

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of October, 2019, between, **THE TRENTON PARKING AUTHORITY**, a body corporate and politic of the State of New Jersey with offices located at 16 East Hanover Street, Trenton, NJ (hereinafter, "Client") and **MERCADIEN, PC**, with an address of P.O. Box 7648, Princeton, NJ ("Mercadien"),

**WITNESSETH:**

**WHEREAS**, the Trenton Parking Authority ("TPA") requires the services of an Auditor; and

**WHEREAS**, **MERCADIEN** is capable of and willing to perform such services; and

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

1. **SCOPE OF SERVICES** **MERCADIEN** agrees to provide all of the necessary and proper engineering services as required by **TPA** to perform the duties and obligations of auditor and as may be assigned by **TPA** (collectively, the "Auditor Services"), and shall do, perform and carry out the Auditor Services in a satisfactory and proper manner. **WARREN A. BROUDY** may perform the Auditor Services personally or may delegate performance to any other licensed auditors at the firm, and all such Auditor Services shall be performed under his/her supervision. The duration of this professional services agreement shall be from October 1, 2019 through September 30, 2020.

2. **COMPENSATION.**

A. **Hourly Rate(s)**. All Auditor Services shall be billed to TPA at the rates(s) as outlined in its July 2019 proposal or based on a proposal for a specific scope of work as requested by the TPA.

B. **Reimbursement Costs**. Mercadien shall be reimbursed in accordance with the July 2019 proposal:

1) **TRAVEL TIME**: Travel time during which legal work is being undertaken on behalf of the client will be billed at the hourly rate for ~~attorneys~~<sup>auditors</sup>, above. Other travel time will be billed at \$100.00 per hour. *WAB 10/22/19*

2) **MILEAGE, TOLLS AND PARKING**: Mileage will be reimbursed at \$0.53 per mile and the cost of tolls and parking shall be reimbursed at cost.

3) **REIMBURSABLE EXPENSES**

Photocopies	\$ .30 per page;
Faxes	\$ .25 per page
Printing	\$ .10 per page;
Color Copies	\$ .65 per page
CD Copy	\$5.00;
DVD Copy	\$10.00

3. **BILLING**. The compensation referred to in Paragraph 2, above, shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to TPA setting forth the Auditor Services rendered during the period. Mercadien makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, TPA shall review all bills promptly upon receipt and bring any billing issues to the attention of Mercadien for prompt review so that any errors may be addressed.

4. **PROFESSIONAL LIABILITY INSURANCE**. Mercadien shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000 and submit proof of coverage to TPA.

**5. CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.**

For all periods relevant to this Agreement, Mercadien has and shall continue to comply with [P.L. 2004, c. 19; P.L. 2005, c. 51; P.L. 2005, c.271] and [local ordinance, if applicable]. Mercadien acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, §3) if Mercadien receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Mercadien to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**6. AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

**7. APPROVING RESOLUTION INCORPORATED.**

This Agreement is subject to the approval, by resolution of the TRENTON PARKING AUTHORITY and is hereby incorporated herein by reference, as if set forth at length.

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

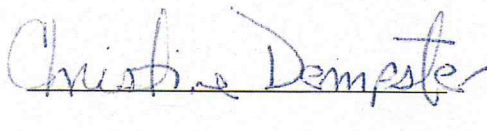
ATTEST:

**TRENTON PARKING AUTHORITY**

\_\_\_\_\_ 

WITNESS:

**MERCADIEN, PC**

 W.A. Roof 10/22/19

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS  
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. 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, affectional or sexual orientation or sex.

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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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 or sex, 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.

In conforming with the applicable 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302


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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Certification 18798

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2019** to **15-APR-2022**

MERCADIEN P.C., CPA'S  
3625 QUAKERBRIDGE ROAD  
HAMILTON NJ 08619 1207



ELIZABETH MAHER MUDIO  
State Treasurer



MERCGRO-02

CGOLAZESKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Borden Perlman 250 Phillips Blvd Suite 280 Ewing, NJ 08618	<b>CONTACT NAME:</b> Donna Wyckoff
	<b>PHONE (A/C, No, Ext):</b> (609) 512-2920 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> dwyckoff@bordenperlman.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Ohio Casualty Insurance Company <b>NAIC #</b> 24074
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
  
The Mercaden Group, LLC  
3625 Quakerbridge Road  
Hamilton, NJ 08619

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZO58338776	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZO58338776	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO59333480	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Trenton Parking Authority is included as an additional insured on the above referenced General Liability policy if required by written contract.

<b>CERTIFICATE HOLDER</b>  Trenton Parking Authority 16 East Hanover Street Trenton, NJ 08608	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Client#: 1288016

MERCAGRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Ins Svcs LLC - Prof Acct, 1007 N. Orange Street, Suite 1115, Wilmington, DE 19801. CONTACT NAME: Mary Halter, PHONE: 302-397-0174, FAX: 302-658-8879, E-MAIL: Mary.Halter@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company (NAIC # 22292), INSURER B: Continental Insurance Co. of NJ (NAIC # 42625), INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, Prof Liab, and Internet/Cyb.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Certificate is issued for insured operations usual to Accountants Professional and Cyber Liability

CERTIFICATE HOLDER: Trenton Parking Authority, 16 East Hanover Street, Trenton, NJ 08608. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Lawrence J. Z...

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER: Sypek & Sandford Agency, Inc, 250 Phillips Boulevard, Suite 270, Ewing, NJ 08618. CONTACT NAME: Commercial Lines Department, PHONE: 609-896-7000, FAX: 609-896-0691, E-MAIL ADDRESS: Kpers@sypekandsandford.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity, NAIC #: 19070. INSURED: The Mercadien Group LLC, 3625 Quakerbridge Road, Hamilton, NJ 08619.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: TRENTON, Trenton Parking Authority, 16 East Hanover Street, Trenton, NJ 08608. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]