

PROFESSIONAL SERVICES CONTRACT

RFP2023-16

RESOLUTION 23-286

CME ASSOCIATES, FOR ENGINEERING SERVICES FOR THE DESIGN OF WARREN STREET SIDEWALKS AND FRONT STREET PAVERS

THIS CONTRACT made this **23rd day of June 2023** 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, NEW JERSEY 07731** (CONTRACTOR").

WHEREAS, the City has a need to **PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF WARREN STREET SIDEWALKS AND FRONT STREET PAVERS** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS Contractor agrees to provide **ENGINEERING SERVICES FOR THE DESIGN OF WARREN STREET SIDEWALKS AND FRONT STREET PAVERS** for the City of Trenton, Department of Housing and Economic Development 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:

TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF WARREN STREET SIDEWALKS AND FRONT STREET PAVERS for the City agrees to retain **CME ASSOCIATES, 1460 ROUTE 9 SOUTH, HOWELL, NEW JERSEY 07731** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

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 **ninety (90) days from date of award**, in an amount not to exceed **\$65,025.39**.

- 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 #23-286** 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, NEW JERSEY 07731

7/20/23
DATE

Seal: _____

Attest: 

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

ATTEST:


BRANDON L. GARCIA
MUNICIPAL CLERK

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

8/11/23
DATE

8.1.23
DATE

RESOLUTION

No. 23-286Date of Adoption JUN 22 2023

Approved as to Form and Legality

Factual content certified by


WESLEY BRIDGES, ESQ., CITY ATTORNEY
WILLARD STANBACK, ACTING DIRECTOR OF HOUSING
AND ECONOMIC DEVELOPMENT

Councilman/woman


presents the following Resolution:

RESOLUTION AWARDED A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 17:44 A-20.4 ET SEQ TO CME ASSOCIATES, FOR ENGINEERING SERVICES FOR THE DESIGN OF WARREN STREET SIDEWALKS AND FRONT STREET PAVERS IN AN AMOUNT NOT TO EXCEED \$65,025.39 FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF AWARD - RFP2023-16

WHEREAS, the City has a need for engineering services for Warren Street sidewalks and Front Street pavers for a period of ninety (90) days from date of award for the City of Trenton, Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised and three (3) proposals were received on March 23, 2023 at 11:00am 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 include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

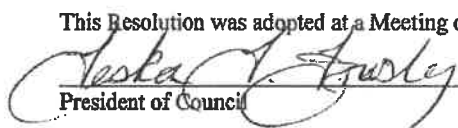
WHEREAS, funds in an amount not to exceed \$65,025.39 is available in the following grant account number: G-SS-24-60-500B-290. This contract shall be awarded from for a period of ninety (90) days from date of award.

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 in an amount not to exceed \$65,025.39 for engineering services for Warren Street sidewalks and Front Street pavers for the City of Trenton, Department of Housing and Economic Development.
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
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG	✓													

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

JUN 22 2023
President of Council
City Clerk

**CITY OF TRENTON
URBAN ENTERPRISE ZONE PROGRAM
REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES
FOR THE REPLACEMENT/REPAIR OF THE SIDEWALK ON A CERTAIN PORTION
OF SOUTH WARREN STREET AND THE REPAIR OF THE BRICK ROAD ON
WEST FRONT STREET**

1.0 PURPOSE

the City of Trenton, Department of Housing and Economic Development is soliciting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. to enter into an Engineering Contract for preparation of plans specifications and construction oversight for the repair/replacement of the sidewalk on South Warren Street between East State Street and Lafayette Street and repair of the brick road on West Front Street in the City of Trenton. This contract shall be awarded for a period of one (1) year.

2.0 SCOPE OF WORK

The services to be provided includes all surveying of the existing roadway, curbs and sidewalks, locations of all buildings fronting on each side of the sidewalk/roadway as well as underground and above ground utilities. Review of all existing plans on file in the Engineering Office of the City of Trenton and preparing Existing Condition Plans of the roadway, curbs, sidewalk area, preparing a Topographic Survey of the above areas, including top of curb, gutters, centerline of roadway and sidewalk, sidewalk elevations and spot shots, elevations of all utility manholes and valve covers. All of the above information will be plotted on Plan and Profile at a scale appropriate for the project but no less than 1"=20' from the asbuilt information. Demolition and Construction Plans shall be prepared, which will show the items to be removed and the items to be reconstructed, including new centerline profile, top of curb and sidewalk elevations. The plan set shall be of such detail that they can be used for Public Bidding of the improvements. Application and plans for the Soil Erosion Sediment Control Certification shall be prepared and submitted to Mercer County Soil Conservation District.

The Contract also includes the preparation of a Project Manual containing the instruction 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 project is being funded by the New Jersey Urban Enterprise Zone ("UEZ") program which is an affiliate of the Department of Community Affairs ("DCA") and the successful engineering firm will be required to administer the project in accordance with all applicable conditions imposed by the UEZ/DCA. This includes review of Bids received, recommendation to the City of Trenton on Contract Award, preparation of Bid Tabulation Sheet of Bids received, approval of Contractor's Monthly Estimates, along with Periodic inspection of the work to certify the items of completion and resolution of any matters that may arise during construction. Daily inspection of the work of the Contractor will be performed by the city. The plans, specifications and related documents must be prepared in accordance with the Local Public Contracts Law – N.J.S.A. 40A:11-1 et. seq. and the NJDOT Standard Specifications for Road and Bridge Construction, 2019 Edition.

3.0 PROPOSED DUE DATE

Proposals must be submitted to the Purchasing Agent, Ms. Isabel Garcia, City of Trenton, City Hall – 319 East State Street on **MARCH 23, 2023, 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 disqualification of your proposal.
- (b) The City of Trenton reserves the rights 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 Housing and Economic Development. All correspondence regarding this Request for Proposal **must** be submitted in a sealed envelope addressed to:

**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 candidates prior to issuance of an Agreement, Contract or Purchase Order.

6.0 QUESTIONS AND INQUIRIES

Questions **must** be submitted in writing to igarcia@trentonnj.org.

7.0 REVISIONS 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 City of Trenton's Purchasing website at is <https://nj-trenton.civicplus.com/list.aspx>

8.0 PROPOSED SUBMISSION REQUIREMENTS

Candidates responding to this Request for Proposals shall submit one (1) original copy with original signature, three (3) additional hard copies, and the entire copy of the RFP on a disk or USB drive with proposal submittal to Isabel C. Garcia, QPA.

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 Urban Enterprise Zone Coordinator (UEZ Coordinator). 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 UEZ Coordinator 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 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 one (1) year. The plans and specifications will be submitted to the City ready for Public Bidding within the Contract time period.

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 also 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
 - Monitoring and managing the construction project - A minimum of bi-weekly visits to the site of the work once the project has begun, followed by a written report within 24 hours of the visit sent via email to the UEZ Coordinator via email at jmurray@trentonnj.org.

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. **35%**
- (b) The candidate's previous experience in designing plans and managing projects as described herein. **35%**

- (c) The cost to perform the services required in this Request for Proposal. **15%**
- (d) The qualifications and qualified experience in similar projects of personnel to be assigned as illustrated in the required staff resumes. **10%**
- (d) Any and all other information which would assist the City in preparing a Contract Award. **5%**

17.0 COST PROPOSAL

Candidate or firm should submit their cost proposal in a **separate and sealed envelope with sealed RFP submittal**.

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. **The Contract will be of the cost-reimbursable type.**

The consultant and any sub-contractor over \$ 10,000 are required to submit the following cost information.

Contract Pricing Proposal – With Supporting Schedule (available at <http://www.dvrpc.org/about/RFP.htm>).

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.



CONSAND-01

PPAPA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Van Dyk Group
12800 Long Beach Blvd
Beach Haven Terrace, NJ 08008

CONTACT NAME:
PHONE
(A/C, No, Ext): (609) 492-1511 **FAX**
(A/C, No): (609) 492-7643
E-MAIL ADDRESS:

INSURED
Consulting and Municipal Engineers, LLC
1460 Route 9 South
Howell, NJ 07731

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Selective Ins. Co. of New England	11867
INSURER B :	New Jersey Manufacturers	12122
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S 2468526	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2468526	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2468526	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W417402	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR GENERAL INFORMATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE