

<b>RFP2019-57 PROVIDE PROFESSIONAL PLANNING SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT FOR THE CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT</b>		
<b>NUMBER OF RESPONDENTS:</b>	<b>2</b>	
<b>NAME OF BIDDER</b>	<b>CME ASSOCIATES</b>	<b>TAYLOR DESIGN GROUP, INC.</b>
<b>ADDRESS</b>	1460 ROUTE 9 SOUTH	131 HARTFORD ROAD
<b>CITY, STATE, ZIP</b>	HOWELL, NJ 07731	MT. LAUREL, NJ 08054
<b>CONTACT NAME</b>	<b>GREGORY R. VALESI, PE, PP, CME, CFM, CPWM</b>	<b>SCOTT D. TAYLOR, AICP, PP, LLA, LEED AP</b>
<b>TELEPHONE</b>	732-462-7400	856-810-3443
<b>FAX</b>	732-409-0756	N/A
<b>E-MAIL</b>	<a href="mailto:GVALESI@CMEUSA1.COM">GVALESI@CMEUSA1.COM</a>	<a href="mailto:STAYLOR@TDPLANNING.COM">STAYLOR@TDPLANNING.COM</a>
<b>STATEMENT OF OWNERSHIP DISCLOSURE</b>	INCLUDED	INCLUDED
<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY EXHIBIT A</b>	INCLUDED	INCLUDED
<b>REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE</b>	INCLUDED	INCLUDED
<b>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA</b>	N/A	N/A
<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	INCLUDED	INCLUDED
<b>NON-COLLUSION AFFADAVIT</b>	INCLUDED	INCLUDED
<b>ETHICS COMPLAINT DISCLOSURE</b>	INCLUDED	INCLUDED
<b>AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE</b>	INCLUDED	INCLUDED
<b>CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	INCLUDED	INCLUDED
<b>DISCLOSURE OF INVESTED ACTIVITIES IN IRAN</b>	INCLUDED	INCLUDED
<b>DEBARMENT NOTICE REQUIRED</b>	INCLUDED	INCLUDED
<b>EIC</b>	CERT.#1818 EXP. 02/15/2020	CERT.#31590 EXP. 12/15/2022
<b>CERTIFICATE OF INSURANCE</b>	<b>REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD</b>	<b>REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD</b>
<b>CITY OF TRENTON RESIDENT EMPLOYMENT POLICY</b>	INCLUDED	INCLUDED
<b>60-DAY EXTENSION COMPLIANCE</b>	YES	YES
<b>WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES</b>	YES	YES
<b>W-9</b>	INCLUDED	INCLUDED
<b>REFERENCES</b>	INCLUDED	INCLUDED
<b>TOTAL AMOUNT FOR ONE (1) YEAR</b>	<b>\$170.00 PER HOUR(SEE BREAKDOWN OF LUMP SUM FEE BY TASK)</b>	<b>SEE BREAKDOWN OF LUMP SUM FEE BY TASK</b>
<b>FATAL DEFECT</b>	<b>NONE</b>	<b>NONE</b>

FFP2019-57



**MUNICIPAL ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2021**

Senior Project Manager.....	\$170.00 Per Hour
Project Manager.....	\$169.00 Per Hour
Project Leader.....	\$168.00 Per Hour
Professional Engineer .....	\$166.00 Per Hour
Senior Project Engineer.....	\$159.00 Per Hour
Project Engineer.....	\$157.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$152.00 Per Hour
Senior Engineering Technician.....	\$133.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$126.00 Per Hour
Professional Land Surveyor .....	\$166.00 Per Hour
Land Surveyor .....	\$145.00 Per Hour
Robotic Total Station .....	\$ 70.00 Per Hour
Party Chief.....	\$126.00 Per Hour
Survey Technician.....	\$115.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$139.00 Per Hour
Senior Construction Engineer.....	\$133.00 Per Hour
Construction Engineer.....	\$128.00 Per Hour
Chief Construction Technician.....	\$126.00 Per Hour
Senior Construction Technician.....	\$120.00 Per Hour
Construction Technician .....	\$115.00 Per Hour
Technical Assistant.....	\$ 89.00 Per Hour
Senior CAD Technician .....	\$133.00 Per Hour
Licensed Landscape Architect.....	\$166.00 Per Hour
Senior Landscape Designer .....	\$151.00 Per Hour
Certified Tree Expert .....	\$133.00 Per Hour
Landscape Designer.....	\$120.00 Per Hour
Director of Planning .....	\$171.00 Per Hour
Professional Planner .....	\$169.00 Per Hour
Project Planner .....	\$161.00 Per Hour
Planning Technician .....	\$151.00 Per Hour
Principal.....	\$173.00 Per Hour
Partner.....	\$179.00 Per Hour
Managing Partner/Administrative Partner.....	\$198.00 Per Hour

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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



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**BID PROPOSAL FORM**  
**RESPONDENT MUST COMPLETE**

We the undersigned propose to furnish and deliver the above services pursuant to the scope of services and requirements and made part hereof:

**TOTAL AMOUNT FOR THE SERVICES FOR TWELVE MONTHS \$ See Below.**

**(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of New Jersey having its principal office at 131 Hartford Road, Mt. Laurel, NJ 08054

COMPANY Taylor Design Group, Inc.

ADDRESS 131 Hartford Road, Mt. Laurel, NJ 08054

ADDRESS \_\_\_\_\_

FED. ID # \_\_\_\_\_

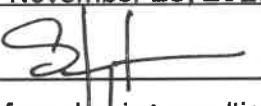
NAME Scott D. Taylor, AICP, PP, LLA, LEED AP

TELEPHONE 856.810.3443

FAX N/A

EMAIL staylor@tdgplanning.com

DATE November 25, 2019

SIGNATURE 

We propose to perform planning consulting services on a time and materials basis, based upon the actual hours worked at the hourly rates below. The amount of time required for each project will be dependent on the size and complexity of the development application.

For development projects funded by Developer Escrow accounts, our billing and fees will comply with the applicable requirements of the State Escrow Law. TDG does not charge a flat fee for Board meeting attendance. Written proposals can be prepared on a project basis, as requested by the City.

**2020 HOURLY RATE SCHEDULE**

Mapping Technician/Graphic Artist ..... \$70.00

Zoning Technician ..... \$73.00

Junior Planner/ Landscape Architect (Degreed-Unlicensed) ..... \$96.00

Planner/Landscape Architect (Licensed) ..... \$132.00

Senior Planner/Landscape Architect ..... \$140.00

Projects Director - (Steven Lennon, LLA, PP) ..... \$148.00

Principal- (Michelle M. Taylor, AICP, PP; Scott D. Taylor, LLA, AICP, PP, LEED AP) ..... \$162.00

Oversize Plan Plotting (When requested by Applicant) 11"x17"- \$2.00/B&W; \$3.00/Color

Oversize Plan Plotting (When requested by Applicant) 24"x36"- \$6.00/B&W; \$10.00/Color

Oversize Plan Plotting (When requested by Applicant) 30"x42"- \$8.00/B&W; \$14.00/Color