RESOLUTION

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE EVALUATION AND PRELIMINARY DESIGN OF THE WATER FILTRATION PLANT RAW WATER INTAKE, BAR RACKS, TRAVELING SCREENS AND APPURTENANCES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $122,100.00 – RFP# 2016-44

WHEREAS, the City of Trenton has a need for Professional Engineering Services for the Evaluation and Preliminary Design of the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurtenances for the City of Trenton, Department of Public Works, Trenton Water Works for a period of one year; and

WHEREAS, a request for proposal was advertised, and one (1) proposal was received on November 30, 2016 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $122,100.00 for a period of one year has been certified to be available in the following account number 07-05-55-5500-899.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is hereby authorized to enter into a contract with Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 to provide Professional Engineering Services for the Evaluation and Preliminary Design of the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurtenances for the City of Trenton, Department of Public Works, Trenton Water Works for a period of one year in an amount not to exceed $122,100.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

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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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAR 0 9 2017

President of Council

Acting City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-44
RESOLUTION: 17-113

THIS CONTRACT, made this 10TH day of MARCH 2017 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") and MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING SERVICES for the Evaluation and Preliminary Design of the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurtenances for a period of one (1) year for the City of Trenton, Department of Public Works, Trenton Water Works.

WHEREAS, Contractor agrees to provide PROFESSIONAL ENGINEERING SERVICES 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 of Trenton agrees to award a contract to Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 for the Evaluation and Preliminary Design of the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurtenances for a period of one (1) year for the City of Trenton, Department of Public Works, Trenton Water Works.

2. **SCOPE OF SERVICES:**

   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.
   The consultant shall perform a review including, but not limited to, the following: Controls, electrical, enclosures, etc.
   The consultant shall perform a review including, but not limited to, the following: Review regulatory concerns, including OSHA/PEOSHA, NJDEP, EPA, etc.
   The consultant shall perform a review including, but not limited to, structural improvements and conditions.
   The spray water, back wash water, and other systems used to keep the intake, spillways, etc. clear shall be reviewed to identify regulatory improvements necessary and options.
   The consultant shall perform a detailed review of the existing intake, bar racks, screening, spillway, and related appurtenances. This shall also include the conduits and connections of various flows that are returned to the head of the plant. A detailed survey of the zone[s] of influence around the intake shall be taken to show various levels of materials on the bottom.
   The consultant shall perform hydraulic studies on the Delaware River in the area around the Intake at various flow conditions and intake withdrawal rates. This shall be done to generate a hydraulic profile which may be used to determine improvement options. Hydraulic modelling shall be performed to identify how the sediment, debris, etc. flow and are affected by the intake.
   The consultant shall assemble data on the Delaware River in the area of the intake showing historical low, medium, and high flow conditions for:
   A. CFS
   B. Velocity (feet per second)
   C. Gauge height

   The consultant shall review the types of materials that flow down the river and could potentially affect the intake, bar racks, screenings, appurtenances, etc. and any design improvements.
   The consultant shall review the feasibility of using the Delaware Raritan Canal as a back-up source. This study shall include permits, water allocation costs, potential daily approval volumes, modifications that would be required, estimated costs, etc. Also, the feasibility of using the canal as a source for back flushing, spray water, etc. shall be explored.
Prepare four copies of a draft report to include, but not necessarily be limited to, the intake, bar racks, travelling screens, spillways, designs, related appurtenances, processes, operations, safety, regulations, river data, hydraulic data and simulations, feasibility studies, etc. Attend a meeting with Trenton Water Works to discuss the draft report. Incorporate Trenton Water Works’ comments into the final report and furnish four hard copies and one PDF electronic copy.
Prepare a draft preliminary design that addresses the findings in the report. Alternate designs shall be provided that are supported by hydraulic modelling. These shall be presented with estimated costs, benefits, constructability, permitting costs, estimated time allowance for issuing permits, etc. This shall also include any dredging requirements. Consideration shall be incorporated into the designs that allow for the collection of river samples prior to any chemical additions or recycled water. Four copies of the draft report shall be delivered to Trenton Water Works for review. The consultant shall attend a meeting with Trenton Water Works representatives to review the “draft” preliminary design report.
Incorporate Trenton Water Works’ comments into the final preliminary design report, furnish four hard copies, and one PDF electronic copy. Additionally, all drawings shall be supplied in AutoCAD Light 2012 or latter.

It is expected that this work may lead to the use of engineering and institutional controls to close the case.

2. DURATION OF THE CONTRACT: This contract shall remain in full force and shall be awarded in an amount not to exceed $122,100.00 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. 17-113 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.

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# 2016-44 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. ENFORCABILITY: 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 taken 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.

MOTT MACDONALD
111 WOOD AVENUE SOUTH
ISELIN, NEW JERSEY 08830
Seal

DATE

Attest:

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

ATTEST:

CITY OF TRENTON

PENELPES S. EDWARDS-CARTER
ACTING CITY CLERK

ERIC E. JACKSON
MAYOR

DATE

DATE