

RFP2017-02 DEVELOPMENT AND PREPARATION OF THE CONSUMER CONFIDENCE REPORT FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS, TRENTON WATER UTILITY BID OPENING MARCH 1, 2017 AT 11:00AM

RFP2017-02 DEVELOPMENT AND PREPARATION OF THE CONSUMER CONFIDENCE REPORT FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS, TRENTON WATER UTILITY		
NUMBER OF RESPONDENTS:	2	
NAME OF BIDDER	AGRA ENVIRONMENTAL AND LABORATORY SERVICES, INC.	VAN-NOTE HARVEY ASSOCIATES, INC.
ADDRESS	90 1/2 WEST BLACKWELL STREET	103 COLLEGE ROADT EAST
CITY, STATE, ZIP	DOVER, NJ 07801	PRINCETON, NJ 08540
CONTACT NAME	CHARLES T. ANZOLUT-SPECIAL PROJECTS MANAGER	AGHA S. HASAN, PE
TELEPHONE	973-989-0010	609-987-2323
FAX	973-989-0156	609-987-0005
E-MAIL	CANZOLUT@AGRA.US	AHASAN@VANNOTEHARVEY.COM
STOCKHOLDER DISCLOSURE STATEMENT	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED
NON-COLLUSION AFFIDAVIT	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY POLITICAL CONTRIBUION DISCLOSURE FORM	INCLUDED INCLUDED	INCLUDED INCLUDED
EIC	CERT. # 40087 EXP. 06/15/2021	CERT.# 1491 EXP. 06/15/2019
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR
COMPLIANCE WITH 60-DAY CONTRCT EXTENSION	YES	YES
COMPLIANCE WITH EMERGENCY SERVICES EXCEPTIONS	NO NONE	NO NONE
GRAND TOTAL	\$16,400.00	\$17,700.00
FATAL FLAW	NONE	NONE

VAN NOTE-HARVEY ASSOCIATES, INC.
STANDARD PROVISIONS OF AGREEMENT

1. CHANGES IN SCOPE OF SERVICES - All changes in project scope or design which are required by the CLIENT, architect, planner or reviewing agencies will be considered additional work. Unless a specific price is agreed to, in advance, and in writing, all project additional work will be billed on a time and material basis using Van Note-Harvey Associates (VNHA) standard per diem billing rate schedule, a copy of which will be supplied upon request.

2. PROJECT DELAYS - If VNHA is delayed at any time in the progress of service any specific project or activity by an act or failure to act or neglect of CLIENT or CLIENTS employees, consultants or any other party, or by changes in the scope of the work, by unforeseen circumstances including acts of force nature or without limitation fires, floods, riots, strikes, by foreign or domestic governmental acts or regulations, by delay authorized by CLIENT and not agreed to by VNHA, or by any cause beyond the reasonable control of VNHA, then the time for completion shall be extended, by mutual agreement. If the time for completion is extended for more than nine (9) months, the compensation will be increased automatically by fifteen (15) percent.

3. MINIMUM DESIGN TIME REQUIRED - Quoted fees assume that not less than the minimum time requirements for services under each item is provided. Accelerated scheduling (if accepted by VNHA) will require authorization of overtime fee premiums prior to commencement of services. Premiums will be determined by mutual agreement based on the actual schedule requested.

4. SERVICES BY OTHERS - VNHA prefers that all work outside our scope of services that will be performed by others be contracted directly to the CLIENT. In situations where the CLIENT insists that work by others be sub-contracted by VNHA, it will be necessary for CLIENT to submit prepayment of subcontractor's fees plus fifteen (15) percent to VNHA prior to the commencement of work by others.

5. DOCUMENTS - Any reports, drawing, plans or other documents (copies) furnished to VNHA by the CLIENT shall, at CLIENTS written request, be returned upon completion of the Services hereunder, provided however that VNHA may retain one (1) copy of any such documents. VNHA owns the documents which it produces and client shall obtain prior written consent from VNHA for any other use of such documents not project related. Unless otherwise expressly agreed to in writing by the parties hereto, nothing in this Agreement shall be interpreted to prevent VNHA from application and use of any information learned by it from this project. Neither the CLIENT nor VNHA shall assign his interest in this agreement without the written consent of the other.

6. INSURANCE - VNHA is protected by Workmen's Compensation Insurance, and General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. Within the limits of said insurance, VNHA agrees to save the CLIENT harmless from and against loss, damage, injury, or liability to the client caused by the negligent acts or omissions of VNHA's employees, agents and subcontractors and their employees and agents. If the CLIENT requires further insurance coverage, VNHA will obtain said coverage (if procurable) at the CLIENT'S expense to protect VNHA and CLIENT, however, under no circumstances will VNHA be responsible for personal injury or property damage from any cause including fire and explosion beyond the amount and coverage of available insurance. In addition, VNHA shall be included as an additional and intended beneficiary under any hold harmless Agreements against third party suits between the CLIENT and contractor or any other third party including without limitation any other contractor or supplier and any contractor who may perform work or provide material in connection with any services performed by VNHA. The CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the CLIENT further agrees to defend, indemnify and hold VNHA harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except to the extent caused by the sole negligence of VNHA in the performance of its professional services. VNHA will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities and no other warranties, express or implied, are made or intended in any of VNHA's proposals, contracts or reports.

7. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. VNHA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. VNHA and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for VNHA to take immediate measures to protect health and safety. VNHA agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. VNHA shall have the right to take any and all measures that in VNHA's professional opinion are justified to preserve and protect the health and safety. In addition, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS ON-SITE NOT OWNED BY CLIENT - In the event the project site is not owned by CLIENT, CLIENT warrants he has obtained all necessary permissions for VNHA to enter onto the site and conduct subsurface exploration activities. CLIENT must notify VNHA in writing should CLIENT discover the existence of hazardous wastes. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against VNHA. Accordingly, in such situations, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss of any type arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

9. WETLANDS - State and Federal laws and regulations exist which govern work adjacent to and within wetland areas. Even unintentional violation of wetlands could result in an order to restore the property and/or fines at the expense of the owner/developer. It is the responsibility of the CLIENT to retain VNHA and/or other qualified consultant as necessary to determine the absence of, or extent of wetlands, if any, on site potentially affected by the project as the case may be in accordance with applicable laws and regulations prior to undertaking design. All revisions to the project required as a result of wetlands are not included in the fees quoted and will only be provided as an additional service.

10. INDEMNIFICATION - With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described previously and to the extent the same are not covered by the insurance maintained by VNHA, CLIENT shall defend, indemnify and hold harmless VNHA and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of VNHA services under this Agreement including, but not limited to, VNHA professional negligence, errors or omissions.

11. CLIENTS REPRESENTATION - The CLIENT represents that it has insurance coverage and/or sufficient assets to fulfill the conditions of the indemnification provision of this Agreement.

12. CLIENT RELINQUISHMENT OF ANY CLAIM - The CLIENT agrees that it shall bring no claim for negligence, breach of contract, indemnity or otherwise against VNHA if such claim involves VNHA services as related to pollutants.

13. CONSTRUCTION CONTINGENCY - On every project inevitable errors may occur. VNHA suggests that the CLIENT provide a construction budget contingency of five to ten percent of the project construction cost to allow for mistakes that are made by the client, VNHA, or the contractor.