

# RESOLUTION

No. 14-436

Date of Adoption JUL 17 2014

Approved as to Form and Legality

City Attorney

Factual content certified by

Luis Mollinedo  
Title: LUIS MOLLINEDO, PUBLIC WORKS DIRECTOR

Councilman /woman

Zachary A. Chester

presents the following Resolution:

**RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A- HATCH MOTT MACDONALD, 111 WOOD STREET, ISELIN, NEW JERSEY 08830 FOR THE STUDY AND PRELIMINARY BASIS OF DESIGN REPORT FOR THE FERRIC CHLORIDE & FLUORIDE SOLUTION DAY TANKS FOR THE DEPARTMENT OF PUBLIC WORKS, TRENTON WATER WORKS FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$22,300.00 - RFP2014-11**

WHEREAS, the City has a need for a study and preliminary basis of design report for the ferric chloride & fluoride solution day tanks for the Department of Pubic Works, Trenton Water Works; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on March 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 Street, Iselin, NJ 08830 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, the contract with Hatch Mott MacDonald shall be for a period of one (1) year in an amount not to exceed \$22,300.00; and

WHEREAS, funds in the amount not to exceed \$22,300.00 have been certified to be available in account number C-06-12-55-K20C-398 from July 1, 2014 through June 30, 2015 contingent upon the adoption of FY'2015 final budget; 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 Street, Iselin, NJ 08830.
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	✓				CHESTER	✓			
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				REYNOLDS JACKSON	✓								

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

JUL 17 2014

Zachary A. Chester  
President of Council

Paul M. ...  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**  
**RFP # 2014-11**  
**RESOLUTION # 14-436**

**THIS CONTRACT**, made this **17<sup>TH</sup>** day of **JULY** by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **HATCH MOTT MCDONALD, 111 WOOD STREET, ISELIN, NEW JERSEY 00830** ("**CONTRACTOR**").

**WHEREAS**, the City has a need for **PROFFESIONAL ENGINEERING SERVICES** for the City of Trenton, Department of Recreation, Natural Resources and Culture.

**WHEREAS**, Contractor agrees to perform **FOR THE STUDY AND PRELIMINARY BASIS OF DESIGN REPORT FOR THE FERRIC CHLORIDE & FLUORIDE SOLUTION DAY TANKS FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS, TRENTON WATER WORKS** 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 Street, Iselin, NJ 08830.
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:
  - The consultant shall perform a review including, but not limited to, the following: Review existing plans, existing operation and maintenance manuals, and interview operations staff to discuss operational issues.
  - The consultant shall perform a review including, but not limited to, review of all existing feed equipment and appurtenances associated with the ferric chloride and fluoride systems.
  - The consultant shall review including, but not limited to, review of all existing site plans, drawings, and potential modifications need in the future.
  - A study shall be performed to include, but not necessarily limited to, identifying the advantages and disadvantages of installing day tanks, the sizing of the tanks, location of the tanks, constructability of

the tanks, effects on operations, safety concerns, estimated construction costs, effects on other NJDEP programs (DPCC, etc.), containment, pumping requirements, redundancy, serviceability of the equipment, any regulatory items, regulatory requirements for day tank, etc. This shall allow consideration for future improvements that may be required.

- Prepare 4 draft copies of the study describing the findings with recommendations.
- Conduct a meeting with Trenton Water Works staff to discuss the draft report on the findings and recommendations.
- Incorporate comments from the Trenton Water Works staff into a final study listing the recommendations. Five copies of the final document shall be furnished to Trenton Water Works as well as two electronic copies.
- Conduct a meeting with Trenton Water Works to discuss the study recommendations to be incorporated into the Preliminary Basis of Design.
- Prepare four copies of the draft Preliminary Basis of Design at 50% and 95% complete for review and comment by Trenton Water Works.
- Attend two meetings with Trenton Water Works to discuss the draft Preliminary Basis of Design reports. These shall be held at 50% and 95% design.
- Incorporate Trenton Water Works' comments into the final Preliminary Basis of Design. Six copies of the final Preliminary Basis of Design shall be furnished upon completion. There shall be two PDF electronic copies and two electronic file in Microsoft Word. Electronic files of all drawings shall be furnished in AutoCAD 2012 (or older).

**DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning date award until the completion of work .

3. **COMPENSATION:**

- (a) All work performed by Contractor according to the attached scope of services shall not exceed **\$22,300.00**.
- (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.

**14-436**, 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**. Notice shall be given the billing cycle before the contract amount is expected to be exhausted.

4. **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.
5. **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.
6. **INTEGRATION: RFP 2014-11** 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.
7. **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.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
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, 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 take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Applicable employment goals shall conform to 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:

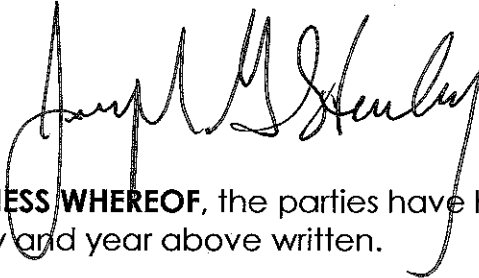
1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

*Albert Beninato*  
Albert Beninato, EVP

HATCH MOTT MCDONALD, LLC  
111 WOOD STREET  
ISELIN, NJ 08830

Seal

Attest:



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

ATTEST:

CITY OF TRENTON



RICHARD KACHMAR  
CITY CLERK



ERIC E. JACKSON  
MAYOR