RESOLUTION

No. 17-725

Date of Adoption: OCT 31, 2017

Approved as to Form and Legality:

[Signature]

ACTING CITY ATTORNEY

Councilman/woman:

[Signature]

presents the following Resolution:

RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44-20.4 ET SEQ TO MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 FOR PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES FOR TRENTON WATER UTILITY IN AN AMOUNT NOT TO EXCEED $100,000.00 - RFP# 2017-27

WHEREAS, the City of Trenton has a need for Professional Engineering Services for Environmental Regulatory Compliance Issues for the City of Trenton, Department of Public Works, Trenton Water Utility for a period of one (1) year from date of award; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on July 6, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost, and

WHEREAS, the 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 $100,000.00 have been certified to be available in account number 8-05-35-5500-899-002 contingent upon the adoption of FY 2018 final budget; and

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

1. The Mayor is authorized to enter into a contract with Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 for a period of one (1) year from date of award.

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 OCT 31, 2017

[Signature]
President of Council

[Signature]
By Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2017-27
RESOLUTION 17-725

THIS CONTRACT, made this 3rd day of NOVEMBER 2017 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 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 Environmental Regulatory Compliance Issues for the City of Trenton, Department of Public Works, Trenton Water Utility in an amount not to exceed $100,000.00.

WHEREAS, Contractor agrees to provide 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 MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISelin, NEW JERSEY 08830 hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Public Works, Trenton Water Utility,

2. SCOPE OF SERVICES

- The primary goal of this Project is to provide professional engineering services to assist the Trenton Water Works with environmental regulatory compliance issues.
- The Professional shall provide, at a minimum, the following information with the proposal:
  - Experience: The Qualifications shall include descriptions of previous projects performed by members of the Project team that were similar to the scope of services requested herein. Provide references as applicable. The Consulting Engineers shall be required to document experience working at a drinking water utility the same size or larger than the Trenton Water Works. This work shall include designing modifications to treatment systems to include, but not necessarily limited to lime slaking systems, ferric chloride feed systems, polymer feed systems, SCADA & control systems, liquid chlorine feed systems, water treatment, pumping, distribution, structural, etc. Also the Consultant shall demonstrate qualifications in the environmental compliance regulatory programs include, but not necessarily limited to Air Permitting, Discharge Prevention Containment and Countermeasure, Discharge Confirmation Report, Public Employees Occupational Safety and Health, Spill Prevention Containment and Countermeasure and related matters.
  - Project Staff: Identify one single point-of-contact Program Coordinator for this Project; all project communication with the TWW will be managed by this person. The Program Coordinator must demonstrate strong management and
communication skills as demonstrated through past project management. The Professional shall provide adequate detail on the lead Project participants, including resumes. The lead Project participants must demonstrate strong technical skills as demonstrated through past and applicable project assignments. No Project staff substitutions shall be made without prior written TWW approval.

- **Supplementary Services:** To assist the TWW, the Professional will, upon specific written authorization by the TWW, perform certain supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not included in the original scope of work included herein, or which can be reasonably inferred therefrom. Such additional services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization from the TWW General Superintendent or through his duly authorized representative(s).

**DURATION OF THE CONTRACT:**
This contract shall remain in full force and effect for a period of one (1) year from November 3, 2017 to November 2, 2018 in an amount not to exceed $100,000.00.

3. **COMPENSATION:**

   (a) All work performed by the Contractor is a continuance to complete the project.
   (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

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: Resolution #17-725** 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 with the City of Trenton, Department of Public Works, Trenton Water Utility.

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 02/23/2018

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE