

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor and Council of Princeton
via e-mail & hand-delivery

From: Edwin W. Schmierer, Esq.
Princeton Attorney

Date: June 11, 2013 

Re: **Resolution Continuing Former Princeton Borough and Princeton Township Codes**

Work is continuing with various Department heads and Boards/Commissions on creating a new Code for Princeton.

The New Jersey Local Option Municipal Consolidation Act does permit this work to be spread over a five (5) year period so that the cost of preparing the new Code is not burdensome on the new governing body in any given year. We fully expect to have a new Code drafted well before five (5) years.

N.J.S.A. 40:43-66.64 does require the new governing body to adopt a continuing Resolution if it wishes to continue to utilize the former Codes.

So that we are in compliance with the Consolidation Act, I have prepared and attach hereto a proposed Resolution for your consideration at your meeting on June 24, 2013.

EWS:jv
attach.

cc: Robert W. Bruschi, Administrator - w/attach.
Kathy Monzo, Assistant Administrator/CFO - w/attach.
Linda S. McDermott, Clerk - w/attach.
Robert V. Kiser, P.E., Princeton Engineer - w/attach.

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COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION NO. 2013-

RESOLUTION CONTINUING TO ADOPT MUNICIPAL CODES

WHEREAS, the former Borough of Princeton and the former Township of Princeton have consolidated into a new municipality known as Princeton pursuant to the New Jersey Municipal Consolidation Act, *N.J.S.A. 40:43-66.35*; and

WHEREAS, the Mayor and Council of Princeton have adopted a Resolution continuing the effectiveness of the former Princeton Borough Code and the former Princeton Township Code while a consolidated Code is prepared for the new municipality; and

WHEREAS, the provisions of the New Jersey Local Option Municipal Consolidation Act, *N.J.S.A. 40A:65-25*, permits the consolidated Princeton to continue local Ordinances until a new Code is prepared for five (5) years; and

WHEREAS, *N.J.S.A. 40:43-66.64* does require that the new governing body of Princeton adopt a continuing Resolution continuing to adopt and utilize the prior Princeton Borough Code and the prior Princeton Township Code while a consolidated, new Code is prepared for the new municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. Princeton, New Jersey hereby continues to adopt and make effective for Princeton the following Ordinances and Codes, as may be amended from time to time prior to the adoption of a new, comprehensive Code for Princeton:

6/24

13-190

- A. "Code of the Borough of Princeton, New Jersey, 1974".
- B. "Code of the Township of Princeton, New Jersey, 1968".
- 2. Said Ordinances and Codes shall remain in full force and effect until modified by Princeton as provided for by law.
- 3. A notice of the adoption of this Resolution shall be published in The Princeton Packet within ten (10) days of the date of adoption as required by law.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 24th day of June, 2013.

Linda S. McDermott, Clerk
Princeton

PRINCETON
COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Princeton wishes to adopted a Personnel Manual to establish a system of uniform and appropriate personnel policies and procedures for Princeton employees; and

WHEREAS, the Administrator has recommended that said Manual be further adopted.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton as follows:

1. Princeton Council hereby adopts the "Princeton Personnel Manual" as drafted through June ____ 2013. A copy of said Manual is on file in the office of the Municipal Clerk.
2. A notice concerning the adoption of this Personnel Manual and copies of the Manual itself shall be circulated by the Office of the Administrator to all Management Staff for dissemination to Princeton personnel.

CERTIFICATION

I, LINDA S. McDERMOTT, Municipal Clerk of Princeton, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Princeton Council at its regular meeting held on the ____ day of June, 2013.

Linda S. McDermott,
Princeton Municipal Clerk

6/24
13-191

Resolution

Princeton Mayor and Council

BE IT RESOLVED, by the Mayor and Council of Princeton as follows:

Councilman Lance Liverman is hereby appointed Liaison to the Princeton Housing Authority in place of Councilman Patrick Simon.

I, Linda S. McDermott, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held June 24, 2013.

Linda S. McDermott, Municipal Clerk

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**Mayor and Council
PRINCETON**

RESOLUTION

BE IT RESOLVED by the Mayor and Council of Princeton:

The following are hereby appointed to the:

HUMAN SERVICES COMMISSION

Thomas Parker

2 years*

PLANNING BOARD

Cecilia Birge, Alternate I

2 years*

I, **Linda S. McDermott**, Municipal Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton at its meeting held June 24, 2013.

Linda S. McDermott
Township Clerk

* Filing an unexpired term

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Princeton

Construction Department
400 Witherspoon Street
Princeton, NJ 08540

PHONE #:609 921-7078 FAX #: 609 688 2043

MEMO

Date: 6/17/2013

To: Linda McDermott, Municipal Clerk

From: John Pettenati, Construction Official

RE: Archival Scanning of Permit Files, Plans and Documents
Formally known locations: Princeton Township & Princeton Borough
Building Departments.

We are requesting approval for Archival Scanning, by DRS Imaging. Attached please find their proposal along with an agreement between Princeton & DRS Imaging.

Please place this on the agenda for June 24, 2013.

PRINCETON

COUNTRY OF MERCER, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Princeton through its governing body, has reviewed and accepted the proposal from the State Contract Holder Software House International (SHI) of which DRS Imaging is a sub contractor, for archival scanning of permit files, plans & documents .

NOW THEREFORE, BE IT RESOLVED by the Mayor and Counsel of Princeton as follows:

WHEREAS, the scanning of documents will be purchased by Princeton pursuant to the New Jersey Software State Contract # 77560. Thus the billings will come from SHI while the contract is between DRS and Princeton.

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an Agreement with Software House International (SHI) of which DRS Imaging is a sub contractor located at, 290 Davidson Avenue, Somerset, New Jersey 08873, for the sum not-to-exceed ninety nine thousand nine hundred (\$99,900.00) dollars for Archiving & Scanning of Building Departments Files. The agreement authorized by this Resolution is on file in the Office of the Princeton Clerk and may be inspected during regular office hours.
2. The scanning service is being purchased pursuant to the New Jersey Software State Contract # 77560 as permitted without bid pursuant to N.J.S.A 40A:11-12.
3. Notice of approval of this Contract shall be published in The Princeton Packet within ten (10) days of its passage as required by law.

CERTIFICATION

I, Linda S. McDermott, Clerk of the Princeton, hereby certifies that the foregoing Resolution was adopted by Princeton Committee at its meeting held on the 24th day of June 2013.

Linda S. McDermott, Clerk
Princeton

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13-194

AGREEMENT

THIS AGREEMENT, entered into on this 24th day of June 2013, by and between the **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **SHI/DRS IMAGING** formally **LARGEDOC SOLUTIONS**, 290 Davidson Avenue, Somerset, New Jersey 08873 (hereinafter referred to as "**DRS IMAGING**").

WITNESSETH:

WHEREAS, the Township of Princeton requires the archiving and scanning of the **Building** files; and

WHEREAS, **DRS IMAGING** has agreed to provide said service pursuant to the New Jersey Software State Contract #77560 as permitted by the provisions of the New Jersey Local Public Contracts Laws, *N.J.S.A. 40A:11-12*. without public bid.

NOW, THEREFORE, IT IS AGREED by and between the **PRINCETON** and the **DRS IMAGING**, as follows:

1. **PRINCETON**, hereby retains **DRS IMAGING** to undertake and complete the scanning and archiving of various **Building** files. The nature and scope of services to be provided are as set forth on the **DRS IMAGING** proposal dated May 10, 2013 a copy of which is attached hereto and made a part hereof as Exhibit A.
2. **PRINCETON** agrees to compensate **DRS IMAGING** for a sum not-to-exceed ninety-nine thousand nine hundred (\$99,900.00) dollars for undertaking and completing said work.
3. All of the work to be undertaken and completed by **DRS IMAGING** shall be done under the direct supervision of the Office of the Princetons Construction Official.

4. The **TOWNSHIP** and **DRS IMAGING** hereby incorporate by reference into this Agreement the affirmative action/non-discrimination requirements as set forth on Exhibit B attached.

5. **DRS IMAGING** agrees to comply with the requirements of the New Jersey Business Registration Act in accordance with Exhibit C attached.

6. **DRS IMAGING** further agrees to adhere to the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7 et seq.*, as well as the Princeton Pay-to-Play Ordinance No. 2007-11 as set forth on Exhibit D attached.

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

ATTEST:

Linda S. McDermott, Clerk

WITNESS:

PRINCETON

By: _____
Liz Lempert, Mayor

SHI/DRS IMAGING

By: _____
Gary Stack, Senior Vice President of
Business Development.

Proposal Submitted To:

Princeton
Mr. John Pettenati
Construction Official

Proposal For:
Data and Document Management Conversion Services
For Small and Large Documents
Building Department
May 10, 2013

Updates

Submitted by:

DRS Imaging
Formally LargeDoc Solutions
Gary Stark
Senior VP of Business Development
Phone: 732.598.3090
Fax: 732.882.1220
E-Mail: GStark@drsimaging.com

Princeton
Using State Contract # 77560
Proposal for Database and Document
Imaging Conversion Services and Systems
Implementation

DRS Imaging is very grateful for this opportunity to present this proposal for Princeton's Document Retrieval requirements. Our response is totally directed to meet all your current requirements and future business needs. DRS Imaging's philosophy is to provide Princeton satisfaction by dedicating our efforts and resources to understanding today's emerging technology needs of Princeton. DRS Imaging uses the latest technology and system processes to guarantee the Princeton increases in worker productivity and morale, while reducing overall costs and space requirements.

This proposal represents a contract for twelve (12) months not to exceed \$99,900 for additional implementation to Princeton's existing Document Imaging System.

Contract Renewal under NJ State Contract

Princeton has purchases Document Retrieval Software which requires constant support in the form of software maintenance, installation, upgrades to the database through additional implementation services by adding new scanned images. All of these services are covered under the State Contract # 77560 (see below)

State Contract Holder is Software House International (SHI) of which DRS Imaging is a sub contractor. Thus the billings come from SHI while the contract is between DRS and the Princeton. They will be sending a proposal based upon the enclosed proposal.

The process is as follows:

1. DRS sends our proposal, once it is accepted SHI will send their proposal quote
2. Princeton sends a PO directly to SHI based upon their proposal quote.
3. If the Princeton requires a three way agreement between DRS, the Princeton and SHI then the agreement will read that SHI is only responsible for the billing.

0050 COMM CODE: 208-80-076145

[COMPUTER SOFTWARE FOR MICROCOMPUTERS..]

ITEM DESCRIPTION:

SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION

The document imaging part of the installation is critical for the software to work because the software retrieves data and images which is controlled by the software. Without data and images there is no retrieval. Every year Princeton, through DRS Imaging, has to scan into the software new images scanned from paper to update the older and new projects that may or may not already exist in the database.

Our proposal is three pronged with an affordable payment plan

- To create a highly organized digital database for each department, scanning and indexing of closed Project Folders, Case and Correspondence Folders—linking associated large drawings for quick and easy retrieval.
- DRS Imaging Update Program to eliminate the build up of paper. Our driver will pick up all the newly closed Project Files on a monthly, quarterly or yearly schedule. The files will be scanned and added to the Princeton's database.
- Create 16mm and 35mm Archive Microfilm in compliance with New Jersey Law for the destruction of documents, allowing the Municipality the option to destroy documents after State certification.

Project Completion

We have the experienced staff, the existing equipment and proven expertise to guarantee the one (1) month installation time frame per pick up with a proven track record of being on time and on budget to back it up.

Executive Summary

DRS Imaging will provide Princeton a Document Imaging Management System that will meet all the expectations for the various departments. Our system is currently in use in over one hundred-fifty (150) New Jersey Municipal and County departments. All of them have eliminated the dependency on paper documents, reduced storage requirements, providing immediate access to records by authorized personnel; created State approved microfilm and are working towards their certification for document destruction, while providing a solid foundation to continue the process into the future. Our proposal will also demonstrate our expertise in providing a Document Imaging Conversion System and that our approach and methodology is proven for similar projects and innovative to satisfy the needs of Princeton. There is no learning curve or outsourcing with DRS Imaging.

We understand the problems that Municipalities face today; valuable space is wasted by storing archived documents and drawings; time is wasted searching for requested documents; complying with New Jersey Public Access Law; and justifying this project to the Mayor, Business Administrator and Council Members. DRS Imaging addresses these issues by reducing file space by 95%, increasing department efficiency by saving thousands of hours on research and retrieval, while providing a 30% to 60% return on investment. We understand the potential positive impact that this contract represents, and we do not take that responsibility lightly. Please call our references and we invite you to visit our production facility in Springfield, New Jersey.

Over the past four years, DRS Imaging has converted over 20,000,000 documents and 1,500,000 drawings from New Jersey municipal departments.

- Space: Every year the Princeton accumulates more paper, and every year Princeton has to keep track of more and more pieces of paper, all of which cannot be thrown away. As the sizes and quantities of these files increase, Princeton is faced with an ever-growing problem of where to store all of this paper. Storerooms become overcrowded, office space is used for filing cabinets not people, dark and dingy basements and hot and dusty attics are converted into inadequate storage spaces, or costly mobile office space and off-site storage is purchased. LDS's solution eliminates the need for this otherwise costly wasted space while putting these important documents at employee and resident fingertips.
- Efficiency: Limited space and filing problems reduce job efficiency. LDS's conversion services will eliminate the clutter and the time wasted searching for requested files. If the problem is not addressed it will get worse as the years go on. More misfiles will generate resident dissatisfaction. Also, sharing files and information between the various departments will be appreciated, as requests can be researched and answered quickly and efficiently.
- Fire/Flood/Other disasters: Paper documents are fragile. Fire, water, accidents, time and incompetence can easily destroy legal documents leaving Princeton open to litigation. Due to the size and amount of paper involved, it is unfeasible to backup paper documents by photocopying, and even if the Princeton did, where would all these backups be kept? With LDS's conversion system an entire warehouse full of documents can easily be stored off-site in several boxes containing CD-ROMs, backup tapes and microfilm. This allows the Princeton not only to backup their documents but in the case of a disaster the Princeton can quickly restore the digital database anywhere it can set up a computer.

Why Princeton Should Choose DRS Imaging

- Experience: This is an opportunity to finally convert lots of paper to an organized digital database that will last forever and it is not as simple as some vendors may say. There are many issues and all these issues have been solved by DRS Imaging for over 150 New Jersey Government Departments. See the enclosed articles.
 - Jersey City Building, Planning, Zoning and Tax Departments
Jersey City needed to renovate its 30 Montgomery Street office space and their files occupied 2,500 square feet of office space. The files had to be removed immediately to make room for the conversion and there was a tremendous need to retrieve all the files during the conversion process because of all the active building and planning sites through out the City. Over 300,000 drawings and 2,000,000 documents were converted in a five month period while providing active file retrieval. See the enclosed NJ Biz article.
 - Hudson County Engineering Department
All project drawings for the entire County were stored in the basement and the project engineers didn't have ready access to the drawings because they were only indexed by project name. Today, every engineer has immediate access to any drawing from 1830 to current by a multitude of indexes making it much easier to search any drawing in their 35,000 drawing inventory. The drawings consisted of Parks, Building/Grounds, Roads, Bridges, etc.

- Newark City Clerk
Newark is the third oldest city in the United States next to Boston and New York. Everything that has happened in the United States since 1600 has happened in Newark. Many of the original Resolutions, Minutes, Ordinances and Sewer Maps are now available for the public thanks to the preservation conversion preformed by DRS Imaging. All scanning was completed in 300DPI grayscale.
- Quality Control: DRS Imaging checks each and every image at least twice, first by the scanner operator while the image is being scanned and a second time by a team of Quality Control operators whose singular task is to insure the quality of each image. The scanning staff and quality control staff are comprised of different sets of employees so there are always two sets of eyes looking at each image. This two-step Quality Control process is above and beyond what DARM requires.
- Outsourcing: DRS Imaging provides complete conversion services at our Springfield facility. Not one item of the conversion process is outsourced, thus providing complete control over the documents of the Princeton at all times. Everything stays in New Jersey.
- Full Size Drawing Printing: Drawings come in all sizes from 8.5" X 11" to 36" X 48" and larger. The problem is the printer does not know the true original size and will print the incorrect size. DRS Imaging has developed a program that solves this problem and like all of the above items is included in this proposal.
- New Jersey Certification: The process for State certification to destroy small and large documents is not an easy process and requires knowledge of the process. To date, DRS Imaging is the only conversion service bureau that has obtained State Certification for both large and small format documents for its New Jersey Governmental entities.

Statement of Work Study

The scope of work shall include design, delivery and installation of a Database and Document Management System that meets the New Jersey State requirements for Imaging System Certification. The following are the State's requirements, which DRS Imaging meets and are included in our pricing.

- Form a team of entity representatives.
- Consult State standards.
- Set realistic timetables.
- System must be open architecture.
- Create a data index.
- Specify security methods.
- Provide a microfilm back up.
- Plan for disaster prevention/recovery and data migration.

Overview

The Princeton is interested in procuring Database and Document Management Conversion Services from DRS Imaging. The tasks are to organize, index, scan, enhance, retrieve, view, archive, store and print Small and Large documents for the Engineering and Zoning

Departments. This document shall serve as a pricing outline based upon the initial survey of quantities to be converted and a partial Statement of Work for these departments. Once the commitment is made to engage DRS Imaging, the Statement of Work will be finalized.

Requirements Definition and Detailed Design Study

Our Data and Document Management Team, with assistance from Municipal personnel, will conduct a Requirements Definition and Detail Design study in the initial stage of this conversion project. The deliverables, from this Study, will be a Detail Specification defining each application with regard to indexing, database design, file preparation, scanning, archiving, training, document security, and implementation and installation requirements. DRS Imaging and Princeton must approve this Study and confirm the project scope, schedules and budget before project work can begin.

Access to Public Records Statutes Chapter 404 of the Public Access Law 1994, Chapter 140

This law was signed on January 8, 2002 and took effect on July 8, 2002. The law states that Government records shall be readily accessible for inspection, copying or examination by the citizens of this State, with certain exceptions, for the protection of the public interest. Any limitations on the right of access accorded by P.L. 1963, c. 73 (C 47:1A-1 et seq.) as amended and supplemented, shall be construed in favor of the public's right of access. The DRS Imaging Data and Documentation Management Conversion System complies with the new law, while ensuring the necessary safeguards. DRS Imaging makes it considerably easier for the various Departments to track, comply or reject these requests.

Application Preparation

Prep includes the removal of staples, post-it notes, repairing torn documents and identifying and placing specific documents in a predetermined order. For example, a Building Permit would be arranged with the Permit Jacket first, the Certificate of Occupancy/Approval next, followed by the Sub-code documents in order of, Building, Plumbing, Electrical and Fire, then correspondence and lastly spec books, calculations, and other assorted documents.

Index

Our Data and Document Management Team Leader will develop an indexing methodology, which will include all the required retrieval field criteria, number of characters in each field, and the merging of any existing databases. This process will ensure mutually agreed retrieval specifications. An Index review will follow allowing an opportunity to revise each document's naming conventions and make any corrections.

The indexing process is divided into two categories, folders and loose drawings: Indexing for the Project Files includes project number, project name, address, block, lot and drawing title. Loose drawings will be linked to their respective folders or project title. DRS Imaging captures all of the above so the entire folder is retrieved at the same time. Documents such as Permits, Construction Correspondence, case files, As Builts, etc., will be retrieved together regardless of the retrieval criteria.

Update Program

DRS Imaging offers an update program to eliminate the future build up of paper. We will arrange a pickup schedule based on the volume of new paper created by the Municipality and how many departments are using the DRS Imaging system, usually on a yearly basis. The documents are scanned, and indexed. DRS Imaging then installs the updated database for the Municipality and provides new microfilm backup.

Security

Providing security is a joint effort between Princeton and DRS Imaging. Sharing part of the digital database requires document level security preventing access to sensitive or confidential documents and drawings. The details are performed during our pre-installation survey at no additional cost.

Digital Scanning

Our scan teams are trained to maximize production and scan quality, using state-of-the-art scanners. Scan tools such as de-speckle, de-skew and crop are used to enhance even the poorest quality drawing to get the best image possible. Drawings are scanned at 300 DPI to meet New Jersey certification requirements.

Grading

Each drawing is graded (A) Excellent, (B) Good or (C) Poor. This process quickly and accurately identifies drawings that are eligible for destruction, while also identifying drawings that require further analysis before destruction. Grading also provides a basis for the quality of the printed image.

Raised Certification Seals

The New Jersey Department of Archives and Records Management require all Certification Seals to be visible and/or identified on the scanned image. At DRS Imaging, we identify all Raised Seals, meeting the requirement for the State's Destruction Certification.

Inspection and Quality Control

This is an area that we take extra steps and extra care to ensure that the accuracy of the data and the clarity of the image are the best they can possibly be!! From the moment documents arrive at our facility, the quality control process begins. In the warehouse we re-box all files into new plastic boxes. Each file is given a unique LDS number. This means that no files are missed. After scanning, both small documents and large drawings receive 100% quality control inspection. Each image is checked for clarity – we crop, de-speckle, and de-skew. Each data entry is checked for accuracy and spelling. Our database administrator gives it a thorough and final check before delivery and installation.

Archive: New Jersey State Requirements and Certification

The State will not certify any documents for destruction without Archival Microfilm back up. DRS Imaging creates 16mm and 35mm Archival Microfilm from the scanned digital image. This process insures the best quality microfilm and is 100% State compliant. Each Record is placed on the microfilm in consecutive order and can be retrieved by a unique Roll and Frame number.

We have extensively worked with DARM to provide a process that will be certified by the State Records Committee. The entire process is completed in our Clark facility. There is no outsourcing

Training, Server & Workstation Installation

All data and documents converted by DRS Imaging can be retrieved on any networked workstation within the Princeton. The required training can be accomplished in a few hours. The enclosed pricing offers five (5) hours for training.

- Data Migration

At any time, the images contained within the digital database can be exported into industry standard TIFF format. Likewise, the data corresponding to these images can also be exported into several different formats of industry standard ANSI text files. Retrieval of these files is the basis of migrating the data into a future system. We help to implement your Disaster Recovery Plan in three key ways. First, we supply a complete backup of your digital database on either CD or DVD. Second, we keep an additional off-site copy of the database. Third, we create digital Archive Microfilm. These three key elements of a Disaster Recovery Plan are necessary to receive certification by the State to destroy documents after the conversion process is complete. This is a supplement to the Princeton's own plan.

- Disaster Prevention/Recovery Plan (Optional)

The New Jersey State Records Committee requires the Princeton to have a disaster prevention/recovery plan as part of their certification application. DRS Imaging provides the service of a disaster prevention recovery plan that is implemented in conjunction with the installation of our system. The disaster prevention/recovery plan includes archival microfilm storage, data security, test cycle, off site storage, back-up cycle, tape refresh, hot site and a maintained library. The Princeton may decline this service if the Princeton has a disaster prevention/recovery plan in place. DRS Imaging is offering this service in the event that the Princeton needs a Disaster Prevention/Recovery Plan for State Certification.

Subcontracting and Outsourcing

DRS Imaging provides complete services. The entire job is produced at our Springfield facility with no documents leaving the State of New Jersey.

Server Specifications

The hardware and software requirements to support our solution are very minimal, so minimal that some small towns run the system on a desktop PC and / or the existing Princeton server. The recommended hard drive space needed to run the software for this proposal is 30 gigabytes.

Pricing and Quantity

The following prices are based on an estimate after a walk through and information supplied by the departments involved. The unit prices are firm, but the total costs can vary with the actual quantities.

Disclaimer

This document has been prepared in accordance with the accepted techniques for the system design and a collaborative understanding of your requirements based on the information provided to us. All values, charts, designs, and related information contained in this document reflect best estimates based on the information. However, the proposed operating environment (for example, speeds, configuration, personnel, and costs) may vary from those indicated in the document due to variances in volumes, environment, personnel, software, programs and other factors not under the control of DRS Imaging. DRS Imaging makes no representations or warranties regarding this information and shall have no obligations relating thereto or to perform any of the services described therein unless contracted to do so in writing. This document presents estimates and designs for your evaluation only, and does not constitute an offer or contract. Any agreement will be subject to the terms of a mutually acceptable contract signed by the customer and the prime contractor.

Proprietary Notice

This document contains confidential information that is for the sole purpose of permitting the recipient to evaluate the document submitted herewith. In consideration of the recipient of this document, the recipient agrees to maintain such information in confidence and to not use such information with, reproduce or otherwise disclose this information to, any person outside the group directly responsible for evaluation of its contents, except when there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information or which becomes publicly known through no fault of recipient, or is received without obligation of confidentiality.

Terms

Pricing in this document is for planning and budgeting purposes only and is valid for ninety (90) days.

**Pricing and Quantity Estimates: Premium Indexing and Prep for the
Princeton Building Department
(200) 1.2 Cubic Foot Boxes**

Item	Price	Unit Estimates	Total
Folders			
Document Prep	\$ 0.40/Folder	15,000	\$ 6,000
Index(50KS/Folder)	\$ 0.008/KS	750,000	\$ 6,000
Digital Scan, 100% Inspection	\$ 0.010/Img	300,000	\$ 30,000
16mm Archival Microfilm	\$ 0.02/Img	300,000	\$ 6,000
Drawings			
Drawing Prep, Scan Grading, Seals 100% Inspection	\$ 1.70/Img	18,000	\$ 30,600
35mm Archival Microfilm	\$ 0.20/Img	18,000	\$ 3,600
Index (60KS)	\$ 0.008/KS	840,000	\$ 10,800

Total Item Price	\$ 93,000
One Time Charges Separate From Item Pricing	
<ul style="list-style-type: none"> • Server and Workstation Installation, Training, Pick-Up and Deliver, New Jersey Certification Update, Database Build and Software. 	\$ 5,900
<ul style="list-style-type: none"> • Linking Loose Drawings to Folders and File matching as long as the Permit Number appears on the Drawing. 	\$ 1,000
Total Price with One Time Items	\$ 99,900

EXHIBIT B

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to the Township (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with the Township, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to the Township to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall the Township accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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

A. 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 all 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.

B. 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.

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

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, 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.

G. 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;

H. 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, 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.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Township, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Township of any prior violation of this section of the contract.

EXHIBIT C

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

A contractor or subcontractor who fails to provide proof of business registration or provides false information of business registration shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each proof of business registration not properly provided under a contract with a contracting agency.

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

EXHIBIT D

NEW JERSEY "LOCAL UNIT PAY-TO-PLAY LAW" COMPLIANCE

Political Contribution Disclosure

This Agreement has been awarded to CONTRACTOR/CONSULTANT based on the merits and abilities of CONTRACTOR/CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in *N.J.S.A. 19:44A-20.7*. As such, CONTRACTOR/CONSULTANT hereby certifies that CONTRACTOR/CONSULTANT (including persons and other business entities having an interest in CONTRACT/CONSULTANT as defined by *N.J.S.A. 19:44A-20.7*) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-1 et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of Princeton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Princeton when the Agreement is awarded.



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: June 19, 2013

SUBJECT: **PSA – Atlantic Traffic & Design Engineers, Inc.**
Completion of Terhune Road Speed /Count Study; NTE \$3,000

Please find attached a proposal obtained by the Princeton Police Department providing for the completion of a speed study and vehicle count study along Terhune Road. The study would be completed over a one week period as determined by the Municipality.

The Princeton Traffic and Transportation Committee recommends that this study be completed to establish a baseline for the number, type and speed of vehicles traveling Terhune Road. This information is needed to determine how best to address neighbors' traffic concerns.

In consideration of the above, it is recommended that Council authorize the attached professional services agreement with Atlantic Traffic & Design Engineers, Inc., in the not to exceed amount of \$3,000.00. Also, attached please find a copy of the Council Resolution to be used in authorizing the agreement.

If you have any questions please contact me or Thomas Murray, Sgt, Traffic Safety Officer.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk
Edwin W. Schmierer, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Finance
Sandy Webb, CFO
Captain Nicholas Sutter
Sgt. Thomas Murray, Traffic Safety Bureau
Deanna Stockton, P.E., Assistant Engineer
Jack West, Land Use Engineer
Anton Lahnston, T&T Committee
Robert Altman, T&T Subcommittee
Rosanna Roberto, Secretary

**RESOLUTION 2013-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
RESOLUTION AUTHORIZING COMPLETION
OF TERHUNE ROAD SPEED / COUNT STUDY**

WHEREAS, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with Atlantic Traffic & Design Engineers, Inc. (hereinafter referred to as "Provider") to conduct a vehicle speed/count study for Terhune Road, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as a professional traffic engineering company on behalf of the Municipal Department of Engineering to provide vehicle speed/count studies for potential speed limit modifications. Specifically, the Provider shall perform the services provided for in their proposal dated May 6, 2013.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of

13-195
6/24

the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held June 24, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of June, 2013.

Linda S. McDermott
Municipal Clerk

**MUNICIPALITY OF PRINCETON
PROFESSIONAL SERVICES AGREEMENT 2013**

AGREEMENT, made this 24th day of June 2013, by Atlantic Traffic & Design Engineers, Inc., located at 35 Technology Drive, Warren, NJ 07059 (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated May 6, 2013, hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services for:

Completion of Terhune Road Speed / Count Study.

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from June 24, 2013 through December 31, 2013 subject to available budgetary funding.

2. PAYMENT:

- a. Total fee of three thousand dollars (\$3,000.00).
- b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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, sex, affectional or sexual orientation. The 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 or sexual orientation. Such action 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, sex, affectional or sexual orientation;

The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ 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 supplements 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 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

The contractor or subcontractor 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, affectional or sexual orientation, 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;

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors 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, and public agencies 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).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

WITNESS

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Elizabeth Lempert, Mayor

By: _____
Atlantic Traffic & Design Engineers, Inc.



**ATLANTIC TRAFFIC
& DESIGN ENGINEERS, INC.**

35 Technology Drive
Warren, New Jersey 07059
908.769.5588
fax 908.769.7733
atde@atlantictraffic.com

CONTRACT

May 6, 2013
VIA EMAIL

Princeton Police Department
1 Valley Road
Princeton, New Jersey 08540
Attn: Sgt. Thomas R. Murray, III

**RE: Professional Traffic Engineering Services
Proposed Vehicle Speed/Count Studies
Various Locations
Princeton Township
Mercer County, New Jersey
ATDE Project No. AJ13077**

Dear Sgt. Murray:

Atlantic Traffic & Design Engineers, Inc. (ATDE) is pleased to provide this Contract for Professional Traffic Engineering Services in connection with the above noted studies. Per our recent telephone conversation we understand that you are looking to outsource vehicle speed/count studies that have previously been conducted by the police for potential speed limit modifications.

The following scope of services has been prepared:

PHASE I – Vehicle Speed/Count Study

ATDE will conduct a vehicle speed/count study for a period of one week for a single location using side-fire radar technology. It is assumed the studies will be conducted along either a two-lane road with one travel lane in each direction or a one-way road comprised of one or two lanes.

Note that the radar device will need to be installed on a pole (utility, traffic signal, etc.) adjacent to the subject roadway. This scope assumes that Princeton will obtain permission from the appropriate utility owner for the installation.

Once the field data is retrieved it will be summarized to determine the 85th percentile study speed. A one page letter address to the Police Department will be prepared summarizing the methodology of the study along with the results. The letter would be signed and sealed by a professional engineer in the State of New Jersey. A supplemental Contract Addendum will be provided if additional services are requested such as expert testimony, etc.

FEE SUMMARY

Limited to this Scope of Services, we estimate the following fees and reimbursables for all appropriate project expenses (including transportation, report printing, etc.) per study location:

PHASE I	VEHICLE SPEED/COUNT STUDY:	\$2,850.00
	ESTIMATED REIMBURSABLES:	\$150.00

Other Office Location:

2002 ORVILLE DRIVE NORTH, RONKONKOMA, NY 11779
631.738.1919

Additional work will be completed on an as-needed basis, and will be charged in accordance with the attached "Standard Provisions for Professional Services" (hourly rates) and "Terms and Conditions". Contract Addendums for such additional work will be issued for activities outside the noted scope of services upon consultation with the client. Unless otherwise indicated by the client, work directed to be performed by the Project Attorney or Project Manager/Engineer will be accepted as authorization to conduct such work and client shall be obligated to pay Atlantic Traffic for same in accordance with the Contract and Terms and Conditions.

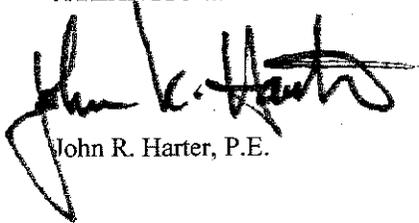
We will submit invoices for professional services rendered and expenses incurred on a monthly basis commencing the month following the execution of this contract. ATDE will bill for hourly work which we perform in accordance with the Standard Provisions for Professional Services in effect when we perform the work. We reserve the right to adjust hourly rates and typically do so at the end of each calendar year. Payment for invoices is due immediately upon Client's receipt of an invoice and, in no event, later than thirty (30) days of mailing of an Invoice (the "Due Date"). It is important that you do so to avoid any interruption in our performance of professional services. The attached Terms and Conditions shall form a part of our Contract and are incorporated herein by reference, fully and completely. Unless stated otherwise in writing, this Contract will be valid for ninety (90) days from the date of this Contract. If not accepted by the client within this time period, it shall be subject to modification or withdrawal by ATDE, and ATDE must be consulted to confirm the appropriate project scope and fees. Additionally, the fees identified in the Contract are subject to change after six (6) months from the date of acceptance by the client, should any phase of services within the Contract not be initiated within that time frame.

If you are agreeable to this Contract, kindly indicate your written authorization to proceed.

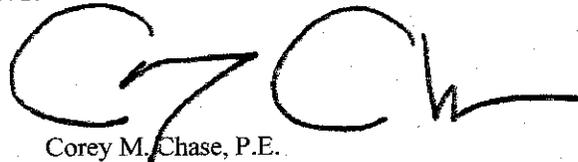
Should you have any questions or comments concerning this contract, please contact the undersigned.

Sincerely,

ATLANTIC TRAFFIC & DESIGN ENGINEERS, INC.



John R. Harter, P.E.

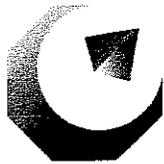


Corey M. Chase, P.E.

ACCEPTED:
Princeton Police Department

By: _____
Sgt. Thomas R. Murray, III

Dated: _____



**ATLANTIC TRAFFIC
& DESIGN ENGINEERS, INC.**

35 Technology Drive
Warren, New Jersey 07059
908.769.5588
fax 908.769.7733
atde@atlantictraffic.com

STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
(Effective January 1, 2013)

SERVICES

The following rates for professional and technical services will apply to actual time devoted by staff employees to each time and materials engagement, computed to the nearest fifteen minutes:

STAFF

HOURLY RATE

• Principal	\$205.00
• Sr. Project Manager	\$185.00
• Project Manager	\$165.00
• Project Engineer	\$140.00
• Assistant Project Manager	\$135.00
• Sr. Traffic Engineer	\$115.00
• Traffic Engineer II	\$105.00
• Traffic Engineer I	\$95.00
• Construction Inspector	\$88.00/hr.*
• CADD Designer	\$85.00
• CADD Operator	\$75.00
• Sr. Technical Assistant	\$73.00
• Technical Assistant	\$65.00
• Field Technician	\$55.00
• Administrative Assistant	\$55.00
• Public Hearings/Night Meetings	Time & Materials Basis \$750.00 (min.) per professional

Atlantic Traffic & Design Engineers, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion or demotion or general change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement such as total estimated project cost. All rates are billed portal-to-portal.

- * Overtime in excess of 8 hours per day for work performed outside of Monday through Friday (7:00 a.m. to 5:00 p.m.) will be billed at a rate of \$105.00 per hour.

EXPENSES

Miscellaneous Reimbursable Expenses:

Postage, Federal Express, etc.	\$ Cost
Mileage Reimbursement (effective 1/1/13)	\$.56/mile
Travel (Hotel, Air Fare, Meals)	\$ Cost
Plotting	\$ 2.50/sheet
Color Printing (8½" x 11")	\$ 2.50/sheet
Computer Mylars/Color Plots	\$ 20.00/sheet
CD's	\$ 4.00/CD
ATR Equipment Usage	\$ 75.00/ATR
Outside Services or Fees	\$ Cost + 10%
Equipment Rental	\$ Cost + 10%
Reports	\$ 10.00 < 50 pages Plus \$10.00 for each subsequent 50 pages

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Other Office Location:

2002 ORVILLE DRIVE NORTH, RONKONKOMA, NY 11779
631.738.1919

TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between ATLANTIC TRAFFIC & DESIGN ENGINEERS, INC. (the "Firm"), and PRINCETON POLICE DEPARTMENT (the "Client"), to which these Terms and Conditions are attached:

- I. **PROFESSIONAL RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract.
- II. **CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete Professional Services in the most efficient fashion.
- III. **PAYMENT TERMS** – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) day of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates on or after the year anniversary date of the Contract.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

IV. **INDEMNIFICATION – Client and the Firm**

- A) **THE FIRM TO CLIENT:** The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for any losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subconsultant's negligence, gross negligence, action(s) and/or omissions(s); provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage.
- B) **CLIENT TO THE FIRM:** Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, gross negligence, action(s) and/or omission(s). Client, as used in this Article III B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.

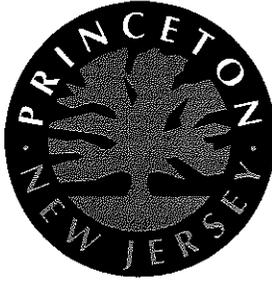
- V. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property, until Client fully pays the Firm for all Professional Services and expenses related to the Firm's creation of the Firm Materials. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"),

are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.

The Client agrees not to use or re-use the Firm Materials, either in whole or in part, for any purpose other than for the Project and not to alter same. The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.

- VI. REVOCATION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
- VII. TERMINATION** – Client may only terminate the Contract if the Firm fails to substantially perform under the Contract. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract, Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XIV.
- VIII. ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. Neither the Firm nor the Client shall assign or transfer this document or any interest herein without the other party's prior written consent and only after thirty (30) days; advance notice of intent to assign. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract, after fourteen (14) days' advance written notice to Client of the Firm's intention to do so.
- IX. NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall not be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
- X. EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
- XI. CONSEQUENTIAL DAMAGES** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles VII and/or X, hereunder
- XII. SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose.
- XIII. THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
- XIV. NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
- XV. ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
- XVI. VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract.



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Director of Engineering

DATE: June 19, 2013
TO: Robert Bruschi, Administrator
FROM: Deanna Stockton, P.E., Assistant Municipal Engineer
RE: **Zipcar Agreement**

Since 2003, the Borough of Princeton has had an agreement to accommodate Zipcar vehicles at a municipally owned parking lot. The former Borough's agreement has lapsed and we respectfully request Council's authorization of the new five (5) year contract attached.

Zipcar, recently purchased by Avis Budget Group, is a membership-based carsharing service. It is an alternative to owning a vehicle, and is more flexible than public transportation. Zipcar advertises that each Zipcar takes at least 20 personally-owned cars off the road, which, in turn, reduces congestion and pollution. Under this agreement, two Zipcars will have dedicated parking spaces immediately inside the Spring Street entrance to the Municipal Garage for their exclusive use. A monthly rental fee of \$125 per vehicle will be paid to the municipality, and Zipcar is current with their monthly rental payments to the municipality.

As Princeton has a longstanding goal to promote sustainable activities such as ridesharing, please consider continuing the Zipcar program in Princeton in accordance with the attached Resolution and Agreement.

If you have any questions or need additional information, please contact me.

Deanna Stockton

Deanna Stockton, P.E.
Assistant Municipal Engineer

Attachments

CC: Kathy Monzo, Assistant Administrator
Linda S. McDermott, Municipal Clerk
Sandra Webb, CFO

PRINCETON
COUNTY OF MERCER
STATE OF NEW JERSEY
RESOLUTION NO. 13-_____

WHEREAS, Princeton has a long standing interest in reducing traffic and congestion on its streets and wishes to continue to promote car-sharing and other techniques that have been proven to reduce congestion and maximize the utility of limited off-street parking; and

WHEREAS, ZIPCAR, Inc., ("Zipcar") has developed systems and provides car-sharing services through its online operations that encourage and facilitate car-sharing, short-term rental, and efficient use of vehicles and fuel economy; and

WHEREAS, Zipcar and Princeton have agreed to extend its agreement to continue to place vehicles at the Spring Street municipal parking garage.

NOW, THEREFORE, be it resolved by the Princeton Council as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into the parking agreement between Princeton and Zipcar attached hereto as Exhibit "A".
2. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing resolution was adopted by the Princeton Council at its meeting held on the 24th day of June, 2013.

Linda S. McDermott, Clerk
Princeton

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PARKING AGREEMENT

This Agreement made this ____ day of June 2013, by and between

The Mayor and Council of the Municipality of Princeton, New Jersey (Princeton), a municipal corporation of the State of New Jersey, having its offices at the Municipal Complex, 400 Witherspoon Street, Princeton, New Jersey, 08540,

and

ZIPCAR, Inc. (Zipcar), a corporation with its principal office at 25 1st St., 4th Floor, Cambridge, MA 02141

WHEREAS, Princeton has a longstanding interest in reducing traffic and congestion on its streets and wishes to continue to promote car-sharing and other techniques that have been proven to reduce congestion and maximize the utility of limited off-street parking; and

WHEREAS, Zipcar has developed systems and provides car-sharing services through its online operations that encourage and facilitate car-sharing, short-term rental, and efficient use of vehicles and fuel economy; and

WHEREAS, Zipcar has proposed to extend its former agreement with Princeton Borough to the consolidated Princeton and continue to place vehicles at the Municipal Parking Garage so that Princeton residents and visitors will be encouraged to utilize same while in the Princeton area with the attendant benefits of relieving traffic and parking congestion, promoting fuel economy, and serving the mobility needs of the community.

IT IS AGREED that:

1. Princeton will continue to make available, for Zipcar's exclusive use, the current two (2) striped and signed parking spots located immediately inside the Spring Street entrance of the Municipal Parking Garage for a term of five (5) years.
2. Zipcar shall pay on a monthly basis, a rate of \$125 per space per month.
3. Zipcar shall continue to bear the cost of providing and installing appropriate metal signs informing the public that parking in the designated spaces is limited to properly marked Zipcar vehicles and further indicating that Princeton is fostering the Zipcar car sharing services on behalf of the community
4. Princeton shall secure and maintain the parking services consistent with its standard for snow and trash removal, pavement repair, etc. so that Zipcar members use of the vehicles and parking areas will not be impaired. Nothing contained herein shall obligate Princeton to incur extra expense or provide any additional service than it would normally provide on behalf of others parking in the designated parking area.

5. Zipcar shall pay its parking charges, as provided on paragraph 2, on a monthly basis. Payments shall be made to the office of the Municipal Clerk, 400 Witherspoon Street, Princeton, NJ, 08540, by the 15th day of every month for the five-year term of the agreement.
6. The parties shall cooperate in publicizing the availability of Zipcar's car-sharing services through news and internet announcements, joint marketing, and other efforts.
7. The term of this agreement shall be five (5) years, commencing on July 1st, 2013. Either party may terminate the Agreement upon thirty (30) days prior written notice. Upon termination, Zipcar shall remove its vehicles at its sole cost and expense.
8. The location of the parking spaces described in paragraph 1 above shall not be changed without the mutual agreement of the parties.
9. Princeton will enforce its parking ordinances so as to reasonably assure Zipcar that its vehicles will have the use of the designated parking spaces. Zipcar shall comply with all ordinances governing parking within Princeton. The parties may confer from time to time as necessary to maximize the orderly parking of Zipcar's car-sharing vehicles.
10. Zipcar agrees to use the parking spaces at its own risk consistent with the rights and obligations of others parking in the municipal facilities. Princeton shall not be responsible for loss or damage to vehicles or other property of Zipcar, its members, agents, or employees. During the term hereof, and such extension thereof, Zipcar shall maintain, at its sole cost and expense a policy of automobile and general liability insurance of at least one million dollars (\$1,000,000) pursuant to which Princeton shall be named as additional insured. A certificate of such valid insurance shall be provided to Princeton at all times. Further, during the term and any extended term hereof, Zipcar shall indemnify Princeton, its officials, officers, and employees against any and all claims brought by any third party persons or entity arising out of Zipcar's use of the parking spaces, including claims for personal injury or property damage.
11. Notices shall be in writing and may be delivered by telefax, or regular US Postal Service delivery to be effective.
12. The parties warrant that, when executed by the undersigned, this Agreement constitutes a valid and authorized act of each upon which the other party may rely.
13. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused multiple copies of this Agreement to be executed by their appropriate officers on the day first above written.

ATTEST:

MUNICIPALITY OF PRINCETON, N.J.

Linda McDermott
Municipal Clerk

Liz Lempert
Mayor

ATTEST:

ZIPCAR, INC.



PRINCETON AFFORDABLE HOUSING



Monument Hall
1 Monument Drive
Princeton, NJ 08542
609-688-2029
www.princetonnj.gov
cpeacock@princetonnj.gov

MEMORANDUM

To: Princeton Council

From: Anna Christy Peacock, MHL

Date: June 24, 2013

Re: Appointment of Rehabco, Inc. as Princeton's Home Rehabilitation Loan Program administrative services

The Princeton Housing Board, at its meeting on June 11, 2013, reviewed the former Borough of Princeton rehab contract with Rehabco, Inc. The Board is recommending to Council that Princeton retain Rehabco, Inc., in order to administer the Rehabilitation Home Loan Program for low- and moderate-income households for the year 2013.

This Program provides satisfaction of a municipal COAH obligation.

Cc: Shirley Bishop, PP, LLC
Edwin Schmierer, Esq.
Mr. Ervin Oross, Jr, Rehabco, Inc.

PRINCETON
COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, the operation of the Princeton Affordable Housing Program requires the appointment of a Housing Rehabilitation Administrative Service to supply planning and affordable housing consulting services in connection with the implementation of its Affordable Housing Program, including, but not limited to, providing advice to the Princeton Housing Board, Princeton Planning Board, and Princeton Council, participating in the implementation of Princeton's Mt. Laurel compliance program, and to renovate deficient housing units that are occupied by low-and moderate-income households.

WHEREAS, the services to be performed are professional services, which are exempt from the public bidding requirements of the local public contracts law pursuant to N.J.S.A. 40A:11-5(1)(a); and

WHEREAS, The Princeton Housing Board has recommended Rehabco, Inc, as the Housing Rehabilitation Administrative Services for Princeton for the calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Professional Services Agreement with Rehabco, Inc, 470 Mantoloking Road, Brick, NJ 08723, retaining Rehabco as Professional Housing Rehabilitation Administrative Services for the calendar year 2013. The sums authorized by this resolution shall not exceed fifteen hundred dollars (\$1,500.00) per unit of rehabilitation. The agreement authorized by this resolution is on file within the office of the Princeton Clerk and may be inspected during regular office hours.

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13-197

2. This contract is being awarded without competitive bidding as a “Professional Services” contract in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a) of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its meeting held on the _____ day of _____ 2013.

Linda S. McDermott, Clerk
Princeton

**PRINCETON
PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the operation of the Princeton Affordable Housing Program requires the appointment of a Housing Rehabilitation Administrative Service to supply planning and affordable housing consulting services in connection with the implementation of its Affordable Housing Program, including, but not limited to, providing advice to the Princeton Housing Board, Princeton Planning Board, and Princeton Council, participating in the implementation of Princeton's Mt. Laurel compliance program, and to renovate deficient housing units that are occupied by low-and moderate-income households.

WHEREAS, the services to be performed are professional services, which are exempt from the public bidding requirements of the local public contracts law pursuant to N.J.S.A. 40A:11-5(1)(a); and

WHEREAS, The Princeton Housing Board has recommended Rehabco, Inc, as the Housing Rehabilitation Administrative Services for Princeton for the calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Professional Services Agreement with Rehabco, Inc, 470 Mantoloking Road, Brick, NJ 08723, retaining Rehabco as Professional Housing Rehabilitation Administrative Services for the calendar year 2013. The sums authorized by this resolution shall not exceed fifteen hundred dollars (\$1,500.00) per unit of rehabilitation per attached proposal. The agreement authorized by this resolution is on file within the office of the Princeton Clerk and may be inspected during regular office hours.

2. This contract is being awarded without competitive bidding as a “Professional Services” contract in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a) of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its meeting held on the _____ day of _____ 2013.

Linda S. McDermott, Clerk
Princeton