
1851 Highway 31
Post Office Box 5196
Clinton, NJ 08809

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Proposals delivered to the wrong location will not be accepted. **Proposals must be received by 2 pm on Friday March 11, 2005.**

MANDATORY MEETING

There will be a mandatory pre-bid meeting held on Tuesday February 15, 2005, 2:00 pm at the New Jersey Water Supply Authority – Manasquan Water Supply System Office, Hospital Road, Howell, NJ.

The purpose of this pre-bid meeting is to provide an opportunity for potential bidders to ask questions of the Authority staff regarding this project.

REFERENCE MATERIALS AVAILABLE

The following materials are available for review:

1. Manasquan River Watershed Management Plan
2. Manasquan River Watershed Characterization & Assessment Reports
3. NJDEP 2004 Integrated List:
<http://www.state.nj.us/dep/wmm/sqwqt/wat/integratedlist/integratedlist2004.html>
4. USGS flow data: <http://nwis.waterdata.usgs.gov/usa/nwis/discharge>
5. USGS water quality Data: <http://nwis.waterdata.usgs.gov/usa/nwis/qwdata>
6. Monmouth County Department of Health water quality data:
<http://www.visitmonmouth.com/health/environmental/water/water.htm>
7. USDA-NRCS Stream Visual Assessment Protocol:
<http://www.wcc.nrcs.usda.gov/wqam/wqam-docs.html>

INSURANCE REQUIREMENTS

See attached sample contract, Article X.

RESTRICTIONS ON POLITICAL CONTRIBUTION REQUIREMENTS

Submission of executed Certification and Ownership Disclosure forms with your proposal is necessary for your firm to be qualified to participate in this procurement. Note: a Certification form must be completed by each individual who owns or controls more than 10 percent of the profits, assets or stock in the case of a business entity that is a corporation for profit. See attachment to Prospective Bidders.

NEW JERSEY WATER SUPPLY AUTHORITY

CONTRACT NO. WSA C

FOR

TO BE PROVIDED BY

FOR

This Agreement, made and entered into this day of 2005, by and between the New Jersey Water Supply Authority, an instrumentality of the State of New Jersey, in but not of the Department of Environmental Protection, with its office at 1851 Route 31, Post Office Box 5196, Clinton, New Jersey 08809 (hereinafter referred to as the "Authority") and having its office at (hereinafter referred to as the "Consultant").

WITNESSTH: That the parties hereto, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, for themselves, their successors and assigns, as follows:

ARTICLE I - ENGAGEMENT OF THE CONSULTANT

The Authority hereby engages the services of , (hereinafter referred to as the Consultant), and the Consultant agrees to perform in a good and skillful manner and in accordance with the directions and subject to the approval of the Executive Director of the Authority, (hereinafter referred to as the "Executive Director"), all the necessary professional services to (hereinafter known as the "Project") as further set forth in ARTICLE III - SERVICES OF THE Consultant of this Agreement.

ARTICLE II - AUTHORITY OF EXECUTIVE DIRECTOR

All work to be performed by the Consultant hereunder shall be subject to the approval of the Executive Director of the Authority, or his duly authorized representative, and all decisions pertaining to said work shall be made in the name of the Executive Director. Any dispute involving matters of fact pertaining to the scope or details of work to be performed or completed under the terms of the Agreement shall be decided by the Executive Director, which decision shall be final in regard to the Authority's position.

ARTICLE III - SERVICES OF THE CONSULTANT

The Consultant will perform those services related to the Project as detailed under the Authority's Scope of Services entitled WSA- incorporated herein and attached hereto at Exhibit A pertaining to . The Proposal and the scope of work pertaining to are hereby incorporated herein and are attached hereto at Exhibit . The Consultant shall provide additional services during the contract term as agreed upon by the parties.

ARTICLE IV - PERIOD OF SERVICE

All work to be performed under this Agreement shall be for a period of .

ARTICLE V -ADMINISTRATIVE SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant shall perform all customary professional services and shall attend conferences with the Executive Director and the Authority, which may be required in connection with the services to be rendered under this Agreement.

ARTICLE VI - DATA TO BE FURNISHED BY THE AUTHORITY

The Authority will furnish to the Consultant all available information and documents pertinent to the scope of services to be performed under this Agreement.

ARTICLE VII - EXTRA WORK

The Contract may be modified to include extra work not included under ARTICLE III - SERVICES OF THE CONSULTANT of this Agreement. No extra work is to proceed until such time as the proper contract modification has been negotiated and approved in writing by the Executive Director of the Authority and the Consultant pursuant to ARTICLE XIV hereof.

ARTICLE VIII - COMPENSATION FOR SERVICES

The total cost of the Authority for the Services rendered in the performance of this Agreement shall be limited to _____ dollars for the _____, per attached scope of services. .

ARTICLE IX -PAYMENT PROCEDURES

The Consultant shall submit progress invoices on a monthly basis to the Authority showing in detail the services performed during the invoice period and the charges therefore. Within thirty (30) days after receipt of an invoice, on a form acceptable to the Authority, the Authority shall pay the full amount of the invoice. However, if the Authority objects to all or any portion of an invoice, it shall notify the Consultant of the same within fifteen (15) days from date of receipt of that invoice, and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice, such that payment is not delayed beyond sixty (60) days.

Acceptance by the Consultant of said payment shall operate as, and shall be a release to the Authority from all claims and liability to the Consultant for anything done or furnished for, or relating to, the work called for or to be done under and pursuant to the provisions of this Agreement. The Consultant further agrees that all such records will be made available, at the Consultant's office, to the Authority for purpose of audit by the Authority upon reasonable notice at any time during the term of this Agreement and for a period of three (3) years thereafter.

ARTICLE X - INSURANCE REQUIREMENTS

The following insurance is required of the Consultant, or his subcontractors, where applicable:

Workers' Compensation - New Jersey Statutory Limits.

Employers' Liability - minimum limit of \$1,000,000 combined single limit.

Automobile Bodily Injury & Property Damage Liability- in amounts of at least \$1,000,000 combined single limit.

Commercial General Liability (CGL) Form, including, personal injury and broad form contractual liability, in amounts of at least \$1,000,000 combined single limit, or applicable Excess Liability coverage to reach this limit.

NOTE: If applicable, the Consultant shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.

All insurance to be with insurance companies authorized to do business in the State of New Jersey with:

Best's Key Rating of "A" or better.

The "New Jersey Water Supply Authority" shall be named as an "Additional Insured" with regard to general and automobile liability coverage.

The Consultant shall also procure and maintain contractors Equipment Insurance for mobile equipment and machinery owned/leased by the Consultant and utilized during the project, if applicable.

All of the policies of insurance so required to be purchased and maintained (or certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Authority by certified mail. The Consultant shall submit proof(s) of insurance to the Authority for all insurance required under this section.

The Consultant shall not proceed on any work under this Contract until all required insurance coverage is obtained and bound.

ARTICLE XII - INDEMNIFICATION

The Consultant, during the performance of work under this Agreement, shall defend, indemnify and otherwise save harmless the Authority, from any and all third party claims or actions at law, for which the Authority shall not be reimbursed by insurance, including but not limited to reasonable attorney's fees and court costs, resulting from the negligent or willful misconduct, including errors and omissions, of the _____, its employees or agents, to exercise such care, skill and diligence as professionals ordinarily exercise under similar circumstances.

ARTICLE XIII - NON-SOLICITATION

The Consultant does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner that is contrary to the laws of the State of New Jersey and, in particular, the provisions of N.J.S.A. 52:34-15 and N.J.S.A. 52:34-19, and that the Consultant has not and shall not violate said laws of the State of New Jersey relating to the procurement of or the performance under this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any Authority employee or officer.

ARTICLE XIV - NON-DISCRIMINATION

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

The Consultant 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 or sex. The Consultant 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 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 Consultant 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.

The Consultant or Subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The Consultant or Subcontractor, where applicable, will send to each labor union or representative of 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 Consultant commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Consultant 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 section 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.

The Consultant or Subcontractor agrees to inform in writing appropriate recruitment in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Consultant 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.

The Consultant 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.

The Consultant and its Subcontractors 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, and public agencies 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).

ARTICLE XV - RESPONSIBILITY OF THE CONSULTANT

Notwithstanding any other provision in the Agreement, the Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority as a result of any breach of this Agreement by the Consultant and the Authority may withhold any payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages is determined and such monies withheld by the Authority may be applied toward the satisfaction of such

damages. The acceptance, approval or payment for any of the service performed by the Consultant hereunder shall not constitute a release or waiver of any claim the Authority has or may have for defects or errors or other breach of the Agreement on the part of the Consultant and of any term or condition to be performed by the Consultant hereunder.

ARTICLE XVI - MODIFICATION OF AGREEMENT

The terms, conditions and provisions of this Agreement cannot be modified or varied except in writing, signed by a representative of the Consultant, to be binding upon the Consultant, and by the Executive Director, to be binding on the Authority.

ARTICLE XVII - COMMUNICATION

Until changed by written notice, given by either party to the other, following addresses for the representatives of the parties hereto shall be used for the mailings of all notices and reports required by this Agreement.

Executive Director
New Jersey Water Supply Authority
1851 Route 31
Post Office Box 5196
Clinton, New Jersey 08809
Telephone No.: (908) 638-6121

ARTICLE XVIII - CONTRACT REMAINING VALID

If any provision of the contract is determined to be ineffective or invalid under the laws of the State of New Jersey, all other provisions shall remain effective and valid, provided the purpose of the remaining valid and effective provisions is not frustrated.

ARTICLE XIX - TERMINATION

The Authority may, at any time, direct the termination of this Agreement, effective upon receipt by the Consultant of written notice of such termination. Costs and disbursements incurred by the Consultant up to the time of termination shall be reimbursable in accordance with the provisions set forth in ARTICLES VIII and IX of this Agreement.

ARTICLE XX - ASSIGNMENT

This Agreement shall not be transferred or assigned to any other individual, firm partnership or corporation without the prior written consent of the Authority.

ARTICLE XXI - APPLICABLE LAW

This Agreement shall be construed according to the laws of the State of New Jersey, insofar as existence of a contract as a binding agreement and matters concerning performance or breach thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

ARTICLE XXII- NEW JERSEY BUSINESS CERTIFICATION

The Consultant shall provide proof of valid business registration with the Division of Revenue in the Department of the Treasury to the Authority; no contract shall be entered into unless the Consultant first provides proof of valid business registration.

A Subcontractor under contract shall provide and the Consultant shall forward proof of valid business registration within the Division of Revenue to the Authority. No Subcontract shall be entered into by the Consultant under contract with the Authority unless the Subcontractor first provides proof of valid business registration.

ARTICLE XXIII - RESTRICTIONS ON POLITICAL CONTRIBUTIONS

Business entities will not be awarded Authority contracts if they have made certain political contributions as outlined below.

Effective October 15, 2004 Executive Order 134 prohibits the Authority from entering into a contract that exceeds \$17,500 with an individual, or entity that has made a political contribution to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or political party committee. Executive Order 134 further requires the disclosure of all contributions to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

Contractors shall be required to file the appropriate certification and disclosure forms with the New Jersey Department of Treasury for review of compliance, prior to contract award.

ARTICLE XXIV - ENTIRE CONTRACT

Provisions contained herein or incorporated herein by reference constitute the entire Agreement and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter hereof.

Contract No. WSA C_____

IN WITNESS WHEREOF, the New Jersey Water Supply Authority and have caused this contract to be executed by their duly authorized officers or representatives as of the day and year first written above.

WITNESS: **NEW JERSEY WATER SUPPLY AUTHORITY**

By: _____

Dated: _____

By: _____

Henry S. Patterson III
Executive Director

WITNESS:

By: _____

Dated: _____

By: _____

Name Typed: _____
Title: _____

Reviewed and Approved As to Form:

PETER C. HARVEY
Attorney General for the State of New Jersey

By: _____

Helene P. Chudzik
Deputy Attorney General