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Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 01/22/13 07:00 PM

2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE

**AWARD OF A PROFESSIONAL SERVICE CONTRACT
PURSUANT TO THE FAIR AND OPEN PROCESS FOR
GENERAL ENGINEERING CONSULTANTS**

WHEREAS, the Township of Bloomfield has a need for a General Engineering Consultants and has advertised a request for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has determined that the value of the service may exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2013; and

WHEREAS, CME Consulting & Municipal Engineers, 3141 Bordentown Avenue, Parlin, NJ 08859 (hereinafter "Professional") has submitted a proposal indicating that they will provide the services in accordance with the attached proposal; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Engineer to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Director of Law - Township Attorney

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

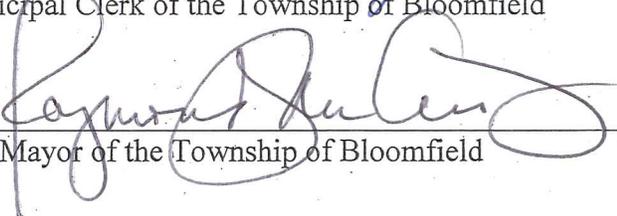
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 22, 2013.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2478					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 2nd day of November 2012, by and between **CME Associates**, having its principal place of business at **3141 Bordentown Avenue, Parlin, New Jersey 08859**, hereinafter called "**Consultant**"; and **TOWNSHIP OF BLOOMFIELD**, having its offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003 hereinafter called the "**Client**".

WHEREAS, the Client wishes to retain Consultant for the purpose of proceeding with certain professional services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

ARTICLE 1 **SCOPE OF WORK**

Consultant shall provide the services for the Project ("Scope of Work") as set forth in Consultant's Proposal to the Client dated **November 2, 2012**, a copy of which is attached hereto as Attachment A. and the Client's Resolution, dated **January 22, 2013**, a copy of which is attached hereto as Attachment B. All services to be performed by Consultant under this Agreement shall be performed in accordance with the terms and conditions set forth in this document. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the scope of services and Consultant assumes no duty to perform such services.

ARTICLE 2 **COMMENCEMENT OF AND CHANGES** **IN THE WORK**

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement from the Client. Consultant and the Client may at any time, by mutual written agreement, make changes with the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- b. If such changes cause an increase or decrease in Consultant's cost of or time required for the performance of this Agreement, or if Consultant, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, Consultant shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- c. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including if applicable, any additional fees or charges incurred in demobilizing.

ARTICLE 3 **PROJECT SCHEDULE**

- a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.

- b. It is recognized that other contractors may be retained separately by the Client for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by Consultant and Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the Client on the Project.
- c. Consultant shall not have the authority to control the work of contractors retained by the Client and Consultant shall not have any responsibility for the means, methods, sequences, procedures or techniques of Project site safety or for the use of safe construction practices by such contractors, such responsibilities resting solely with Client's other contractors or parties other than Consultant.
- d. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond Consultant's reasonable control and to the extent Consultant is impacted by the same, then Consultant shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

ARTICLE 4
PAYMENT

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall be compensated for its services on a time and materials basis with total payment not to exceed **(See attached hourly rates)**.
- b. Invoices shall be submitted monthly by Consultant to the Client and shall indicate the charges due from the Submission Form.
- c. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. The Client shall promptly review Consultant's invoices and if the Client disputes any amounts invoiced the Client shall give prompt written notice thereof, including the item or items disputed and basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein.
- d. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.

ARTICLE 5
RESPONSIBILITIES OF THE CLIENT

The Client, at its own expense, will:

- a. Provide all criteria and full information as to the Client's requirements for the Project as specified in the Scope of Work and will make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the Services in a timely manner, all of which Consultant shall be entitled to rely upon without independent verification.

- b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- c. Upon request by Consultant, furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the Client, required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- d. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- e. Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures owned and operated by the Client prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. Client shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures owned and operated by the Client. Consultant shall be responsible for contacting New Jersey One Call or equivalent service to locate those utilities not operated by the Client.
- f. Provide a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- g. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- i. To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

ARTICLE 6 **INSURANCE**

Consultant shall carry the following specific types and amount of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the Client of any subsequent modification or cancellation of the coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.00
- c. Automobile Liability insurance with annual aggregate limits of \$1,000,000.00.
- d. Professional Liability Insurance with limits of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

ARTICLE 7
GENERAL CONSIDERATIONS

- a. Where provided, statements concerning probable costs and cost estimates prepared by Consultant shall represent their judgment as professionals familiar with such matters. It is recognized, however, that Consultant has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining prices, over regulatory agencies' requirements, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that costs will not vary from any statement of probable construction cost or other cost estimate prepared by it nor warrant or guarantee any specific outcomes or results.
- b. All documents prepared and delivered by Consultant pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Work or on any other project. Client shall not reuse said documents without the express written consent of Consultant. Any such reuse shall be at the sole risk of the Client, and the Client shall indemnify, defend and hold Consultant harmless from any losses, claims, expenses or damages resulting from such reuse.
- c. Project Records – As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by Consultant. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.
- d. Records which are instruments of service deliverable under this Agreement shall become the property of the Client upon payment for all the Work. Originals of Records shall remain in the possession of Consultant. The Client shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to Consultant, provided that the Client has paid the Consultant for all the Work. Consultant shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.
- e. Consultant will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services.
- f. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services are not guaranteed to discover actual site conditions or levels of contamination, all of which are also subject to change with time as a result of nature or man-made processes.
- g. Consultant's services shall not include an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- h. Unless specifically listed in the Proposal, Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.
- i. Unless specifically listed in the Proposal, in the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environmental as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to the Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. The Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.

- j. The Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. It is understood and agreed that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes, and the Client shall indemnify, defend and hold harmless Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. If there are conflicts or inconsistencies with any of the conditions or requirements specified in this Agreement (Articles 1 through 17) with those that may be provided in the attached Proposal (Attachment A), those requirements or conditions within the proposal shall supersede the requirements in this Agreement that are in conflict. The conflicting conditions within this Agreement shall therefore become null and void.

ARTICLE 8
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by thirty (30) day's advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

ARTICLE 9
DELEGATION OF DUTIES

- a. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, will release or discharge the assignor from any duty or responsibility under this Agreement.
- b. Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

ARTICLE 10
INDEMNIFICATION AND WAIVER

- a. Consultant agrees to indemnify, defend and hold harmless the Client of it officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suites and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.
- b. Client agrees to indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all losses, claims, expenses or damaged, and from suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising

or resulting from the negligent acts, errors or omissions of the Client, its agents, officers, directors and employees in the performance of their services under this Agreement.

- c. In addition to b. above, Client shall indemnify, defend and hold harmless Consultant from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. The Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of the Client.
- e. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 **DISPUTE RESOLUTION**

Client and Consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by Client and Consultant.

ARTICLE 12 **ATTACHEMENTS AND SPECIAL PROVISIONS**

- a. The following Attachments are attached to and made a part of this Agreement: Consultant's Proposal to Client, dated **November 2, 2012**, (Attachment A) and Client's signed **January 22, 2013**, Resolution (Attachment B).
- b. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. Consultant agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

ARTICLE 13 **EXTENT OF AGREEMENT**

- a. The terms and conditions hereof, together with the Attachments referred to herein, represent the entire and integrated between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

- b. Nothing herein shall be construed to give any rights or benefits hereunder to any one other than the Client and Consultant. Consultant's work product may not be used or relied upon by any other person without Consultant's express written consent.
- c. This Agreement (consisting of Pages 1 to 8, inclusive), together with the Attachments identified in Section 12 above), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

ARTICLE 14
INTELLECTUAL PROPERTY

- a. Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant during the course of performing the Services ("Project IP") is the property of Consultant. Consultant grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (i) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided, and (ii) Project IP for any purpose whatsoever.
- b. Upon receipt of full payment for the related Services all reports, drawings and other deliverables provided to the Client by Consultant will become the property of the Client.
- c. Each party will keep confidential all Confidential Information disclosed to it by the other party: provided that (a) Consultant will be able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.
- d. Information, work product, reports or deliverables provided by Consultant to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged. In no case will any such information be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally.

ARTICLE 15
SUCCESSORS AND ASSIGNS

The Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.

ARTICLE 16
GOVERNING LAW

Governing Law - This Agreement will be interpreted and construed in accordance with the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law. The professional Service Entity acknowledges that they will comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27 et. seq.

ARTICLE 17
HEALTH & SAFETY

Client shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to Consultant's Injury, Illness and Prevention Program or applicable guidance which may be provided by Consultant, and all other applicable rules, regulations and guidance required by Consultant, Client or applicable government agencies relating to the Work. Client is solely responsible for establishing and enforcing any additional requirements that Client deems necessary to protect its employees, Consultant's employees, and any other persons entering the site for purposes relating to Client's operations.

(REVISED 4/10)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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. The 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.

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

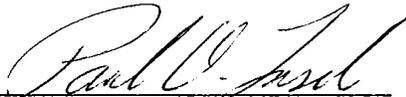
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

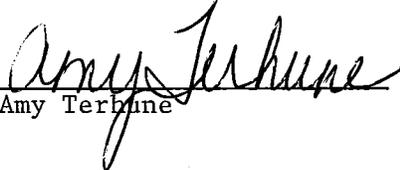
TOWNSHIP OF BLOOMFIELD

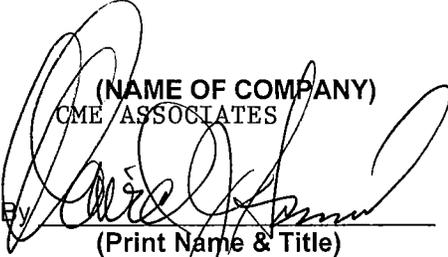
By 

Paul D. Larek, PE
Print or Type Name

Township Engineer
Title

ATTEST:


Amy Terhune

(NAME OF COMPANY)
CME ASSOCIATES
By 
(Print Name & Title)
David J. Samuel, P.E.
Managing Partner

ATTACHMENT "A" - PROPOSAL

TOWNSHIP OF BLOOMFIELD

CHECKLIST

PROFESSIONAL SERVICE TITLE: Qualifications for Engineering Consultants

SUBMISSION DATE: December 4, 2012

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit X
2. Disclosure of Ownership Form X
3. Insurance Requirement Acknowledgment Form X
4. Mandatory Equal Employment Opportunity
Notice Acknowledgment X
5. Copy of your **Business Registration Certificate** as issued
by the State of New Jersey, Department of Treasury,
Division of Revenue X
6. Professional Service Entity Information Form X
7. Qualifications Submission X
8. Business Entity Disclosure Certificate X
9. Acknowledgment of Corrections, Additions or Deletions Form X

Reminder

Please submit one (1) original and (2) additional sets of the sealed submission. In addition, if available, an electronic copy (PDF File) or compact disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: COUNTY OF ESSEX :SS.
:

I, David J. Samuel of the Firm
of CME Associates in the County of Middlesex and
the State of New Jersey, of full age, being duly sworn according to law on my oath depose and
say that:

I am Managing Partner
of the firm of CME Associates

the Professional Service Entity making the submission for the above named Service, and that I
executed the said submission with full authority to do so; that the Professional Service Entity has
not, directly or indirectly, entered into any agreements, participated in any collusion, or
otherwise taken any action in restraint of fair and open competition in connection with the above
named Service; and that all statements contained in said submission and in this affidavit are true
and correct, and made with full knowledge that the Township of Bloomfield relies upon the truth
of the statements contained in said submission and in the statements contained in this affidavit in
awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for commission, percentage, brokerage
or contingent fee.

NON-COLLUSION AFFIDAVIT CONTINUED

Subscribed and sworn to before me
this 2nd day of November 2012

Bethany L Ryan
Notary Public

State of New Jersey

My Commission Expires 10-30-2016

BETHANY L. RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/30/2016

(Signature of Professional)

David J Samuel

(Type or print name of Affiant and
Title under signature)

David J. Samuel
Managing Partner

TOWNSHIP OF BLOOMFIELD

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership"

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

SIGNATURE: _____ DATE: _____

II No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: David J. Samuel DATE: 11-2-2012

Partners owning 10% or more of CME Associates

David J. Samuel	99 Winkler Rd, Sayreville, NJ
John J. Stefani	531 Stagecoach Rd, Clarksburg, NJ
Gregory R. Valesi	6 Ella Dr, Millstone, NJ
Michael J. McClelland	82 Ida Ln, Brick, NJ
Jay B. Cornell	31 Tyska Ave, Sayreville, NJ

TOWNSHIP OF BLOOMFIELD

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

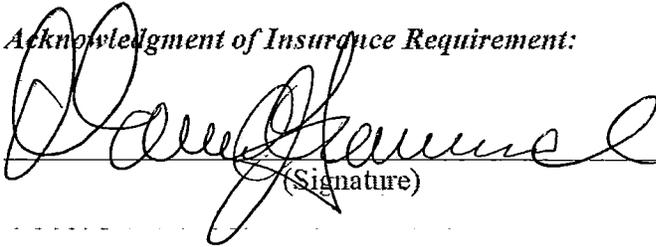
Certificate(s) of Insurance shall be filed with Township Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:


(Signature)

11-2-2012
(Date)

David J. Samuel, Managing Partner
(Printed Name and Title)

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: CME Associates

SIGNATURE:  PRINT NAME: David J. Samuel

TITLE: Managing Partner

DATE: 11-2-2012

TOWNSHIP OF BLOOMFIELD

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No: _____ Social Security No: _____

Fax No: _____ E-Mail: _____

If individual has a **TRADE NAME**, give such trade name:

Trading As: _____ Telephone No: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: David J. samuel, John J. Stefani, Jay B. Cornell, Michael J. McClelland, Gregory R. Valesi

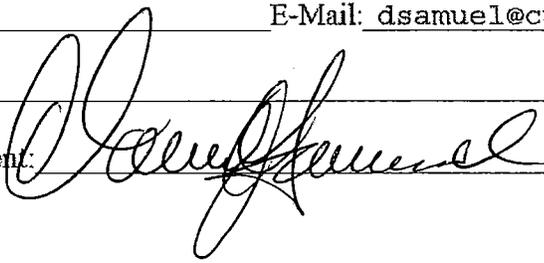
Firm Name: CME Associates

Address: 3141 Bordentown Avenue, Parlin, NJ 08859

Telephone No: 732-727-8000 Federal I.D. No: 22-3484435

Fax No: 732-727-3989 E-Mail: dsamuel@cmeusa1.com

Social Security No: _____

Signature of Authorized Agent:  _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of Principal Office: _____

Telephone No: _____ Federal I.D. No: _____

Fax No: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWNSHIP OF BLOOMFIELD

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications.

It is our intent to have Jay B. Cornell, P.E., P.P., C.M.E.
to be the responsible Partner to the Township. Mr. Cornell
would be assisted by Robert J. Russo, P.E., P.P., C.M.E. as
the Project Manager.

Please refer to Section 2 entitled "Resumes of Key Personnel"

2. , References and record of success of same or similar service:

Please refer to Section 3 entitled "Government Clients"

3. Description of ability to provide the services in a time fashion (including staffing, familiarly and location of key staff):

CME Associates has significant experience in representing municipalities and in providing
municipal engineering services, water and sewer general engineering services and site observation

**TOWNSHIP OF BLOOMFIELD
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR FAIR AND OPEN CONTRACTS**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

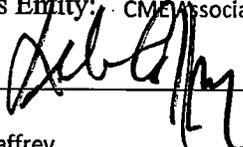
<u>Elected Officials</u>	None
Mayor Raymond J. McCarthy	
Councilman Bernard Hamilton	
Councilman Elias N. Chalet	
Councilwoman Peggy O'Boyle-Dunigan	
Councilman Michael J. Venezia	
Councilman Nicholas Joanow	
Councilman Carlos Bernard	

<u>Committees</u>	None
Bloomfield Democratic Committee	
Elias N. Chalet for Councilman	
The Ray McCarthy Election Fund	
The Election Fund of Nicholas Joanow	
Friends of Carlos Bernard Councilman	
Margaret O'Boyle-Dunigan Election Fund	
The Election Fund of Michael Venezia	
The Committee to Elect the McCarthy Team	
Friends in Support of Bernard Hamilton	
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet	

Part II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CME Associates

Signed:  Title: Compliance Coordinator

Print Name: Leo Caffrey Date: November 14, 2012

Subscribed and sworn before me this 14th day of November, 2012

My Commission expires: 10/30/2016


BETHANY L. RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/30/2016

(Affiant)
Leo Caffrey
(Print name & title of affiant) (~~Corporate Seal~~)

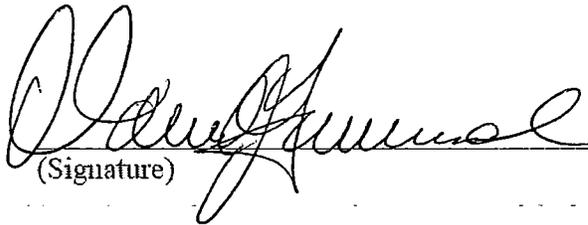
TOWNSHIP OF BLOOMFIELD

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, David J. Samuel, Managing Partner

of the firm CME Associates

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in the Submission Package.


(Signature)

David J. Samuel, Managing Partner
(Type or print name of Affined and Title, under signature)

11-3-2012
(Date)



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
P.O. BOX 288
TRENTON, NJ 08646-0282

TAXPAYER NAME:

STEFANI, SAMUEL D, CORNELL, J, MCCLELLAN

TRADE NAME:

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-484-435/000

CONTRACTOR CERTIFICATION#

11495

ADDRESS

7460 ROUTE 9 SOUTH
HOWELL NJ 07731

ISSUANCE DATE

05/07/02

EFFECTIVE DATE

01/01/97

Francis J. Gatta
Deputy Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Certification 1818

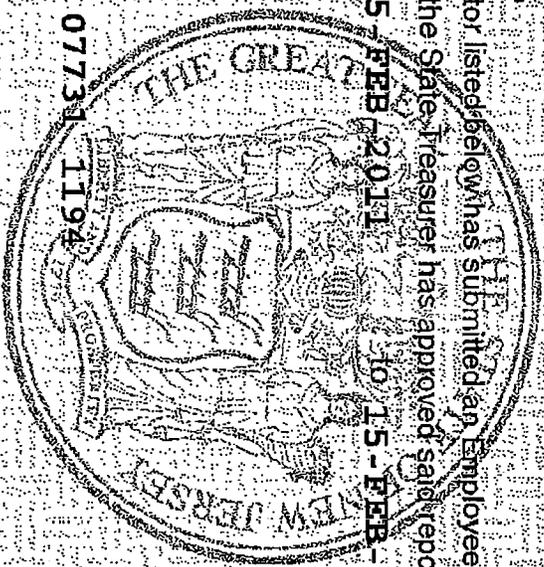
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2011 to 15-FEB-2014

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 1194

Andrew P. Sidamon-Eristoff
State Treasurer





**MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2014**

Partner	\$150.00 Per Hour
Principal	\$140.00 Per Hour
Senior Project Manager	\$140.00 Per Hour
Project Manager.....	\$139.00 Per Hour
Professional Engineer.....	\$139.00 Per Hour
Senior Project Engineer.....	\$133.00 Per Hour
Project Engineer	\$122.00 Per Hour
Senior Design Engineer	\$128.00 Per Hour
Design Engineer	\$122.00 Per Hour
Senior Engineering Technician	\$107.00 Per Hour
Engineering Technician	\$102.00 Per Hour
Professional Land Surveyor.....	\$138.00 Per Hour
Land Surveyor.....	\$117.00 Per Hour
Land Surveyor w/RoboticTotal Station.....	\$175.00 Per Hour
Senior Party Chief w/RoboticTotal Station.....	\$133.00 Per Hour
Party Chief	\$102.00 Per Hour
Survey Technician	\$ 92.00 Per Hour
Senior Resident Engineer.....	\$133.00 Per Hour
Resident Engineer	\$117.00 Per Hour
Chief Construction Engineer.....	\$112.00 Per Hour
Senior Construction Engineer.....	\$107.00 Per Hour
Construction Engineer	\$104.00 Per Hour
Chief Construction Technician	\$102.00 Per Hour
Senior Construction Technician.....	\$ 97.00 Per Hour
Construction Technician	\$ 92.00 Per Hour
Technical Assistant.....	\$ 70.00 Per Hour
Management Information Systems Technician.....	\$107.00 Per Hour
Senior CAD Technician.....	\$107.00 Per Hour
Licensed Landscape Architect.....	\$133.00 Per Hour
Senior Landscape Designer.....	\$122.00 Per Hour
Certified Tree Expert.....	\$107.00 Per Hour
Landscape Designer.....	\$ 97.00 Per Hour
Director of Planning	\$150.00 Per Hour
Professional Planner.....	\$143.00 Per Hour
Planning Technician.....	\$122.00 Per Hour
Managing Partner	\$165.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service..

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



ATTACHMENT "B" – RESOLUTION OF APPROVAL



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 01/22/13 07:00 PM

2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE

**AWARD OF A PROFESSIONAL SERVICE CONTRACT
PURSUANT TO THE FAIR AND OPEN PROCESS FOR
GENERAL ENGINEERING CONSULTANTS**

WHEREAS, the Township of Bloomfield has a need for a General Engineering Consultants and has advertised a request for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has determined that the value of the service may exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2013; and

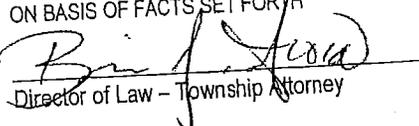
WHEREAS, CME Consulting & Municipal Engineers, 3141 Bordentown Avenue, Parlin, NJ 08859 (hereinafter "Professional") has submitted a proposal indicating that they will provide the services in accordance with the attached proposal; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Engineer to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


Director of Law - Township Attorney

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

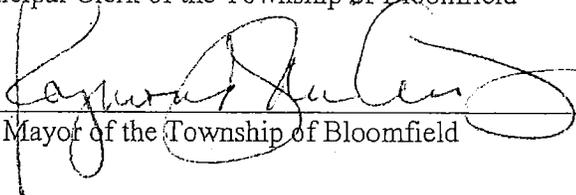
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 22, 2013.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2478					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>