

# RESOLUTION

No. 14-53

Date of Adoption

**FEB 06 2014**

Approved as to Form and Legality

Factual content certified by

City Attorney

Title: LUIS MOLLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman /woman

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO RIKER DANZIG, SCHERER, HYLAND, AND PERRETTI, LLP, ONE SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962 FOR SPECIALIZED LEGAL SERVICES FOR A PERIOD OF ONE YEAR; FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED \$50,000.00 RFP2013-33B**

**WHEREAS**, the City has a need for Specialized Legal Services for the Department of Public Works, Division of Trenton Water Works; and

**WHEREAS**, a request for proposal was advertised, and three (3) proposals were received on November 19, 2013, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Riker, Danzig, Scherer, Hyland and Perretti, LLP, One Speedwell Avenue, Morristown, New Jersey 07962 in an amount not to exceed of \$50,000.00 for a period of one year 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 \$50,000.00 have been certified to be available in the following account number 04-05- -5500-899-001; 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 Riker, Danzig, Scherer, Hyland and Perretti, LLP, One Speedwell Avenue, Morristown, New Jersey 07962.
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

**FEB 06 2014**

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**  
**RFP # 2013-33B**  
**RESOLUTION #14-53**

**THIS CONTRACT**, made this 7<sup>TH</sup> day of FEBRUARY 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **RIKER, DANZIG, SCHERER, HYLAND AND PERRETTI, LLP, ONE SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962 ("CONTRACTOR")**.

**WHEREAS**, the City has need for **SPECIALIZED LEGAL SERVICES** for negotiations between Trenton Water Works and New Jersey American Water concerning the interconnection agreement for the City of Trenton.

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

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

**PROFESSIONAL SERVICES:** The City agrees to retain **Riker, Danzig, Scherer, Hyland and Perretti, LLP, One Speedwell Ave, Morristown, NJ 07962** for the City of Trenton, Department of Public Works, Division of Trenton Water Works.

1. **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:

- Consultant shall be an Attorney (s) licensed to practice in New Jersey and in good standing
- Shall have extensive experience in legal matters pertaining to New Jersey Water companies.
- Must have extensive experience dealing and negotiating with regulated water companies in NJ.
- Significant experience relative to working with the NJ Board of Public Utilities is required
- The Attorney and Firm shall have no conflict of interest as it relates to executing the tasks above

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning February 7, 2014 through February 6, 2015.

10. **MISCELLANEOUS PROVISIONS:**

Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed,

*Edward K DeWitt, Partner*

Riker, Danzig, Scherer, Hyland and Perretti, LLP  
One Speedwell Ave  
Morristown, NJ 07962

Seal



OMELA B. SAEED  
A Notary Public of New Jersey  
My Commission Expires August 22, 2016

Attest:

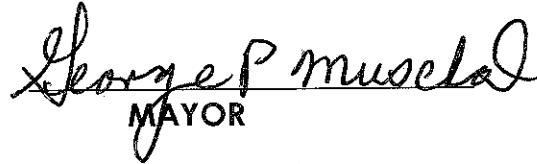
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals  
the day and year above written.

ATTEST:

CITY OF TRENTON



RICHARD M. KACHMAR  
CITY CLERK

  
MAYOR