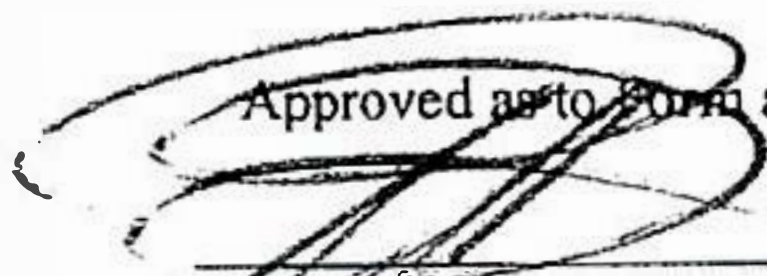



RESOLUTION No. 25 - 4 1 5

Date of Adoption NOV 0 6 2025

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Factual content certified by:

WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Councilman/woman _____ presents the following Resolution:

SPONSORED BY: _____

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20 ET SEQ., TO CME ASSOCIATES, FOR ENGINEERING AND CONSULTING SERVICES ON AN AS NEEDED BASIS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING IN AN AMOUNT NOT TO EXCEED \$170,000.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD – RFP2025-19

WHEREAS, the City has a need for Engineering and Consulting Services for the City of Trenton, Department of Public Works, Division of Engineering for a period of one (1) year from the date of award; and

WHEREAS, a request for proposal was advertised, and seven (7) sealed proposals were received on July 18, 2025, at 11:00 AM, by the Purchasing Agent and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of CME Associates, 1460 Route 9 South, Howell, NJ 07731 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 \$170,000.00 have been certified to be available in the following account numbers: 5-01-55-5550-290 (\$85,000.00), 6-01-55-5550-290 (\$85,000.00). This contract shall be awarded for a period of one (1) year from date of award.

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 CME Associates, 1460 Route 9 South, Howell, NJ 07731 for Engineering and Consulting Services in an amount not to exceed \$170,000.00 for a period of one (1) year from the date of award for the City of Trenton, Department of Public Works, Division of Engineering; and
- 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.

MOTION: <i>Harrison</i>					SECOND: <i>Williams</i>										
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ		✓			
FELICIANO				✓	HARRISON	✓									
FIGUEROA KETTENBURG	✓				WILLIAMS	✓									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on **NOV 06 2025**

Manuel Gonzalez
President of Council

[Signature]
City Clerk

PURCHASING

PROFESSIONAL SERVICES CONTRACT

**RFP2025-19
RESOLUTION 25-415**

**AWARDED TO CME ASSOCIATES, FOR ENGINEERING AND CONSULTING SERVICES FOR THE CITY OF
TRENTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING**

THIS CONTRACT made this 7th day of NOVEMBER 2025 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 **CME ASSOCIATES, 1460 ROUTE 9 SOUTH, HOWELL, NJ 07731** ("CONTRACTOR").

WHEREAS, the City has a need **FOR ENGINEERING AND CONSULTING SERVICES** for the City of Trenton, Department of Public Works, Division of Engineering.

WHEREAS, Contractor agrees to provide **ENGINEERING AND CONSULTING SERVICES** for the City of Trenton, Department of Department of Public Works, Division of Engineering 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:

FOR ENGINEERING AND CONSULTING SERVICES for the City agrees to retain **CME ASSOCIATES, 1460 ROUTE 9 SOUTH, HOWELL, NJ 07731** at the request of and under the general supervision of the City of Trenton, Department of Public Works, Division of Engineering.

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 **NOVEMBER 7, 2025, TO NOVEMBER 6, 2026**, in an amount not to exceed **\$170,000.00**.

- 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 #25-415** 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 this Contract with the City of Trenton, Department of Administration, Division of Information Technology.
- 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.

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:

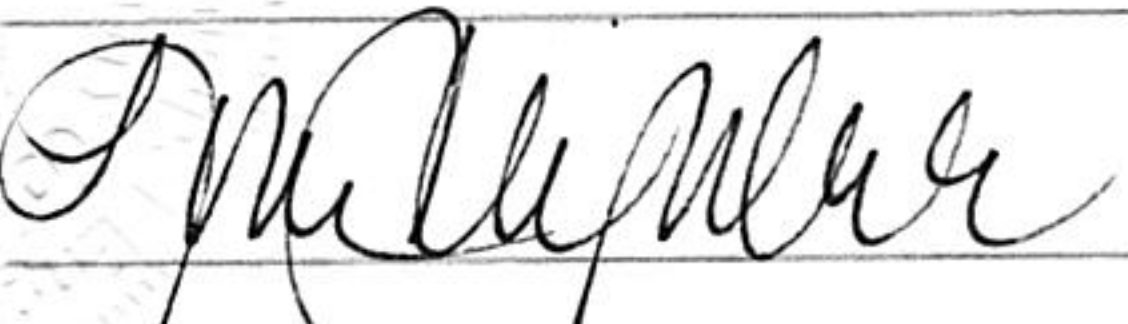
1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA #302)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


CME ASSOCIATES
1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

Trevor J. Taylor, Senior Vice President

Seal:

Attest:



Lori Schinder, Executive Assistant

11/24/25

DATE

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

ATTEST:


BRANDON L. GARCIA
MUNICIPAL CLERK

DATE

12/5/25

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

12.2.25



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2026

Program Manager.....	\$212.00 Per Hour
Project Manager	\$209.00 Per Hour
Senior Professional Engineer/Project Leader.....	\$205.00 Per Hour
Professional Engineer, Environmental	\$200.00 Per Hour
Assoc. Professional Engineer, Environmental.....	\$195.00 Per Hour
Professional Engineer	\$195.00 Per Hour
Project Engineer, Environmental	\$190.00 Per Hour
Associate Professional Engineer.....	\$179.00 Per Hour
Project Engineer/Senior Designer II	\$172.00 Per Hour
Engineer/Senior Designer	\$161.00 Per Hour
Associate Engineer/Designer	\$152.00 Per Hour
Engineer, Environmental	\$185.00 Per Hour
Associate Engineer, Environmental.....	\$169.00 Per Hour
Senior Scientist.....	\$206.00 Per Hour
Lead Scientist/Senior Geologist	\$190.00 Per Hour
Scientist/Project Geologist.....	\$180.00 Per Hour
Associate Scientist/Staff Geologist.....	\$153.00 Per Hour
Environmental Technician	\$127.00 Per Hour
Professional Surveyor	\$197.00 Per Hour
Survey Manager	\$178.00 Per Hour
Party Chief.....	\$160.00 Per Hour
Robotic Total Station	\$ 84.00 Per Hour
Survey Technician	\$118.00 Per Hour
Chief Construction Manager.....	\$180.00 Per Hour
Construction Manager	\$160.00 Per Hour
Senior Construction Technician.....	\$142.00 Per Hour
Construction Technician.....	\$110.00 Per Hour
Associate Construction Technician	\$100.00 Per Hour
Support Staff.....	\$113.00 Per Hour
Drone Pilot.....	\$159.00 Per Hour
Drone Technician	\$ 86.00 Per Hour
CAD Technician.....	\$150.00 Per Hour
Senior Landscape Architect.....	\$200.00 Per Hour
Landscape Architect.....	\$181.00 Per Hour
Certified Tree Expert	\$162.00 Per Hour
Associate Landscape Designer	\$145.00 Per Hour
Principal Planner	\$208.00 Per Hour
Professional Planner	\$206.00 Per Hour
Senior Planner	\$177.00 Per Hour
Planner	\$147.00 Per Hour
Senior Leadership	\$212.00 Per Hour
Executive Leadership	\$213.00 Per Hour
Executive Leadership, Environmental	\$220.00 Per Hour
Managing Partner	\$218.00 Per Hour



CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. If the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if you are willing to hold the pricing consideration for over sixty days or until the contract is awarded.

☐ Check here if you are not willing to hold the pricing consideration for over sixty days or until the contract is awarded.

5. Attend meetings with the contractor, such as preconstruction, progress meetings, and other project-related meetings, and prepare and circulate the minutes thereof.
6. Serve as the City's liaison with the contractor working for the city and the city engineer, providing guidance and assistance in understanding, and interpreting the contract documents. Additionally, the firm shall assist in obtaining additional details or information from the City when required for the proper execution of the work.
7. Conduct on-site inspections of the work in progress and determine if the work is generally proceeding in accordance with the plans and specifications. If the firm believes that any work is unsatisfactory, faulty, or defective, or does not conform to the plans or specifications, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, the firm shall advise the city's engineer immediately.
8. Report when clarifications and interpretations of the plans and specifications are requested by the contractor. Transmit to the contractor the clarifications and interpretations as issued by the City.
9. Consider and evaluate contractor's suggestions for modifications to the plans or specifications. Provide recommendations to the city and transmit the decisions issued by the City to the contractor.
10. Maintain meeting correspondence, shop drawings, reproductions of original plans and specifications, including all addenda, change orders, field orders, additional plans issued subsequent to the execution of the contract, clarifications, and interpretations of the plans and specifications, progress reports, and other project-related documents.
11. Furnish periodic reports as required on the progress of the work and the contractor's compliance with the progress schedule and schedule of shop drawings. Advise the City in advance of scheduled inspections or the start of important phases of the work. The draft proposed change orders and work changes, and recommend to the City Engineer change orders, work changes, and field orders.
12. Submit to the City Engineer a list of observed items requiring completion or correction. Conduct a final inspection in the company of the city and contractor and prepare a final punch list of items to be completed or corrected. Before making a recommendation for final payment from the City, the firm shall ensure that all items on the final punch list have been completed or corrected by the contractor.
13. Provide As-Built Plans using the contract plans as a basis at the end of construction.

The services to be provided include all surveying and the review of all existing plans on file in the Engineering Office of the City of Trenton. The contract also includes the preparation of a Project Manual containing the instructions to Bidders, the Form of Proposal, the Standard General Conditions, any Supplemental Conditions, Prevailing Wage Rate Determination, and the Supplementary Specifications for State Aid Projects.

The ("Firm or Firms") SHALL NOT:

1. Authorize any deviation from the contract plans or specifications or substitute any materials or equipment not authorized by the City.
2. Advise on, issue directions relative to, or assume control of any aspect of the means, methods, techniques, sequences, or procedures of construction without prior approval from the City and City Engineer.
3. Accept shop drawings from anyone other than the contractor.
4. Participate in specialized field or laboratory tests or inspections conducted by others.

3.1 PROPOSED DUE DATE

Proposals must be submitted to the Purchasing Agent, Ms. Isabel Garcia, City of Trenton, City Hall – 319 East State Street on **JULY 18, 2025, PRIOR TO 11:00AM.** The City of Trenton will not assume responsibility for any proposal received after the mandatory due date and time

Any proposal received after the prescribed due date and time **will not** be accepted.

4.0 CONTRACT INFORMATION AND SUBMISSION INSTRUCTIONS

- (a) Firms are required to follow all instructions contained in this document in preparing and submitting a proposal. Failure to do so could result in the disqualification of your proposal.
- (b) The City of Trenton reserves the right to reject any or all proposals if deemed to be in the best interest of the City of Trenton.
- (c) This Request for Proposals is being issued by the Department of Public Works. All sealed proposals **must** be submitted in a sealed envelope prior to **July 18, 2025, at 11:00AM** addressed to:

**Ms. Isabel Garcia, QPA
Purchasing Agent
City of Trenton
City Hall – 319 East State Street
Trenton, New Jersey 08608**

5.0 LIABILITY FOR COSTS

The City of Trenton assumes no responsibility and no liability for costs incurred by proposers prior to issuance of an Agreement, Contract or Purchase Order.

6.0 QUESTIONS AND INQUIRIES

The Department of Public Works will accept all questions pertinent to this proposal, provided they are in **written** form and received no later than **July 10, 2025.** All questions **must** be submitted to igarcia@trentonnj.org.

7.0 REVISIONS/ADDENDUMS TO THE REQUEST FOR PROPOSALS

If changes are made to the Request for Proposals, an Addendum will be advertised in the Trenton Times newspaper and on the City of Trenton's Procurement Website at <https://nj-trenton.civicplus.com/list.aspx>

8.0 PROPOSED SUBMISSION REQUIREMENTS

Candidates responding to this Request for Proposals shall submit one (1) original and two (2) copies to the Department of Public Works at the address listed in Section 4.0(c) on or before the prescribed date.

9.0 PROPOSAL CONTENT

The contents of the proposal of the successful candidate and the Request for Proposals will become part of any ensuing agreement resulting from these specifications and requirements.

10.0 ORAL PRESENTATION AND/OR WRITTEN CLARIFICATION

Candidates who submit a proposal in response to the Request for Proposals may be required to give an oral presentation and/or written clarification of their proposal to the Department of Public Works. This will provide an opportunity for the candidate to clarify or elaborate on his/her proposal but will in no way change the proposal. The Director will schedule the time and location of these presentations if they are required.

11.0 ASSIGNMENT OF CONTRACT

The successful candidate is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such an agreement to any other person, company or corporation without the previous written consent and approval of the City of Trenton.

12.0 LENGTH OF CONTRACT AND CONDITIONS

The Contract will be for a maximum of three hundred and sixty-five (365) calendar days. The amount within this contract is an estimated amount not to exceed \$170,000.00 dollars.

13.0 TERMINATION OF CONTRACT

- A. The City of Trenton reserves the right to terminate due to breach or default of selected candidate; any Contract into which it has entered as a result of the Request for Proposal, providing written notice has been given to the successful candidate at least thirty (30) consecutive days prior to such proposed termination date.
- B. At any time, subsequent to the award of a Contract under this Request for Proposal, the City of Trenton reserves the right to terminate such Contract for the convenience of the City of Trenton.

14.0 INSURANCE

The successful candidate shall obtain Comprehensive General Liability insurance in the amount of two million (\$ 2,000,000.00) dollars combined single limit and any and all other insurance required by State and Federal law for the duration of the Contract. The City of Trenton shall be named as additional insured. Proof of insurability shall be submitted with the proposal.

The candidate shall also provide Professional Liability Insurance in the amount of one million (\$ 1,000,000.00) dollars in single limit. The City of Trenton shall be named as additional insured.

15.0 ORGANIZATION SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to the candidate's organization, personnel, and experience that would substantiate his qualifications and capabilities to perform the services required by the scope of this Request for Proposal.

This section of the proposal shall contain at least the following information.

- (a) Name, address, telephone number, fax and e-mail address of lead firm and Project Coordinator.
- (b) A list of personnel to be assigned, their function in the project, an indication of their labor category and a detailed resume of each such person showing quantified experience that will be appropriate for this project.
- (c) The successful candidate or firm shall have experience in designing roads in accordance with the NJDOT criteria and administering Local Aid projects. A listing of past projects designed and administered by candidate or firm is to be contained in the proposal.
- (d) Proposal narrative
- (e) Detail cost proposal (**in sealed envelope**)
 - i. A detailed cost proposal including the total cost of each task.
 - ii. The cost shall be broken down into phases including:
 - Research – above/below ground public utilities, plans, tax maps, etc.
 - Initial inspection – needed for field surveying.
 - Field surveying
 - Preparation of Plans and Specifications
 - Additional services which consist of printing, meetings, and correspondence
 - Periodic observation during construction
 - Payment submissions to NJDOT for reimbursement

16.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by a committee composed of members from various departments and divisions of the City of Trenton.

The following criteria, not listed in order of significance, will be used to evaluate the proposals.

- (a) The candidate's general approach and plans to meet the requirements set forth in this Request for Proposal. **20%**
- (b) The candidate's previous experience in designing roads as described herein. **20%**
- (c) The cost to perform the services required in this Request for Proposal. **20%**
- (d) The qualifications and qualified experience in similar projects of personnel to be assigned as illustrated in the required staff resumes. **20%**
- (d) Any and all other information which would assist the City in preparing a Contract Award. **20%**

17.0 COST PROPOSAL

Proposers or firms can **submit** their cost proposal in the **sealed envelope with your request for proposal documents**.

18.0 CONTRACT

The Contract will be between the City of Trenton and the selected firm who will be administratively responsible to the City of Trenton. The City of Trenton will authorize all payments to the selected firm. **This contract is for services on an as-needed basis and will be of the cost-reimbursable type.**

- o The consultant and any sub-contractor over \$ 10,000 are required to submit the following cost information:
 - 18.1 Contract Pricing Proposal and Supporting Schedule

Title 41 Code of Federal Regulation limits the amount of profit or fee to 10 percent of the direct labor cost, fringe benefits and indirect costs, and from 1 to 5 percent of other direct costs excluding sub-consultant costs.