RESOLUTION
No. 16-507

Date of Adoption: AUG 18 2016

Approved as to Form and Legality

[Signature]
MARC A. MCKITTHE, ESQ., CITY ATTORNEY

Factual content certified by

[Signature]
M. SEAN SEMPLE, ACTING DIRECTOR OF PUBLIC WORKS

Councilman /woman [Signature]
presents the following Resolution:

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 VAN CLEEF ENGINEERING ASSOCIATES, 32 BOWER LANE,
P.O. BOX 5877, HILLSBOROUGH, NEW JERSEY 08844 FOR DESIGN AND
CONSTRUCTION OBSERVATION SERVICES FOR REPLACEMENT AND
UPGRADE OF THE SEWAGE TREATMENT PLANT ROTARY ARM
DISTRIBUTION OF THE 160 TRICKLING FILTER MECHANISMS IN AN
AMOUNT NOT TO EXCEED $31,572.00 - RFP2016-12

WHEREAS, the City has a need for Professional Engineering Services for design and construction
observation services for replacement and upgrade of the Sewage Treatment Plant Rotary Arm Distribution of
the 160 Trickling Filter Mechanisms for the Department of Public Works, Trenton Sewer Utility for a period
of one year; and

WHEREAS, a request for proposal was advertised, and five (5) proposals were received on April 19,
2016 and were evaluated by a committee based on criteria that included experience, understanding of
requirements and cost; and

WHEREAS, the proposal of Van Cleef Engineering Associates, 32 Bower Lane, P.O. Box 5877,
Hillsborough, NJ 08844 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 $31,572.00 have been certified to be available in
account number 6-07-89-8920-412.

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 service contract with Van Cleef Engineering
   Associates, 32 Bower Lane, P.O. Box 5877, Hillsborough, NJ 08844 for a period of one year; in an
   amount not to exceed $31,572.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at

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.

<table>
<thead>
<tr>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on: AUG 18 2016

[Signature]
President of Council

[Signature]
City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-12
RESOLUTION # 16-507

THIS CONTRACT, made this 18th day of AUGUST 2016 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and VAN CLEEF ENGINEERING ASSOCIATES, 32 BOWER LANE, P.O. BOX 5877, HILLSBOROUGH, NEW JERSEY 08844 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING SERVICES for the City of Trenton, Department of Public Works, Trenton Sewer Utility;

WHEREAS, Contractor agrees to provide PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION OBSERVATION SERVICES FOR REPLACEMENT AND UPGRADE OF THE SEWAGE TREATMENT PLANT ROTARY ARM DISTRIBUTORS OF THE 160' TRICKLING FILTER MECHANISMS FOR THE CITY OF TRENTON DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRENTON SEWER UTILITY 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 Van Cleef Engineering Associates, 32 Bower Lane, P.O. Box 5877, Hillsborough, New Jersey 08844 for the Department of Public Works, Trenton Sewer Utility.

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:

   a. The consultant shall perform a review including, but not limited to, the following: Review existing plans, operation and maintenance manuals, review existing systems and modifications, etc.
   b. The consultant shall perform a review including, but not limited to, the following: Power, instrumentation, piping, controls, tanks, and enclosures related to the trickling filter operation.
   c. The consultant shall perform a review including, but not limited to, the following: Review regulatory concerns, including OSHA/PEOSHA, for the equipment, tanks, electrical (conduits pose tripping hazard), access, ladders, etc.
   d. The consultant shall perform a review including, but not limited to, the following: Any recommended instrumentation, control, and communication improvements.
   e. The consultant shall perform a review including, but not limited to, the following: Allowances for structural improvements in the media holding tanks and concrete supports for the rotary distributor center columns.
   f. The consultant shall perform a review including, but not limited to, the following: A review of the current maintenance practices for both efficiency and efficacy with the intent of future improvements of same, in coordination with new equipment.
g. Prepare recommendations that include, but not necessarily limited to, the replacement of all of the existing rotary arm distributor mechanisms including center columns to be replaced with modern units that employ the use of external drives to maintain optimal rotation during periods of low flow.

h. Prepare four copies of the draft recommendations that summarize the findings, tabulate testing, and recommend criteria for design for the improvements to the trickling filter rotary arm distributor mechanisms, but not necessarily be limited to the findings in 1-7 of the scope above.

i. Attend a meeting with TSU personnel to discuss the recommendations and review the approaches.

j. Incorporate TSU comments into the final recommendations and furnish four copies, one PDF electronic copy, and one electronic file in Microsoft Word.

k. Conduct a meeting with TSU to discuss the approach to be taken when preparing the plans and specifications.

l. Prepare four copies of the draft plans and technical specifications at 95% complete for review and comment by TSU.

m. Attend one meeting with TSU to discuss the draft plans and specifications. This shall be held at 95% design.

n. Incorporate TSU 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 Microsoft Word. There shall be an allowance for up to 20 hard copies of the plans and specifications during the bid period.

o. Prepare necessary documents to obtain any permits required by the City of Trenton and, if necessary, required by any other jurisdictional agency and/or NJDEP.

p. Provide bid period services, including but not necessarily limited to, review of bids (equipment, relevant experience, cost proposal, etc.) and preparation of a bid report with findings and recommendations.

q. 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 progress meetings. The consultant shall provide the following for the meetings:

i. Prepare an agenda.

ii. Evaluate contractor requests for change orders and, if determined to be prudent or required after review by duly authorized TSU personnel, preparing the necessary documents to process the change order request; and evaluating TSU personnel change order requests and, if determined to be prudent or required after review by duly authorized TSU, preparing the necessary documents to process the change order request.

iii. Scheduling of critical work tasks and coordinating activities between TSU and the contractor.

iv. Review the status of RFI’s and submittal approval status.

v. Resolve conflicts between any party (TSU, Consultant, and/or Contractor).
vi. Discuss issues that arise during the construction.

vii. Discuss the construction schedule and % complete.

viii. Review all equipment submittal documents and provide recommendation for approval of same.

ix. Review Contractor payment requests and provide recommendation for approval of same.

t. Provide on-site construction observation services to ensure the Contractor is complying with the plans, specifications, and appropriate time schedules. The timing of on-site services shall be coordinated between the consultant and TSU but shall not exceed 150 hours by the project’s completion.

s. Provide training to TSU operation and maintenance staff. The training for the operations staff shall concentrate on the optimization of the new equipment and its operation. Explain how the equipment works and minor maintenance needs. There shall be an allowance at least two (2) separate four hour sessions. This is designed to be able to cover training employees who work on rotating shifts.

u. The consultant shall furnish a minimum of 4 sets of O&M manuals for the equipment supplied as well as an electronic set. The O&M’s shall be specific to the equipment installed at TSU 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.

v. Coordinate completion of punch list items and perform necessary site inspections to verify that work items have been completed.

w. Furnish as-built hard copies in addition to PDF and Word.

w. Prepare and/or amend any plans that apply to the final design. Work with NJDEP or any other agencies for approvals and final documents. Incorporate changes into all documents and/or files.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force and shall be awarded for a period of one year in an amount not to exceed $31,572.00.

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. 16-507 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.

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#2016-12 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.

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.
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

DATE

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE

DATE