

RESOLUTION

14-150

No. _____

Date of Adoption

APR 17 2014

Factual content certified by

Approved as to Form and Legality

[Signature]
City Attorney

[Signature]
LUIS MOLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman /woman

[Signature] *[Signature]*

presents the following Resolution:

RESOLUTION AWARDAING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO HATCH MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4112 FOR PROFESSIONAL ENGINEERING SERVICES AFTER RECEIPT OF BIDS AND BEFORE AND DURING THE CONSTRUCTION OF DISTRIBUTION SYSTEM IMPROVEMENTS INCLUDING CLEANING AND CEMENT MORTAR LINING OF CAST IRON WATER MAINS, INSTALLATION OF REPLACEMENT WATER MAINS AND OTHER RELATED IMPROVEMENTS IN EWING TOWNSHIP FOR THE DIVISION OF TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED \$508,635.00 -

RFP2013-513

WHEREAS, the City has a need for Professional Engineering Services After Receipt of Bids and Before and During the Construction of Distribution System Improvements including Cleaning and Cement Mortar Lining of Cast Iron Water Mains, Installation of Replacement Water Mains and other Related Improvements in Ewing Township for the Department of Public Works, Division of Trenton Water Works; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on January 28, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Hatch Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in the amount not to exceed \$508,635.00 have been certified to be available in the following account number C-06-14-55-059G-343; and

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

1. The Mayor is hereby authorized to enter into a contract with Hatch Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-411
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				HOLLY WARD					MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

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

APR 17 2014

[Signature]
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP # 2013-53
RESOLUTION #14-150

THIS CONTRACT, made this **18TH** day of **APRIL 2014** by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **HATCH MOTT MCDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("CONTRACTOR")**.

WHEREAS, the City has need for **PROFESSIONAL ENGINEERING SERVICES** after receipt of bids and before and during the construction of distribution systems improvements including cleaning and cement mortar lining of cast iron water mains, installation of replacement water mains and other related improvements in Ewing Township for the Department of Public Works, Division of Trenton Water Works.

WHEREAS, Contractor agrees to perform **Professional Engineering Services** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain **HATCH MOTT MCDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830** for the City of Trenton, Department of Public Works, Division of Trenton Water Works.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
 - Provide bid period services, including but not necessarily limited to, review of bidders' bid (equipment, relevant experience, cost proposal, etc.) and preparation of a bid report with findings and recommendations.
 - Coordinate, schedule and attend a Pre-construction meeting with TWW, Contractor, NJDEP, Local Fire and Police Departments, and prepare and distribute minutes of the meeting to attendees and to other designated recipients

4. **COMPENSATION:**

- (a) All work performed by Contractor according to the attached scope of services shall not exceed **\$508,635.00**
- (b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;
- (c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 14-150**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Public Works, Trenton Water Works.

5. **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.

6. **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.

7. **INTEGRATION: RFP2013-53** 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.

8. **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.

9. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

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.

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.

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).

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