

RESOLUTION

20-643

No. _____

Date of Adoption October 15, 2020

Approved as to Form and Legality

Factual content certified by

John Morelli
JOHN MORELLI CITY ATTORNEY

Mark Lavenberg
MARK LAVENBERG, ACTING INTERIM DIRECTOR
OF WATER AND SEWER

Councilman /woman HARRISON

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, LLC FOR ENGINEERING SERVICES FOR CONSTRUCTION OF THE RAW WATER INTAKE IN AN AMOUNT NOT TO EXCEED \$421,691.00 RFP2020-42

WHEREAS, the City has a need for Engineering Services for Construction of the Raw Water Intake to oversee the construction of the raw water intake structure modifications at the Water Filtration Plant, including review of shop drawings, supervision of construction work, validation of invoices, scheduling, resolving conflicts and requests, coordination with TWW equipment, preparation of procedures of TWW operations, and training of TWW personnel. The TWW's Water Filtration Plant's sole source of water is the Delaware River, which it pulls into the plant through the raw water intake structure. The current structure clogs due to branches, trash, and other debris in the river and frazzle ice. The modifications to be constructed at the intake structure will greatly reduce the frequency that the plant is shut down and that TWW personnel perform hazardous cleaning activities on the Delaware River. The intake structure improvements are mandated by the NJDEP in by ACO. This contract shall be awarded for a period of one (1) year for the City of Trenton, Department of Water and Sewer; and

WHEREAS, a request for proposals was advertised, and two (2) proposals were received on September 3, 2020 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Mott MacDonald, LLC, 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 \$421,691.00 have been certified to be available in the following account number: C-06-18-55-019C-398 (\$224,152.00) and 1-05- -55-5500-899 (\$197,539.00) from October 16, 2020 to October 15, 2021; 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 Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830 for Engineering and Consulting Services for Construction of the Raw Water Intake in an amount not to exceed \$421,691.00 for a period of one (1) year for the City of Trenton, Department of Water and 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	✓				MUSCHAL	✓								
WILSON	✓				RODRIGUEZ		✓							
HARRISON	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 16, 2020

Kathy McBrink
President of Council

Mark Lavenberg
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2020-42
RESOLUTION 20-643**

THIS CONTRACT, made this **16th** day of **OCTOBER 2020** 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** (CONTRACTOR").

WHEREAS, the City has a need for **ENGINEERING SERVICES FOR CONSTRUCTION OF THE RAW WATER INTAKE TO OVERSEE THE CONSTRUCTION OF THE RAW WATER INTAKE STRUCTURE MODIFICATIONS AT THE WATER FILTRATION PLANT, INCLUDING REVIEW OF SHOP DRAWINGS, SUPERVISION OF CONSTRUCTION WORK, VALIDATION OF INVOICES, SCHEDULING, RESOLVING CONFLICTS AND REQUESTS, COORDINATION WITH TWW EQUIPMENT, PREPARATION OF PROCEDURES OF TWW OPERATIONS, AND TRAINING OF TWW PERSONNEL. THE TWW'S WATER FILTRATION PLANT'S SOLE SOURCE OF WATER IS THE DELAWARE RIVER, WHICH IT PULLS INTO THE PLANT THROUGH THE RAW WATER INTAKE STRUCTURE. THE CURRENT STRUCTURE CLOGS DUE TO BRANCHES, TRASH, AND OTHER DEBRIS IN THE RIVER AND FRAZZLE ICE. THE MODIFICATIONS TO BE CONSTRUCTED AT THE INTAKE STRUCTURE WILL GREATLY REDUCE THE FREQUENCY THAT THE PLANT IS SHUT DOWN AND THAT TWW PERSONNEL PERFORM HAZARDOUS CLEANING ACTIVITIES ON THE DELAWARE RIVER. THE INTAKE STRUCTURE IMPROVEMENTS ARE MANDATED BY THE NJDEP AND BY ACO** for the City of Trenton, Department of Water and Sewer.

WHEREAS, Contractor agrees to provide **ENGINEERING SERVICES FOR CONSTRUCTION OF THE RAW WATER INTAKE TO OVERSEE THE CONSTRUCTION OF THE RAW WATER INTAKE STRUCTURE MODIFICATIONS AT THE WATER FILTRATION PLANT, INCLUDING REVIEW OF SHOP DRAWINGS, SUPERVISION OF CONSTRUCTION WORK, VALIDATION OF INVOICES, SCHEDULING, RESOLVING CONFLICTS AND REQUESTS, COORDINATION WITH TWW EQUIPMENT, PREPARATION OF PROCEDURES OF TWW OPERATIONS, AND TRAINING OF TWW PERSONNEL. THE TWW'S WATER FILTRATION PLANT'S SOLE SOURCE OF WATER IS THE DELAWARE RIVER, WHICH IT PULLS INTO THE PLANT THROUGH THE RAW WATER INTAKE STRUCTURE. THE CURRENT STRUCTURE CLOGS DUE TO BRANCHES, TRASH, AND OTHER DEBRIS IN THE RIVER AND FRAZZLE ICE. THE MODIFICATIONS TO BE CONSTRUCTED AT THE INTAKE STRUCTURE WILL GREATLY REDUCE THE FREQUENCY THAT THE PLANT IS SHUT DOWN AND THAT TWW PERSONNEL PERFORM HAZARDOUS CLEANING ACTIVITIES ON THE DELAWARE RIVER. THE INTAKE STRUCTURE IMPROVEMENTS ARE MANDATED BY THE NJDEP AND BY ACO** for the City of Trenton, Department of Water and 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:

ENGINEERING SERVICES FOR CONSTRUCTION OF THE RAW WATER INTAKE TO OVERSEE THE CONSTRUCTION OF THE RAW WATER INTAKE STRUCTURE MODIFICATIONS AT THE WATER FILTRATION PLANT, INCLUDING REVIEW OF SHOP DRAWINGS, SUPERVISION OF CONSTRUCTION WORK, VALIDATION OF INVOICES, SCHEDULING, RESOLVING CONFLICTS AND REQUESTS, COORDINATION WITH TWW EQUIPMENT, PREPARATION OF PROCEDURES OF TWW OPERATIONS, AND TRAINING OF TWW PERSONNEL. THE TWW'S WATER FILTRATION PLANT'S SOLE SOURCE OF WATER IS THE DELAWARE RIVER, WHICH IT PULLS INTO THE PLANT THROUGH THE RAW WATER INTAKE STRUCTURE. THE CURRENT STRUCTURE CLOGS DUE TO BRANCHES, TRASH, AND OTHER DEBRIS IN THE RIVER AND FRAZZLE ICE. THE MODIFICATIONS TO BE CONSTRUCTED AT THE INTAKE STRUCTURE WILL GREATLY REDUCE THE FREQUENCY THAT THE PLANT IS SHUT DOWN AND THAT TWW PERSONNEL PERFORM HAZARDOUS CLEANING ACTIVITIES ON THE DELAWARE RIVER. THE INTAKE STRUCTURE IMPROVEMENTS ARE MANDATED BY THE NJDEP AND BY ACO for the City agrees to retain **MOTT MACDONALD, LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830** ("the request of and under the general supervision of the City of Trenton, Department of Water and 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 16, 2020 to October 15, 2021 in an amount not to exceed \$421,691.00.

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 #20-643** 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 and 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

Thomas.
MOTT MACDONALD, LLC
111 WOOD AVENUE SOUTH
ISELIN, NEW JERSEY 08830

11-24-2020
DATE

Seal: _____

Attest: Mark O'Brien
Asst. Secretary

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

ATTEST:
MHC
MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

CITY OF TRENTON
WRG
W. REED GUSCIORA, ESQ.
MAYOR

12/13/2020
DATE

12.2.2020
DATE