

RESOLUTION

No. 14-193

Date of Adoption

MAY 01 2014

Approved as to Form and Legality

City Attorney, *Assistant*

Factual content certified by

THE LUIS MOLINEDO, DIRECTOR OF PUBLIC WORKS

Councilman /woman

Bob Bethea

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 HATCH MOTT MACDONALD, 111 WOOD STREET, ISELIN NEW JERSEY 08830 FOR ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES FOR THE DIVISION OF TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED \$100,000.00 (RF P2014-01)

WHEREAS, the City has a need for Engineering Services for Environmental Regulatory Compliance Issues for the City of Trenton, Division of Trenton Water Works; and

WHEREAS, a request for proposal was advertised and four (4) proposals were received in response to RFP 2014-01,

WHEREAS, the proposal was evaluated by a committee based on criteria that included experience and qualifications, understanding of services required, comparable cost estimates, and methodology; and

WHEREAS, the proposal of Hatch Mott MacDonald, 111 Wood Street, Iselin, New Jersey 08830 was deemed to include the necessary qualifications and expertise for the performance of the professional services at the cost listed in the proposal; and

WHEREAS, the contract with Hatch Mott MacDonald, shall be for a period of one (1) year, and in an amount not to exceed \$100,000.00; and

WHEREAS, funds in the amount not to exceed \$100,000.00 have been certified to be available in account number 04-05- -55-5500-899-002 pending availability of sufficient funds and the adoption of the temporary or final budget; 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 Street, Iselin, New Jersey 08830.
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 01 2014

Henry P. Muschal
President of Council

Paul M. Kelly
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP # 2014-01

RESOLUTION #14-193

THIS CONTRACT, made this 1st day of MAY 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **HATCH MOTT MACDONALD, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830 ("CONTRACTOR")**.

WHEREAS, the City has need for **Engineering Services** for regulatory compliance issues for the for the City of Trenton, Department of Housing Public Works, Division of Trenton Water Works.

WHEREAS, Contractor agrees to perform **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 MacDonald, 111 Wood Ave South, Iselin, New Jersey 08830** at the request of and under the general supervision of 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:
 - Experience: The Qualifications shall include descriptions of previous projects performed by members of the Project team that were similar to the scope of services requested herein. Provide references as applicable. The Consulting Engineers shall be required to document experience working at a drinking water utility the same size or larger than the Trenton Water Works. This work shall include designing modifications to treatment systems to include, but not necessarily limited to lime slaking systems, ferric chloride feed systems, polymer feed systems, SCADA & control systems, liquid chlorine feed systems, etc. Also the Consultant shall demonstrate qualifications in the environmental compliance regulatory programs include, but not necessarily limited to Air Permitting, Discharge Prevention Containment and Counter measure,

Discharge Confirmation Report, Toxic Catastrophe Prevention Act/Risk Management for chlorine, Public Employees Occupational Safety and Health, Spill Prevention Containment and Countermeasure and related matters.

- Project Staff: Identify one single point-of-contact Program Coordinator for this Project; all project communication with the TWW will be managed by this person. The Program Coordinator must demonstrate strong management and communication skills as demonstrated through past project management. The Professional shall provide adequate detail on the lead Project participants, including resumes. The lead Project participants must demonstrate strong technical skills as demonstrated through past and applicable project assignments. No Project staff substitutions shall be made without prior written TWW approval.
 - B. Supplementary Services: To assist the TWW, the Professional will, upon specific written authorization by the TWW, perform certain supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not included in the original scope of work included herein, or which can be reasonably inferred therefrom. Such additional services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization from the TWW General Superintendent or through his duly authorized representative(s).
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning **May 1, 2014 through April 30, 2015.**
4. **COMPENSATION:**
- (a) All work performed by Contractor according to the attached scope of services shall not exceed \$100,000.00.
 - (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.**

14-193, 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 Recreation, Natural Resources and Culture. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.

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:** RFP2014-01 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 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.

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:

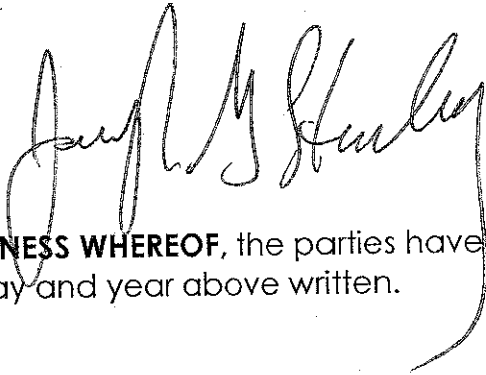
1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



Hatch Mott MacDonald
111 Wood Ave, South
Iselin, NJ 08830

Seal

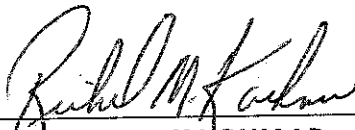
Attest:



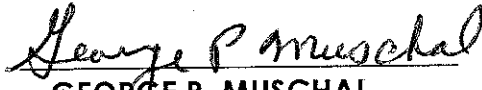
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year above written.

ATTEST:

CITY OF TRENTON



RICHARD M. KACHMAR
CITY CLERK



GEORGE P. MUSCHAL
MAYOR