

**RFP2019-01: PROFESSIONAL ENGINEERING SERVICES FOR DISINFECTANT BY-PRODUCTS (DBP'S)  
REDUCTION PLAN EVALUATION AND RECOMMENDATIONS/PLAN TO REDUCE THE FORMATION FOR THE  
CITY OF TRENTON, DEPARTMENT OF WATER SEWER**

ENGINEERING SERVICES FOR DISINFECTANT BY-PRODUCTS (DBP'S) REDUCTION PLAN EVALUATION AND RECOMMENDATIONS/PLAN TO REDUCE THE FORMATION FOR THE CITY OF TRENTON, DEPARTMENT OF WATER & SEWER			
NUMBER OF RESPONDENTS:	3		
NAME OF BIDDER	JACOBS ENGINEERING GROUP, INC.	MOTT MACDONALD, LLC	ATC GROUP SERVICES, LLC DBA BCM ENGINEERS
ADDRESS	299 MADISON AVENUE	111 WOOD AVENUE SOUTH	920 GERMANTOWN PIKE, SUITE 200
CITY, STATE, ZIP	MORRISTOWN, NJ 07962	ISELIN, NJ 08830	PLYMOUTH MEETING, PA 19462
CONTACT NAME	ALBERT CAPUZZI, P.E.	JOSEPH STANLEY, PE, SENIOR VICE PRESIDENT	MICHAEL R. FILMYER, P.E.
TELEPHONE	973-267-0555	973-912-2485	610-313-3100
FAX	937-267-3555	973-376-1072	610-313-3151
E-MAIL	<a href="mailto:ALBERT.CAPUZZI@JACOBS.COM">ALBERT.CAPUZZI@JACOBS.COM</a>	<a href="mailto:JOSEPH.STANLEY@MOTTMAC.COM">JOSEPH.STANLEY@MOTTMAC.COM</a>	<a href="mailto:MIKE.FILMYER@ATCGS.COM">MIKE.FILMYER@ATCGS.COM</a>
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED	INCLUDED
NON-COLLUSION AFFIDAVIT	INCLUDED	INCLUDED	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED
DEBARMENT NOTICE REQUIRED	INCLUDED	INCLUDED	INCLUDED
EIC	CERT.#3187 EXP. 01/15/2020	CERT.#2062 EXP. 08/15/2021	CERT.#3846 EXP. 07/15/2021
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	INCLUDED
60-DAY EXTENSION COMPLIANCE	YES	YES	YES
WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES	YES	YES	YES
W-9	N/A	N/A	INCLUDED
TOTAL AMOUNT FOR ONE (1) YEAR	\$74,900.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	\$80,450.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	\$189,900.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)
FATAL DEFECT	NONE	NONE	NONE



















incurred in the demobilization of personnel and equipment.

**ESTIMATES OF COSTS AND SCHEDULES** - BCM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on our best judgement of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. BCM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedules, but in no event shall BCM's estimate be interpreted as a not-to-exceed or fixed price. In the event BCM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish the Client's budget objectives, or (2) terminate Services at a specific expenditure level. Upon any termination, BCM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed.

**STANDARD AND WARRANTY** - BCM agrees to perform its Services in accordance with generally accepted engineering and scientific practices in effect and utilized by engineering and environmental firms in the United States at the time Services are rendered. BCM warrants that, if any of its completed Services fail to conform to the above standard, BCM will, at its expense and provided BCM is notified of defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to BCM for the defective Services. Except as provided for in this Section, BCM makes no other warranty, expressed or implied, and shall have no other liability to

Client for defective Services, whether caused by error, omission, negligence or otherwise

**REMEDY** - Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for the incidental, indirect, special, collateral, consequential or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these Conditions shall apply whether the action in which recovery of the damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**AGREEMENT** - The performance of the Services and the rights and obligations of the parties are governed by this Schedule of Billing Charges and BCM's Professional Services Agreement - General Conditions which are incorporated by reference and if not attached, a copy will be provided upon Client's written request. Client's written acknowledgement of these terms or the authorization to commence the Services shall be deemed acceptance of these terms.