

# RESOLUTION

19-530

No. \_\_\_\_\_

Date of Adoption **OCT 03 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.

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 ADAMS, REHMANN & HEGGAN ASSOCIATES, INC., 215 BELLEVUE AVENUE., P.O. BOX 579, HAMMONTON, NEW JERSEY 08037 FOR ASSESSMENT OF TRENTON WATER WORKS GEOGRAPHIC INFORMATION SYSTEM AND ENTERPRISE GEODATABASE DESIGN AND IMPLEMENTATION FOR ARCGIS ONLINE IN AN AMOUNT NOT TO EXCEED \$48,750.00 RFP2019-41**

**WHEREAS**, the City has a need for Assessment of Trenton Water Works Geographic Information System and Enterprise Geodatabase Design and Implementation for ARCGIS Online 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 seven (7) proposals were received on July 24, 2019, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Adams, Rehmann & Heggan Associates, Inc., 215 Bellevue Avenue, P.O. Box 579, Hammonton, New Jersey 08037 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 \$48,750.00 have been certified to be available in capital account number(s): C-06-18-55-031F-002.

**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 Adams, Rehmann & Heggan Associates, Inc., 215 Bellevue Avenue, P.O. Box 579, Hammonton, New Jersey 08037 for Assessment of Trenton Water Works Geographic Information System and Enterprise Geodatabase Design and Implementation for ARCGIS Online in an amount not to exceed \$48,750.00 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	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON				✓	VAUGHN	✓								

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

**OCT 03 2019**

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2019-41  
RESOLUTION 19-530**

THIS CONTRACT, made this 4<sup>TH</sup> day of OCTOBER 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 **ADAMS, REHMANN & HEGGAN ASSOCIATES, INC., 215 BELLEVUE AVENUE, P.O. BOX 579, HAMMONTON, NEW JERSEY 08037** (CONTRACTOR").

**WHEREAS**, the City has a need for **ASSESSMENT OF TRENTON WATER WORKS GEOGRAPHIC INFORMATION SYSTEM AND ENTERPRISE GEODATABASE DESIGN AND IMPLEMENTATION FOR ARCGIS ONLINE** for the City of Trenton, Department of Water & Sewer.

**WHEREAS**, Contractor agrees to provide **ASSESSMENT OF TRENTON WATER WORKS GEOGRAPHIC INFORMATION SYSTEM AND ENTERPRISE GEODATABASE DESIGN AND IMPLEMENTATION FOR ARCGIS ONLINE** 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:

**ASSESSMENT OF TRENTON WATER WORKS GEOGRAPHIC INFORMATION SYSTEM AND ENTERPRISE GEODATABASE DESIGN AND IMPLEMENTATION FOR ARCGIS ONLINE** for the City agrees to retain **ADAMS, REHMANN & HEGGAN ASSOCIATES, INC., 215 BELLEVUE AVENUE, P.O. BOX 579, HAMMONTON, NEW JERSEY 08037** ("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 October 4, 2019 to October 3, 2020 in an amount not to exceed \$48,750.00.

- 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 #19-530 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.
- 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.
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

*[Signature]*  
ADAMS, REHMAN & HEGGAN ASSOCIATES, INC.,  
215 BELLEVUE AVENUE, P.O. BOX 579  
HAMMONTON, NEW JERSEY 08037

*10/16/19*  
DATE

Seal: *[Signature]*

Attest: *[Signature]*

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

ATTEST:

*[Signature]*  
DWAYNE M. HARRIS  
MUNICIPAL CLERK

DATE

CITY OF TRENTON

*[Signature]*  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

9. Fleet requirements and replacement plan
10. Data collection and the ability to monitor and analyze performance metrics
11. ISO considerations
12. Advancement towards future accreditation through the Commission on Fire Accreditation International
13. **A Master Plan for the Trenton Fire Department.**

### **ANTICIPATED DELIVERABLES**

A written action plan for implementation of selected initiatives, including timeline and budget considerations.

#### **OPTION A**

Separate pricing should be included to perform a regional study of surrounding municipalities and/or Mercer County combined fire service. This would consider potential savings through economy of scales and restructuring of combined resources of a multi-jurisdictional resources to meet the demand of services.

#### **Other Specialized Services**

The selected Professional will be expected to provide specialized professional services to the city during the entire year on an as needed basis. Various issues arise during the normal course of business involving the need for professional services on matters that will require guidance and advice from the aforesaid professional. Because such services, at times, represent emergency situations, the professional will be expected to return a phone call to the city on the same day. The professional will also be expected to be available to provide advice to the city during non-business hours including the attendance at meetings when requested.

#### **Minimum Qualifications**

The firm or individual shall have previously provided work with respect to Fire Department and/or Department Management and Fiscal Analysis and shall have been and remains providing professional services to and advising public entities in the area of urban fire department consulting. The firm or individual shall have at least ten (10) year experience in representing public entities in matters involving fire Departments. Extensive exposure to a union rich environment shall be a major consideration. The firm shall designate one professional within the firm, who will be assigned to represent the interest of the city. The firm and individuals assigned to work with the city shall be well versed in all aspects of the Fire Service and Operations.