

RESOLUTION

No. 14-228

MAY 15 2014

Date of Adoption _____

Factual content certified by _____

Approved as to Form and Legality

City Attorney _____

Councilman /woman _____

THE LUIS MOLLINEDO, DIRECTOR OF PUBLIC WORKS

presents the following Resolution:

RESOLUTION AWARDED A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO HATCH MOTT MACDONALD, 111, WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4112 FOR ENGINEERING SERVICES AFTER RECEIPT OF BIDS AND BEFORE AND DURING THE CONTRUCTION OF DISTRIBUTION SYSTEM IMPROVEMENTS INCLUDING CLEANING AND LINING OF CAST IRON WATER MAINS, INSTALLATION OF REPLACEMENT WATER MAINS AND OTHER RELATED IMPROVEMENTS IN THE HAMILTON TOWNSHIP AREA (HAMILTON III) FOR THE DIVISION OF TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED \$232,570.00- RFP2013-55

WHEREAS, the City has a need for Engineering Services after Receipt of Bids and Before and During the Construction of Distribution System Improvements including Cleaning and Lining of Cast Iron Water Mains, Installation of Replacement of Water Mains and Other Related Improvements in the Hamilton Township area (Hamilton III) for the Department of Public Works, Division of Trenton Water Works; and

WHEREAS, a request for proposal was advertised, and three (3) proposals were received on January 21, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Hatch Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$232,570.00 have been certified to be available in the following account number C-06-13-55-019F-398; and

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 Hatch Mott MacDonald, 111 Wood Avenue South, Iselin, New Jersey 08830-4112
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
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
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CALDWELL	✓				MCBRIDE				✓					
WILSON	✓				REYNOLDS JACKSON	✓								
CHESTER	✓													

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

MAY 15 2014

George P. Muschal
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP # 2013-55
RESOLUTION #14-228

THIS CONTRACT, made this 15TH day of MAY 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **HATCH MOTT MCDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("CONTRACTOR")**.

WHEREAS, the City has need for **PROFESSIONAL ENGINEERING SERVICES** after receipt of bids and before and during the construction of distribution systems improvements including cleaning and cement mortar lining of cast iron water mains, installation of replacement water mains and other related improvements in Hamilton Township for the Department of Public Works, Division of Trenton Water Works.

WHEREAS, Contractor agrees to perform **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 **HATCH MOTT MCDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830** for the City of Trenton, Department of Public Works, Division of Trenton Water Works.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
 - Provide bid period services, including but not necessarily limited to, review of bidders' bid (equipment, relevant experience, cost proposal, etc.) and preparation of a bid report with findings and recommendations.
 - Coordinate, schedule and attend a Pre-construction meeting with TWW, Contractor, NJDEP, Local Fire and Police Departments, and prepare and distribute minutes of the meeting to attendees and to other designated recipients

- Coordinate, schedule and attend periodic monthly construction meetings, prepare meeting agendas, distribute meeting agenda, and prepare and distribute minutes of the meetings to meeting attendees and other designated recipients
- Review and evaluate shop drawings and other submittals from contractors and prepare and submit shop drawing acceptance or rejection documents to contractors and TWW
- Coordination of the project with TWW and Construction Contractor
- Review, evaluate, recommend adjustments to and, when determined to be acceptable, approve the contractor's schedule and monitor and report the progress of the work versus the approved schedule.
- Prepare and distribute monthly progress reports to the Trenton Water Works.
- Answer questions asked by the contractor and provide information required to clarify the design documents and respond to questions regarding unforeseen or ambiguous conditions that arise in the field.
- Review, evaluate and verify contractor's requests for payment.
- Review, evaluate and recommend approval or disapproval of requested or required change orders.
- Prepare punch lists for the project.
- Assist with closeout of the contract.
- Provide full time resident observation of construction including the recording of distribution system revisions using digital photography and delivery of the photographs in electronic format and, when required, in paper format, and preparation of record plans in AutoCAD format and delivery of the record plans in electronic format, and delivery of the digital photographs and the digitized record plans to the designated Trenton Water Works' personnel.

3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **May 15, 2014 through May 14, 2015.**

4. **COMPENSATION:**

(a) All work performed by Contractor according to the attached scope of services shall not exceed **\$232,570.00**

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 14-228**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Public Works, Trenton Water Works.

5. **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.

6. **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.

7. **INTEGRATION:** **RFP2013-55** 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.

8. **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.

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

10. **MISCELLANEOUS PROVISIONS:**

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;

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.

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.

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.

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.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take 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.

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).

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

Wm J. Stearns

Hatch Mott McDonald
111 Wood Avenue South
Iselin, New Jersey 08830

Seal

Attest:

[Signature]

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

ATTEST:

CITY OF TRENTON

[Signature]

RICHARD M. KACHMAR
CITY CLERK

George P. Muschal

HONORABLE GEORGE P. MUSCHAL
MAYOR