

RESOLUTION

No.

19-408

Date of Adoption

SEP 19 2019

Approved as to Form and Legality

JOHN MORELLI CITY ATTORNEY

Councilman /woman

Factual content certified by

DR. SHING-FU HSUEH, PH.D., P.E., P.P.
DIRECTOR OF WATER & SEWER

presents the following 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 FOR EMERGENCY DESIGN OF DISTRIBUTION SYSTEM
CLEANING AND CEMENT MOTOR LINING AND WATER MAIN REPLACEMENT, AND
INSTALLATION IN EWING TOWNSHIP, NEW JERSEY IN AN AMOUNT NOT TO EXCEED
\$49,500.00- RFP 2019-31**

WHEREAS, the City has a need for Emergency Design of Distribution System Cleaning and Cement Motor Lining and Water Main Replacement, and Installation in Ewing Township, New Jersey for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer; and

WHEREAS, a request for proposal was advertised, and five (5) proposals were received on May 30, 2019, 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 \$49,500.00 have been certified to be available in capital account number: C-06-12-55-K20C-398 from July 1, 2019 to June 30, 2020.

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 contract with Mott Macdonald, 111 Wood Avenue South, Iselin, New Jersey 08830 for Emergency Design of Distribution System Cleaning and Cement Motor Lining and Water Main Replacement, and Installation in Ewing Township, New Jersey in an amount not to exceed \$49,500.00 for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer.
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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MCBRIDE	✓				VAUGHN	✓			
CALDWELL WILSON	✓	✓			MUSCHAI	✓								
HARRISON	✓				RODRIGUEZ	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

Kathy McBride
President of Council

SEP 19 2019

City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-31
RESOLUTION 19-408**

THIS CONTRACT, made this 20TH day of SEPTEMBER 2019 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 08830-4412** (CONTRACTOR").

WHEREAS, the City has a need for **EMERGENCY DESIGN OF DISTRIBUTION SYSTEM CLEANING AND CEMENT MOTOR LINING AND WATER MAIN REPLACEMENT, AND INSTALLATION IN EWING TOWNSHIP, NEW JERSEY** for the City of Trenton, Department of Water & Sewer.

WHEREAS, Contractor agrees to provide **EMERGENCY DESIGN OF DISTRIBUTION SYSTEM CLEANING AND CEMENT MOTOR LINING AND WATER MAIN REPLACEMENT, AND INSTALLATION IN EWING TOWNSHIP, NEW JERSEY** for the City of Trenton, Department of Water & Sewer 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:

EMERGENCY DESIGN OF DISTRIBUTION SYSTEM CLEANING AND CEMENT MOTOR LINING AND WATER MAIN REPLACEMENT, AND INSTALLATION IN EWING TOWNSHIP, NEW JERSEY for the City agrees to retain **MOTT MACDONALD LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4412** ("the request of and under the general supervision of the City of Trenton, Department of Water & Sewer.

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 July 1, 2019 to June 30, 2020 in an amount not to exceed \$49,500.00. Funds will be available in the final adopted budget for the City of Trenton.

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 #19-408 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 Water & Sewer.

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.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
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 LLC
111 WOOD AVENUE SOUTH
ISELIN, NEW JERSEY 08830-4412

DATE

Seal: _____

Attest:

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

11/4/19

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE

10/31/19

A. Preparation of planning document

- Prepare the project planning report required by Trenton Water Works for approval.

B. Preparation of design documents

- Develop aerial topographic survey base mapping
- Conduct field location surveys and level runs to supplement serial surveys
- All valves and hydrants etc. shall be as-build using GIS coordinates.
- Conduct soil borings and prepare and submit a geotechnical report
- Communicate with other utility companies to gather information on existing utilities along the project alignments
- Prepare plans, profiles and construction details for all proposed water mains
- Prepare traffic control plans
- Prepare soil erosion and sediment control plans
- Prepare technical specifications
- Prepare front-end bid and contract documents for one overall water main construction contract that could be done in four or five separate projects or contracts

C. Preparation of permit applications

- Prepare applications for all permits needed for construction.
- The following permits may be required:
 - NJDEP Bureau of Safe Drinking Water
 - Mercer County Soil Conservation District
 - Mercer County Road Opening
 - Ewing Township Road Opening

D. Providing bid phase services

- Supply sufficient number of bid documents for each of the contracts bid under this program
- Receive and, when appropriate, provide answers to questions properly asked by bidders
- Issue addenda as necessary
- Review bids and issue a bid report with recommendations for award of the contract for each of the contracts bid under this program

E. Fee Structure

- The proposal shall include proposed costs for the services described above and for any services additional services proposed by the engineering company submitting the proposal.

III. 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.
 - c. A statement specifying the involvement of key personnel included in the organization chart.
2. Project work program and flow chart - 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. A preauthorized layout if the cleaning and aligning areas is attach.
3. Implementation schedule - a schedule showing the amount of time allotted to complete the work required.
4. Staffing plan and resumes - a discussion of the qualifications of all professional staff members who will work on the project and resumes for each staff member showing pertinent work experience.
5. Recent experience and credentials of the firm - a discussion of recent relevant experience with **similar** projects including a brief description of company assignments of similar studies or projects.
6. Reference list a list of at most five clients with addresses and contact persons for whom a **similar** study or work has been performed.