



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.
Municipal Engineer

**To: Mayor & Council
Robert W. Bruschi, Administrator**

From: Robert V. Kiser, P.E., Municipal Engineer *RVK*

**Subject: Recommendation to Award a Professional Services Agreement- Shuttle
Service Administration Services NTE \$4,050.00**

Date: April 15, 2013

It is recommended that a Professional Services Agreement (PSA) be awarded to the Greater Mercer TMA, Inc. for Shuttle Service Administration services for the nine-month period from April 1 through December 31, 2013 at a cost of \$450.00 per month. These services are related to the Daytime route of the Princeton freeB shuttle, which have been in progress since March 2012, and were extended through March 2013. By having Greater Mercer TMA serve in this capacity, the various tasks for overseeing the operations of the Daytime freeB have primarily been centralized under one organization. This became most helpful when the Municipal Task Force on freeB Transit (Task Force) began its work this year, solidifying the prior activities of the Community Transit Group which oversaw the Daytime Route as an ad-hoc committee.

During this past year, Greater Mercer TMA's experience as the region's designated transportation management association for almost thirty (30) years was most helpful in enabling the freeB shuttle to exceed the goals for ridership and reliable service to the community. Their serving as a resource to the Task Force this year should enhance the planning and marketing efforts for this service.

The types of duties that Greater Mercer TMA would perform include the following: participating on the freeB task force; coordination with service providers; handling customer service; providing detailed ridership and capacity analysis reports; performance monitoring; routing and scheduling; transit coordination; passenger surveys; online interactive maps; establishing policies and procedures for passengers and operator; and various marketing efforts.

It should be noted that the proposed monthly fee of \$450 per month is less than the TMA's normal fee because the Municipality is remitting a membership fee to the TMA. Further, the TMA's participation with the Task Force may involve expending a significant number of hours in graphic design and printing, as well as marketing of the freeB, but the TMA will provide some of this work as an in-kind donation to the freeB service.

Bruschi re: Greater Mercer TMA Agreement page 2

April 15, 2013

A Resolution, an Agreement, and the consultant's proposal are attached. Please contact me with any questions.

Enclosures

Cc: Linda S. McDermott, Clerk
Sandra Webb, CFO

p:\projects\contracts\freeB\daytime_service\GMTMA_award_memo-0413.doc

**RESOLUTION
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING AN AWARD FOR PROFESSIONAL SERVICES
TRANSIT SHUTTLE ADMINISTRATION SERVICES**

WHEREAS, the Municipality desires to enter into a professional services agreement in connection with certain activities 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 Greater Mercer TMA Inc. (hereinafter referred to as "Provider") to provide administration services for the Municipality Task Force on freeB Transit from April 1, 2013 through December 31, 2013, 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 transportation administrative agency on behalf of the Municipality of Princeton Task Force on freeB Transit to provide shuttle service administration of the freeB Daytime Route. Specifically, the Provider shall perform the following types of duties: contracting with service providers, handling customer service, providing detailed ridership and capacity analysis reports, performance monitoring, routing and scheduling, transit coordination, passenger surveys, online interactive maps, establishing policies and procedures for passengers and operator, and "directed work". This latter term is defined as projects, campaigns, and other work in which the TMA would incur additional costs and exceeds the scope of services or resources. If such work is identified as needed by the Princeton Municipal Task Force on freeB Transit, the proposed costs would be approved first by the Task Force before commencing work.

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

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 April 22, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 23rd day of April, 2013.

Linda S. McDermott
Municipal Clerk

2013
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 22nd day of April 2013 by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "MUNICIPALITY") and Greater Mercer TMA Inc., 15 Roszel Road, Suite 101, Princeton NJ, 08540 (hereinafter referred to as "THE PROVIDER").

WHEREAS, the Municipality wishes to enter into an agreement with the Provider to furnish administration services for the Daytime Route of the Princeton freeB Shuttle System, which is overseen by the Municipality of Princeton Task Force on freeB Transit ("Task Force"), for the remainder of calendar year 2013; and

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

1. STATEMENT OF WORK:

Provider shall serve as a transportation administrative agency on behalf of the Municipality of Princeton Task Force on freeB Transit to provide shuttle service administration of the freeB Daytime Route. Specifically, the Provider shall perform the following types of duties: contracting with service providers, handling customer service, providing detailed ridership and capacity analysis reports, performance monitoring, routing and scheduling, transit coordination, passenger surveys, online interactive maps, establishing policies and procedures for passengers and operator, and "directed work". This latter term is defined as projects, campaigns, and other work in which the TMA would incur additional costs and exceeds the scope of services or resources. If such work

is identified as needed by the Princeton Task Force on freeB Transit, the proposed costs would be approved first by the Task Force before commencing work.

Under this Agreement, the Provider shall at times act as an independent professional Provider and not as an employee of the municipality, 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 April 23, 2013 through December 31, 2013.

2. PAYMENT:

a. The Borough shall pay the Provider the following compensation with the attached rate schedule from the Provider. As noted above, and in the Provider's proposal, if the Task Force identifies "directed work", this work shall not commence until authorized by the Task Force.

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 where the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 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 & 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 the 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 s of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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

The Provider, 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. 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 Provider 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 Provider, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Provider, 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 Provider, 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 Provider 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 supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

The Provider 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 Provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-relating testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The Provider 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 decision of the State of New Jersey and applicable Federal law and applicable Federal court decisions;

The Provider 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.

9. Provider agrees to file with the Municipality of Princeton Chief Financial Officer his New Jersey Business Certificate as required by P.L. 2004, c. 57 of the Laws of New Jersey.

WITNESS:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Elizabeth Lempert, Mayor

PROVIDER

By: _____
Cheryl Kastrenakes, Executive Director
Greater Mercer TMA Inc.