



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
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ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

To: Robert Bruschi, Administrator

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

Date: January 8, 2014

Re: **Transportation Services of Crosstown
One (1) Year Contract Extension; NTE \$50,232.50**

Greater Mercer TMA, Inc. has provided transportation services for Crosstown during the calendar year of 2013. These services have been provided in a most satisfactory manner and it is recommended that the Greater Mercer TMA, Inc. continue providing these services during 2014.

In this regard, the current agreement for transportation services that expired December 31, 2013 indicates that Princeton and the Contractor have the option of extending the agreement for an additional year. Greater Mercer TMA, Inc. has stated its willingness to accept the option for an additional year at the same terms and prices as for 2013.

It is therefore recommended that the current contract with the Greater Mercer TMA Inc. be extended for a 12-month period of time to December 31, 2014 in the not to exceed amount of \$50,232.50 and the current contract rate of \$14.15 per ride for an estimated 3,550 total annual rides.

A Resolution and Agreement providing for this extension are attached. Please contact me with any questions.

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

RVK/cc

c: Kathy Monzo, Deputy Admin. Director of Finance
Linda McDermott, Municipal Clerk
Don Mayer-Brown, Project Engineer
Delores A. Williams, Assistant to the Municipal Clerk
Sandra Webb, CFO

**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
EXTENDING CONTRACT FOR
TRANSPORTATION SERVICES FOR CROSSTOWN**

WHEREAS, the Municipality of Princeton has determined the need to continue transportation services for Crosstown in the Municipality of Princeton; and

WHEREAS, the former Borough of Princeton had solicited bid proposals for this service which were publicly opened on Tuesday, November 29, 2011, and two bids were opened and read; and

WHEREAS, the bids were reviewed by the former Borough Engineer and found to be in order. The former Borough Engineer recommended that a contract be awarded to the Greater Mercer TMA, Inc., 15 Roszel Road, Suite 101, Princeton NJ, 08540 as the lowest responsible bidder with a unit price of \$14.15 per ride; and

WHEREAS, on December 13, 2011, pursuant to Resolution 2001-R302, the Mayor and Council of the former Borough of Princeton awarded the contract to Greater Mercer TMA, Inc. from January 1, 2012 through December 31, 2012, for a unit price contract not to exceed \$50,232.50, based upon the bid unit price of \$14.15 per ride and an estimated number of rides of 3,550; and

WHEREAS, pursuant to Section II(A) of the contract documents, the Municipality and the Contractor have the option of extending the agreement for two separate one-year extensions; and,

WHEREAS, the Municipality of Princeton previously executed a one-year extension for the period of January 1, 2013 through December 31, 2013; and

WHEREAS, the Municipality of Princeton would like to execute a second contract extension pursuant to Section II(A) of the contract documents with Greater Mercer TMA, Inc. for the continued provision of transportation services for Crosstown.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Municipality extend its current contract with Greater Mercer TMA Inc., 15 Roszel Road, Suite 101, Princeton NJ, 08540, from January 1, 2014 through December 31, 2014, for a unit price contract not to exceed \$50,232.50, based upon the current contracted unit price of \$14.15 per ride and an estimated number of rides of 3,550.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute said contract extension on behalf of the Municipality.

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 January 13, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this ___ day of January, 2014.

Linda S. McDermott
Municipal Clerk

AGREEMENT

This agreement is dated as of the _____ day of _____ in the year _____, between the Municipality of Princeton, 400 Witherspoon Street, Princeton, New Jersey 08540 herein ("Owner"), and

_____ (name of Contractor)

_____ (address of Contractor)

Hereinafter called "Contractor".

Owner and Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1. WORK

- 1.1 The Contractor shall complete all work required as specified or indicated in the contract documents. The work is generally described as:

PROVISION OF TRANSPORTATION SERVICES FOR CROSSTOWN

- 1.2 In particular, Section II(A) of the bid documents provide for the option of the Municipality and the Contractor to extend the agreement for an additional separate one-year extension beyond the current contract period ending December 31, 2013. The Municipality of Princeton and Greater Mercer TMA hereby agree for continued provision of these transportation services. Therefore, the Mayor and Council of Princeton resolve that the Municipality extend its current contract with Greater Mercer TMA Inc., 15 Roszel Road, Suite 101, Princeton NJ, 08540, from January 1, 2014 through December 31, 2014, for a unit price contract not to exceed \$50,232.50, based upon the bid unit price of \$14.15 per ride and an estimated number of rides of 3,550.

ARTICLE 2. ENGINEER

- 2.1 The contract documents have been prepared by **Robert V. Kiser, P.E., Municipal Engineer**, who is hereinafter called the Engineer, and who is to assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The work will be completed within the date when the contract time commences to run as provided in the general conditions, and completed in accordance with the general conditions within the contract period.

ARTICLE 4. CONTRACT PRICE

- 4.1 This contract price shall be the total estimated cost of the bid. The Owner shall pay the Contractor for completion of the work included in this contract, for the quantities of work

installed, at the normal hourly rates and overtime hourly rates stipulated in the Resolution of Award hereto attached.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 The Contractor shall submit applications for payment in accordance with the general conditions. Applications for payment will be processed by the Owner's Engineer.
- 5.2 Based upon applications for payment submitted to the Owner's Engineer and his recommendation for payment, and the review and recommendation of the Engineer, the Owner will make progress payments on account of the contract price to the Contractor.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, site, locality, and all local conditions and any laws and regulations that may in any manner affect cost, progress, performance or furnishing of the work.
- 6.2 Contractor has visited the site, as evidenced by his execution of the statement included in his bid, and has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the work.
- 6.3 Contractor has reviewed and checked all information and data shown or indicated on the contract documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the contract price, within the contract time and in accordance with the other terms and conditions of the contract.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7. CONTRACT DOCUMENTS

- 7.1 The contract documents are defined in the general conditions. The contract documents form the contract, and all are part of the contract as if attached to the agreement or repeated herein. Contractor covenants that he has read all the documents and will follow them.

ARTICLE 8. ACCOUNTING RECORDS

- 8.1 Contractor shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement.

ARTICLE 9. MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies

that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

9.2 Owner and Contractor each binds itself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

In witness whereof, the parties to these presents have executed this agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

This agreement will be effective from _____, 2014 through December 31, 2014.

OWNER:
**MAYOR AND COUNCIL
OF THE MUNICIPALITY OF
PRINCETON**

CONTRACTOR:

BY _____

BY _____
(CORPORATE SEAL)

ATTEST _____

ATTEST _____

ADDRESS FOR GIVING NOTICE:

ADDRESS FOR GIVING NOTICE:

**400 WITHERSPOON STREET
PRINCETON, NEW JERSEY 08540**

(attach evidence of authority
attach resolution or other documents
authorizing execution of agreement)

(if Contractor is a Corporation, attach
evidence of authority to sign)

CERTIFICATION OF MUNICIPALITY OF PRINCETON ATTORNEY

I have examined the contract documents and bonds and find them to be executed in proper form. I hereby certify that in my opinion the Owner has the authority and powers to execute the foregoing contract.

Attorney for Municipality of Princeton
