

# RESOLUTION

13-496

No. \_\_\_\_\_  
 Date of Adoption AUG 15 2013

Approved as to Form and Legality

Factual content certified by

Cayle M. Amara  
 City Attorney

[Signature]  
 Title: LUIS MOLLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman / woman Zachary C. Chester 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 HATCH MOTT MCDONALD, 27 BLEEKER STREET, MILLBURN, NEW JERSEY 07041 TO PROVIDE THE REVIEW, ANALYSIS/BENCH PILOT TESTING, DESIGN AND CONSTRUCTION OBSERVATION SERVICES FOR REPLACEMENT AND UPGRADE OF MECHANICAL DEWATERING FACILITY POLYMER FEED SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS, TRENTON WATER WORKS IN THE AMOUNT NOT TO EXCEED \$163,500.00-RFP # 77B**

**WHEREAS**, the City has a need to provide the Review, Analysis/Bench Pilot Testing, Design and Construction Observation Services for Replacement and Upgrade of Mechanical Dewatering Facility Polymer Feed System for the Department of Public Works, Trenton Water Works; and

**WHEREAS**, a request for proposal was advertised on April 15, 2013 and two (2) proposals was received on May 7, 2013 and was evaluated by a committee based on criteria that included experience, references, understanding of requirements and cost; and

**WHEREAS**, the proposal of Hatch Mott McDonald, 27 Bleeker St., Millburn, NJ 07041 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal for a period of one year; and

**WHEREAS**, funds in an amount not to exceed \$163,500.000 have been certified to be available in the following account number C-06-12-55-P20C-332 contingent upon the adoption of the temporary or final budget for the year; 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 McDonald to provide the review, analysis/bench pilot testing, design and construction observation services for replacement and upgrade of mechanical dewatering facility polymer feed system for the Department of Public Works, Trenton Water Works.
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	✓				MCBRIDE	✓				MUSCHAL	✓			
CALDWELL	✓				REYNOLDS	✓								
WILSON	✓				JACKSON	✓								
CHESTER	✓				HOLLY	✓								
	✓				WARD	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on AUG 15 2013

George P. Muschal  
 President of Council

[Signature]  
 City Clerk  
[Signature]  
 Deputy

**PROFESSIONAL SERVICES CONTRACT**  
**RFP # 77B**  
**RESOLUTION #13-496**

**THIS CONTRACT**, made this 15<sup>TH</sup> day of AUGUST 2013 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **HATCH MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4112 ("CONTRACTOR")**.

**WHEREAS**, the City has a need for Professional Engineering Services to provide the Review, Analysis/Bench Pilot Testing, Design and Construction Observation Services for Replacement and Upgrade of Mechanical Dewatering Facility Polymer Feed System for the City of Trenton Department of Public Works, 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 MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112 at the request of and under the general supervision of the City of Trenton, Department of Public Works, 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:
  - Review existing plans, operation and maintenance manuals, review existing systems and modifications, interview operations staff to discuss operational issues, review polymer specification versus products being used, and belt filter press operation.
  - Review data on flows, sludge generation, sludge analysis.
  - Review feed lines, mixing valves, application points, etc.
  - Review regulatory concerns and recycled water impacts on regulatory/treatment compliance.
  - Perform studies, including bench and/or other, to determine optimum polymers to be used, dosages, and points of application

to optimize the mechanical dewatering without adversely affecting the water treatment

plant operation. Tests shall be conducted over a temperature range that is experienced by the facility. At a minimum the tests shall be performed at 1, 5, 10, 15, and 20 degrees C. The testing shall also be conducted using different thickened residual characteristics. This shall include, but not be limited to, various solids concentrations, solids with alternate polymer feeds at different locations in the process, and means of application.

- Prepare four copies of a draft report that summarizes the findings, tabulates testing, and recommends criteria for design for a new polymer feed system with supporting reasons. Reasons shall include but not be limited to financial (capital and operational), user friendly operational strategy, safety, storage and site constraints, maintenance accessibility, regulatory, recycle water concerns, optimum dewatering, etc.
- Attend a meeting with Trenton Water Works to discuss the draft report and review the approaches.
- Incorporate Trenton Water Works' comments into the final report and furnish four copies, one PDF electronic copy, and one electronic file in Microsoft Word.
- Conduct a meeting with Trenton Water Works to discuss the approach to be taken when preparing the plans and specifications.
- Prepare four copies of the plans and technical specifications for review and comment by Trenton Water Works. The draft plans and specifications shall include but not be limited to SCADA controls, belt filter press controls, piping, electric, mixing, application, metering, hot water system for makeup water, etc.
- Attend a meeting with Trenton Water Works to discuss the draft plans and specifications.
- Incorporate Trenton Water Works' comments into the final plans and specifications, meet with purchasing and ensure all City documents and language is incorporated into the plans and specifications, and prepare/submit one PDF electronic copy and one electronic file in
- Prepare necessary documents to obtain any permits required by the City of Trenton and, if necessary, required by any other jurisdictional agency.
- Provide bid period services, including but not necessarily limited to, review of bidder's bid (equipment, relevant experience, cost proposal, etc.) and preparation of a bid report with findings and recommendations.

- Provide construction period services, including but not necessarily limited to, review of shop drawings, construction observation, review and validation of contractor payment requests, preparation of construction activity summary reports; scheduling, attending and providing agenda and meeting minutes for a pre-construction meeting and monthly or biweekly progress meetings; evaluating contractor requests for change orders and, if determined to be prudent or required after review by duly authorized Trenton Water Works personnel, preparing the necessary documents to process the change order request; and evaluating Trenton Water Works personnel change order requests orders and Determined to be prudent or required after review by duly authorized Trenton Water Works personnel, preparing the necessary documents to process the change order request.
  - Provide training to Trenton Water Works operation and maintenance staff.
  - The training for the operations staff shall concentrate on the optimization of the sludge dewatering characteristics by modifying the operation of the polymer feed equipment. How the equipment works and minor maintenance needs. There shall be an allowance of up to 3 separate four hour sessions. This is designed to be able to cover training employees who work on rotating shifts.
  - The training for the maintenance staff shall concentrate on all of the mechanical components of the system, routine service requirements, maintenance requirements, troubleshooting, as well as the operation of the equipment.
  - The consultant shall furnish a minimum of 5 sets of O&M manuals for the equipment supplied. The O &M's shall be specific to the equipment installed at Trenton Water Works and not have extraneous generic information. The consultant shall also furnish typed SOP's (Standard Operating Procedures) both electronically (PDF & Word) as well as hard copies.
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **August 16, 2013** through **August 15, 2014**.
4. **COMPENSATION:**
- (a) All work performed by Contractor according to the above described scope of services shall not exceed \$163,500.00.
  - (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. 13-496 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 in the billing cycle before the contract amount is expected to be exhausted.

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:** RFP2013-77B and this contract constitute 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.
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.

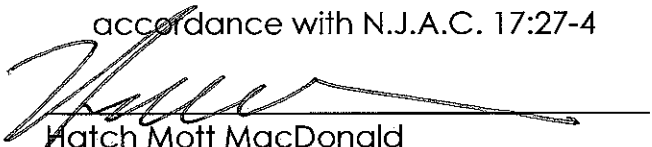
Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these e

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



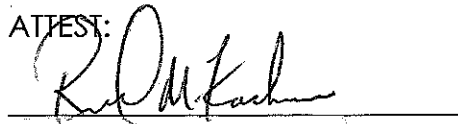
Hatch Mott MacDonald  
111 Wood Avenue South  
Iselin, NJ 08830-4112

**Seal**

Attest:

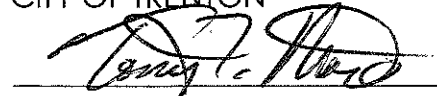
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:



**CITY CLERK**

CITY OF TRENTON



**HONORABLE TONY F. MACK  
MAYOR**