RESOLUTION

No. 18-828

Date of Adoption: DEC 20 2018

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 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF IMPROVEMENTS FOR THE WATER FILTRATION PLANT RAW WATER INTAKE, BAR RACKS, TRAVELING SCREENS AND APPURTEANCES FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED $422,700.00--RFP# 2018-43

WHEREAS, the City of Trenton has a need for Professional Engineering Services for the Final Design of Improvements for the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurteances for the City of Trenton, Trenton Water Utility; and

WHEREAS, the request for proposal was advertised on October 16, 2018, and one (1) proposal was received on October 16, 2018, 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 $422,700.00 for a period of one (1) year have been certified to be available in the following Capital accounts number: C-06-18-55-031C-001.

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

1. The Mayor is authorized to enter into contract with Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830 in an amount not to exceed $422,700.00 for Professional Engineering Services for the Final Design of Improvements for the Water Filtration Plant Raw Water Intake, Bar Racks, Traveling Screens and Appurteances for the City of Trenton, Trenton Water Utility for a period of one (1) year.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-41.

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 DEC 20 2018

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2018-43
RESOLUTION 18-828

THIS CONTRACT, made this 21st day of DECEMBER 2018 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, LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("CONTRACTOR").

WHEREAS, the City has a need for PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF IMPROVEMENTS FOR THE WATER FILTRATION PLANT RAW WATER INTAKE, BAR RACKS, TRAVELING SCREENS AND APPURTENANCES for the City of Trenton, Trenton Water Utility.

WHEREAS, Contractor agrees to provide PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF IMPROVEMENTS FOR THE WATER FILTRATION PLANT RAW WATER INTAKE, BAR RACKS, TRAVELING SCREENS AND APPURTENANCES for the City of Trenton, Trenton Water Utility in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL ENGINEERING SERVICES FOR THE FINAL DESIGN OF IMPROVEMENTS FOR THE WATER FILTRATION PLANT RAW WATER INTAKE, BAR RACKS, TRAVELING SCREENS AND APPURTENANCES, The City agrees to retain MOTT MACDONALD, LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("the request of and under the general supervision of the City of Trenton, Trenton Water Utility.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from December 21, 2018 to December 20, 2019 in an amount not to exceed $422,700.00.

2. 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.

3. 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.

4. INTEGRATION: Resolution #18-828 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 with the City of Trenton, Trenton Water Utility.
5. **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.

6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. **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.

\[Signature\]  
MOTT MACDONALD, LLC  
111 WOOD AVENUE SOUTH  
ISELIN, NEW JERSEY 08830  

\[Signature\]  
DATE: 12/01/2019

Seal: ________________________________

\[Signature\]  
Attest: Mark E. O'Hara  
Assistant Secretary

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

\[Signature\]  
ATTEST: Dwayne M. Harris  
MUNICIPAL CLERK  
DATE: 2/04/19

\[Signature\]  
CITY OF TRENTON  
W. Reed Gusciora, Esq.  
MAYOR  
DATE: 1-29-19
The proposers shall demonstrate their ability to provide the detailed reports and preliminary designs in a timely manner, due to the timeline for covering the reservoir.

C. EVALUATION AND PRELIMINARY DESIGN REPORT

An evaluation of existing Intake structure and a Preliminary design report was submitted by Mott MacDonald under a contract on April 16, 2018. Prospective vendors can have access to this report from the City of Trenton Purchasing Office. A voluntary site visit will be schedule on October 2 2018 at 10:00 am.

II. SCOPE OF WORK

1. 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.
   The consultant shall perform further 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.
2. 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.
3. The consultant shall assemble additional 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
4. The consultant shall further 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.
5. The consultant shall collect necessary Geotechnical information
6. Prepare five copies of a draft report of the final design 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.
7. Attend a meeting with Trenton Water Works to discuss the draft report.
8. Incorporate Trenton Water Works' comments into the final report and furnish five hard copies and one PDF electronic copy.
9. Prepare a draft final 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. Five copies of the draft report shall be delivered to Trenton Water Works for review and approval.

10. The consultant shall schedule a meeting with New Jersey DEP and Trenton Water Works representatives to review the “draft” design report. Incorporate NJDEP comments into the final design report.

11. 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.

12. Furnish six hard copies, and one PDF electronic copy. Additionally, all drawings shall be supplied in AutoCAD Release 14 or latter.

13. Assist Trenton Water Works in bidding, evaluation and recommendation for awarding the contract.


15. Provide construction periodic services, including but not necessary limited to, review of shop drawings, construction observation, review and validation of contractor payment request, preparation of construction activity summary reports; attending and preparing agenda and meeting minuets for a pre-construction meeting and monthly progress meetings. The consultant shall provide the following for meetings:
   - Prepare an agenda for meetings (Pre-construction etc.)
   - Evaluate contractor request for change orders and, if determine to be prudent or required after review by duly authorized Trenton Water Works personnel, preparing the necessary documents to process the change order request.
   - Scheduling of critical work task and coordinating activities between TWW and the contractor.
   - Resolve any conflicts affecting this project.
   - Discuss construction schedule and percentage completed.
   - Discuss any credits due.

16. Provide construction observation services to ensure the contractor is complying with project plans and specifications.

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

18. Furnish As-built

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

20. Design shall be compatible with existing TWW SCADA system.

21. Consultants shall furnish a minimum of six (6) sets of O&M manuals for the equipment supplied as well as an electronic set. The O&M manuals shall be specific to the equipment installed at the filtration plant and not have extraneous generic information. The consultant shall also furnish SOP’s (Standard Operating Procedures) both electronically (PDF & Word) as well as hard copies.

22. Provide necessary training to designated TWW employees at the filtration plant.

IIII. PROPOSAL FORMAT AND CONTENT
Firms shall submit their proposals in accordance with the following:

A. TECHNICAL PROPOSAL

1. Cover Letter - a brief cover letter summarizing the key points of the firm’s proposal.

2. Project objectives - a general description of the firm’s approach to providing the services required for each part of the work.

3. Project organization and management - including the following:
   a. A brief narrative describing the proposed project management plan, including a description of the respective functions of all team members.
   b. An outline of the project staffing plan indicating the level of personnel to be involved in the project, their roles and the person designated as project manager. This outline shall indicate the percent involvement of staff assigned to the project.
   c. A statement specifying the involvement of key personnel included in an organization chart.

4. Project work program - a detailed description and discussion of the firm’s proposal for addressing the work in each part of the project including a discussion of any substantive or innovative ideas used by the firm on similar projects and any suggestions that the firm believes will simplify the work required by the RFP and that will result in lower costs. Similar shall be defined as intake structures and screening for large river systems of a similar size or larger (Note: Firm capacity is 60 million gallons per day withdrawal) including hydraulic modelling for the design.

5. Implementation schedule - a schedule showing the amount of time allotted to complete the work required.