



Township of Montclair • 205 Claremont Avenue Montclair, New Jersey 07042 • Telephone: 973-744-1400 • www.montclairjusa.org

**CONTRACT APPROVAL CHECKLIST**

Date: May 16, 2022

Requesting Department: Purchasing

Requestor: Administrator QPA

Vendor: DS Meyer Enterprises, Inc.

New Vendor: YES  NO

Project Description: 2020 Essex County CDBG Program Glenridge Ave. Bike Lane & Road Improvements

Contract Amount: \$ 104,101.52

'Not to Exceed' Clause: YES  NO

Local Public Contract Law Category	Attachment(s) Required
<input checked="" type="checkbox"/> Public Bid Date Bids Opened: <u>03/11/2022</u>	1. Bid Summary Sheet 2. Proposed contract signed by bidder
<input type="checkbox"/> Competitive Contracting Purpose: <u>N.J.S.A. 40A:11-4.1 (___) ← [insert letter]</u> Resolution No. Authorizing Use of Competitive Contracting for this Purpose: R - _____ Date Proposals Opened: _____	1. Resolution Authorizing Use of Competitive Contracting 2. Approval from the Division of Local Government Services, if using <u>N.J.S.A. 40A:11-4.1(k) The operation, management or administration of other services</u> 3. Score Sheet 4. Proposed contract signed by other party
<input type="checkbox"/> Professional Services	1. Contracts over \$17,500 - Business Entity Disclosure Certification Political Contribution Disclosure Form (New Jersey "Pay-to-Play" Law) 2. Proposed contract signed by other party
<input type="checkbox"/> Extraordinary Unspecifiable Services	1. Contracts over bid threshold - Certification to Governing Body pursuant to <u>N.J.A.C. 5:34-2.3(b)</u> 2. Proposed contract signed by other party
<input type="checkbox"/> Other	1. Proposed contract signed by other party

Under Bid Threshold (\$44,000)? YES  NO

Resolution Awarding Contract Required? YES  NO

Over Quote Threshold (\$6,600)? YES  NO

Resolution Attached? YES  NO

If yes, number of quotes: \_\_\_\_\_

Resolution No.: R- 22-068

Memo Prepared? YES  NO

Resolution Date: 04/05/2022

Technology Involved? YES  NO

If yes, have Chief Information Officer sign and date here signifying approval: \_\_\_\_\_

	APPROVED	INITIAL	DATE	Comments
Department Head	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	SW	5/19/22	
Qualified Purchasing Agent	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	JM	5/19/2022	
Chief Financial Officer	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	MR	5/19/22	
Township Attorney	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	PB	5/20/22	
Township Manager	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	[Signature]	5/23/22	N/A

## CONTRACT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **DS MEYER ENTERPRISES LLC** hereinafter referred as “the Contractor”, and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as “the Township.”

### W I T N E S S E T H

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.
- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.
- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor’s proposal duly executed by him and hereto attached.
- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.
- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.
- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.

ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language – Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below

The term of this contract shall be awarded for the period of sixty (60) days from the date of contract execution. Liquidated damages may be assessed to the contractor or failure to complete the work in time. For each and every weekday beyond the length of contract stipulated above that the work is not substantially complete; the contractor may be assessed a penalty of up to one thousand (\$1,000.00) per day.

**Contract is awarded based on pricing in the attached proposal, for a total of \$104,101.52**

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

KARL  
Karly Savas

CONTRACTOR  
[Signature]  
Name: Douglas Meyer  
Title: President

Ana Bermudez Nieves  
Angeles Bermudez Nieves, Township Clerk  
Angelese

TOWNSHIP OF MONTCLAIR  
By: [Signature]  
Timothy F. Stafford, Esq.  
Acting Township Manager 5/23/22

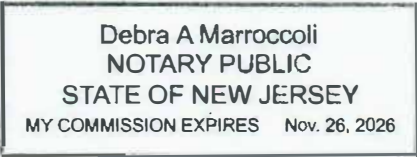
**ACKNOWLEDGMENTS**

**Acknowledgement if Contractor is a Partnership.**

STATE OF New Jersey )  
 ) ss:  
COUNTY OF Bergen )

On this 4 day of May, 2022 before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

Debra A Marroccoli  
NOTARY PUBLIC



**Acknowledgement if Contractor is a Corporation.**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of \_\_\_\_\_ (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by \_\_\_\_\_ (President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

\_\_\_\_\_  
Deponent (Secretary of Company)

Sworn and subscribed before me  
on the day and year aforesaid

\_\_\_\_\_  
NOTARY PUBLIC (Other than Secretary of Company or President)

## EXHIBIT B

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

#### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the

requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Name of Company: DS Meyer Enterprises LLC

Signature: 

Print name: Douglas Meyer

Date: May 4<sup>th</sup> 2022



**Township of Montclair**

Herewith are submitted unit costs and total costs as determined from the Engineer's estimate of quantities of work to be performed. It is understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

The Township reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combinations as shall best serve the interest of the Township. In the event of a tie between two or more low responsible bidders, the Township reserves the right to make an award to any of the tie bidders.

**BID NUMBER: 22-02  
SCHEDULE OF PRICES**

**GLENRIDGE AVENUE BIKE LANE AND ROADWAY IMPROVEMENTS**

**BASE BID:**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
1.	1	LS	Mobilization / Demobilization <u>Five Thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
2.	1	LS	Site Clearing / Demolition <u>Five Thousand</u> Dollars <u>zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
3.	1	LS	Maintenance and Protection of Traffic <u>Five Hundred</u> Dollars <u>zero</u> Cents	\$ <u>500.00</u>	\$ <u>500.00</u>
4.	2	Unit	Inlet Filter, Type 2, 2' x 4' <u>zero</u> Dollars <u>one</u> Cents	\$ <u>.01</u>	\$ <u>.02</u>
5.	45	SY	Concrete Sidewalk, 7" Thick <u>one Hundred Twenty Five</u> Dollars <u>zero</u> Cents	\$ <u>125.00</u>	\$ <u>5,625.00</u>
6.	4	SY	Detectable Warning Surface <u>Three Hundred Fifty</u> Dollars <u>zero</u> Cents	\$ <u>350.00</u>	\$ <u>1,400.00</u>
7.	32	LF	Belgian Block Curb <u>Seventy Five</u> Dollars <u>zero</u> Cents	\$ <u>75.00</u>	\$ <u>2,400.00</u>

**GLENRIDGE AVENUE BIKE LANE AND ROADWAY IMPROVEMENTS  
BASE BID:**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
8.	20	LF	9" x 18" Concrete Curb <u>Seventy Five</u> Dollars <u>Zero</u> Cents	\$ <u>75.00</u>	\$ <u>1,500.00</u>
9.	1,850	SY	HMA Milling, 3" or Less <u>Seven</u> Dollars <u>Twenty Five</u> Cents	\$ <u>7.25</u>	\$ <u>13,412.50</u>
10.	32	CY	Roadway Excavation, Unclassified (If and Where Directed) <u>Ten</u> Dollars <u>Zero</u> Cents	\$ <u>10.00</u>	\$ <u>320.00</u>
11.	190	SY	Dense Graded Aggregate, 6" Thick (If and Where Directed) <u>Ten</u> Dollars <u>Zero</u> Cents	\$ <u>10.00</u>	\$ <u>1,900.00</u>
12.	30	TONS	Hot Mix Asphalt Base Course, Mix 19M64 (If and Where Directed) <u>Fifteen</u> Dollars <u>Zero</u> Cents	\$ <u>15.00</u>	\$ <u>450.00</u>
13.	210	TONS	Hot Mix Asphalt Surface Course, Mix 9.5M64 <u>One Hundred Thirty</u> Dollars <u>Zero</u> Cents	\$ <u>130.00</u>	\$ <u>27,300.00</u>
14.	2,700	SF	Polymer Cement Surface System <u>Eight</u> Dollars <u>Twenty Five</u> Cents	\$ <u>8.25</u>	\$ <u>22,275.00</u>
15.	1,355	LF	Pavement Striping, Thermoplastic, 4" Thick <u>Two</u> Dollars <u>Fifty Five</u> Cents	\$ <u>2.55</u>	\$ <u>3,455.25</u>
16.	105	LF	Pavement Striping, Thermoplastic, 6" Thick <u>Three</u> Dollars <u>Twenty Five</u> Cents	\$ <u>3.25</u>	\$ <u>341.25</u>
17.	60	LF	Pavement Striping, Thermoplastic, 24" Thick <u>Five</u> Dollars <u>Fifty</u> Cents	\$ <u>5.50</u>	\$ <u>330.00</u>
18.	185	SF	Pavement Symbols, Thermoplastic <u>Twenty</u> Dollars <u>Fifty</u> Cents	\$ <u>20.50</u>	\$ <u>3,792.50</u>
19.	13	UNIT	Reset Existing Inlet / Manhole Castings <u>Two Hundred</u> Dollars <u>Zero</u> Cents	\$ <u>200.00</u>	\$ <u>2,600.00</u>

**GLENRIDGE AVENUE BIKE LANE AND ROADWAY IMPROVEMENTS**

**BASE BID:**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION & UNIT PRICES (IN WORDS)	UNIT PRICE (IN FIGURES)	COMPUTED AMOUNT
20.	50	SF	Signage <u>Ten</u> Dollars <u>zero</u> Cents	\$ <u>10.00</u>	\$ <u>500.00</u>
21.	1	UNIT	Project Specific Signage <u>Five Hundred</u> Dollars <u>zero</u> Cents	\$ <u>500.00</u>	\$ <u>500.00</u>
22.	1	Allow	Contract Allowance for Unforeseen Conditions <u>Five Thousand</u> Dollars <u>Zero</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
23.	1	LS	Final Cleanup / Site Restoration <u>Five Hundred</u> Dollars <u>zero</u> Cents	\$ <u>500.00</u>	\$ <u>500.00</u>

\$ 104,101.52


TOTAL AMOUNT BASE BID: ITEMS 1-23 (IN FIGURES)

one Hundred four Thousand one Hundred

TOTAL AMOUNT BASE BID: ITEMS 1-23 (IN WORDS)

one Dollar and fifty Two Cents.

BID PROPOSAL  
SIGNATURE PAGE

  
Signature

3/9/2022  
Date

Douglas Meyer  
Print Name

President  
Title/Position

DS Meyer Enterprises LLC  
Bidder/Company

2 North St. Ste 2A Waldwick NJ 07463  
Company Address

2014441301  
Telephone #

2014441302  
Fax #

KARLY@DSMEYERPAVING.COM  
Email Address

DEBBIE@DSMEYERPAVING.COM  
PO Email Address

**Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.**