RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO AMEC FOSTER WHEELER, 200 AMERICAN METRO BLVD., SUITE 113, HAMILTON, NEW JERSEY 08619 TO CONDUCT VALUE ENGINEERING AND COST ESTIMATION FOR THE ASSUNPINK DAYLIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED $44,285.00 – RFP2016-11

WHEREAS, the City has a need for Professional Services to conduct value engineering and cost estimation for the Assunpink Daylighting Project for the City of Trenton, Department of Housing and Economic Development for a period of one year; and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on April 20, 2016 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of AMEC Foster Wheeler, 200 American Metro Blvd, Suite 113, Hamilton, NJ 08619 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 an amount not to exceed $44,285.00 have been certified to be available in account number G-FF-10-60-531B-290.

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 professional services contract with AMEC Foster Wheeler, 200 American Metro Blvd, Suite 113, Hamilton, NJ 08619 for a period of one year; in an amount not to exceed $44,285.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at N.J.S.A. 40:69A-163.

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.

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\begin{array}{cccc|cccc|cccc}
\text{Aye} & \text{Nay} & \text{Abstain} & \text{Absent} & \text{Aye} & \text{Nay} & \text{Abstain} & \text{Absent} & \text{Aye} & \text{Nay} & \text{Abstain} & \text{Absent} \\
\hline
\text{BETHEA} & \checkmark & & & \text{HOLLY} & \checkmark & & & \text{WARD} & \checkmark & & \text{CHESTER} & \checkmark \\
\text{CALDWELL} & & & & \text{WILSON} & & & & \text{MUSCHAL} & & & \checkmark \\
\text{HARRISON} & & & & \text{REYNOLDS} & & & & \text{JACKSON} & & & \checkmark \\
\end{array}
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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 01, 2016
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-11
RESOLUTION # 16-557

THIS CONTRACT, made this 15TH day of SEPTEMBER 2016 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC., 200 AMERICAN METRO BLVD., STE. 113, HAMILTON, NEW JERSEY 08619 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING CONSULTING SERVICES Engineering Consultant for Value Engineering and Cost Estimating for the Assunpink Daylight Project for for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL ENGINEERING CONSULTING SERVICES for the City of Trenton, Department of Housing and Economic Development 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 award a contract to AMEC Foster Wheeler Environment and Infrastructure, Inc., 200 American Metro Blvd., Ste. 113, Hamilton, New Jersey 08619 for the City of Trenton, Department of Housing and Economic Development.

1. SCOPE OF SERVICES: The City of Trenton is seeking one Consultant with no prior direct involvement with the Project either contractually or through prior review of design documents, to perform the following services:

   a) Review the most current set of design plans and specifications. The plans and specifications may be downloaded from this location: https://www.hightail.com/download/ZWJXGk02U1AzMWx4Tk1UQw
   b) Develop defined requirements on how the Consultant would bid and build the Project given the Project requirements and location.
   c) Make recommendations on revising plans and specifications to reduce construction risk, improve performance, and reduce cost.
   d) The deliverables for this project shall consist of a Design Alternatives and Value Engineering Final Report that includes, at minimum, the following:
   f) Identification of basic project functions and goals.
   g) Formulate up to two (2) best-value alternatives assuming construction by City using the City of Trenton procurement and project management practices and including:
   h) Evaluation of life cycle costs.
   i) Identification and evaluation of risk.
   j) Assessment of the schedule.
k) Constructability review.
l) Evaluation of contract/procurement options including a comparison of Federal and City procurement and construction methods as apply to the Project.
m) Evaluate the alternatives including the existing design and current cost estimate prepared by USACE and the Consultant's two (2) best-value alternatives.
n) Develop best alternatives including detailed cost estimates.
o) Provide recommendations and conclusions.
p) As necessary, the Consultant shall include photographs and drawings to explain and demonstrate design alternatives and backup findings and recommendations.
q) Meetings
r) The Consultant shall attend up to three (3) meetings with the City at Trenton City Hall as follows:
s) Kickoff Meeting: Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the City and other parties as required including subconsultants and representatives of relevant City Departments.
t) Progress Meetings: The City will schedule and administer meetings throughout progress of the work as needed and to discuss draft deliverables and preliminary findings. The Consultant shall attend up to two (2) Progress Meetings (in addition to the kick-off meeting) during the course of work at no additional charge to City.
u) Deliverables
v) All Deliverables required by the Scope of Work shall be submitted to the City in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from the City into the documents and resubmit them to the City for approval to finalize. Deliverables shall include:
w) Four (4) sets of the printed Final Report.
x) Electronic files containing all source files (Word, Excel, AutoCAD etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.
y) Electronic file containing "cover-to-cover" copy of the entire report in correct page order including all text, tables, figures, photos, and appendices in Acrobat PDF format.
z) The electronic files shall be made available to the City via FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

2. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded in an amount not to exceed $44,285.00 for a period of one year.
3. **COMPENSATION:** All work performed by the Contractor according to the attached scope of services. The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No.16-557 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 Housing and Economic Development.

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# 2016-11 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 nonbinding, 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.

9. **MISCELLANEOUS PROVISIONS:**

   a. 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;

b. 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.

c. 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.

d. 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.

e. 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.

f. 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 employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
g. 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).

h. 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.
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

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC., 200 AMERICAN METRO BLVD., STE. 113, HAMILTON, NEW JERSEY 08619

Seal

Attest:

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

9-16-16

DATE

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

9-10-16

DATE