

RESOLUTION OF THE PLANNING BOARD OF THE  
CITY OF TRENTON, COUNTY OF  
MERCER, STATE OF NEW JERSEY

**WHEREAS**, there is the need for the Planning Board of the City of Trenton to retain Professional Traffic Engineers to provide traffic engineering services to the Planning Board, which services are not required to be publicly bid pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS**, the Planning Board did authorize the issuance of Requests for Proposals made in reference to and in accordance with the Fair and Open Process as provided under N.J.S.A. 19:44A-20.4 for such services; and,

**WHEREAS**, the Board did receive and review the proposals of the responding firms offering to serve as the Planning Board's Traffic Engineers; and,

**WHEREAS**, the Planning Board determined that one firm should be hired as the Primary Traffic Engineer and that a second firm should be hired as the Conflict Traffic Engineer; and,

**WHEREAS**, the Board determined pursuant to the above process that the award of the contract as the Primary Traffic Engineer should be made to Bright View Engineering and that the contract for the position of Conflict Traffic Engineer should be made to CME Associates because such firms provide the most advantageous arrangement for services to the Planning Board; and,

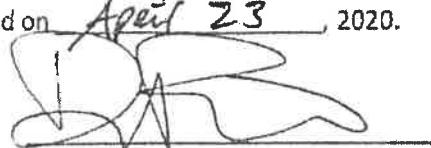
**WHEREAS**, the awards made herein are otherwise made in accordance with applicable law governing the appointment of Planning Board professionals;

**NOW THEREFORE, BE IT RESOLVED**, by the Planning Board of the City of Trenton that Bright View Engineering is hereby appointed to the position of Primary Traffic Engineer for the Planning Board of the City of Trenton from January 1, 2020 to December 31, 2021; and,

**NOW THEREFORE, BE IT FURTHER RESOLVED**, by the Planning Board of the City of Trenton that CME Associates is hereby appointed to the position of Conflict Traffic Engineer for the Planning Board of the City of Trenton from January 1, 2020 to December 31, 2021..

**NOW THEREFORE, BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute a contract with said firms on behalf of the Planning Board accordingly.

I, Dan Fatton, Chairman of the Planning Board of the City of Trenton, in the County of Mercer, State of New Jersey, do hereby CERTIFY that the foregoing is a true copy of a resolution adopted by the Planning Board at its regular meeting held on April 23, 2020.



Dan Fatton, Chairman

**PROFESSIONAL SERVICES CONTRACT**

RFP2019-59  
RESOLUTION 20-214

THIS CONTRACT, made this 7<sup>th</sup> day of MAY 2020 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **BRIGHTVIEW ENGINEERING, 5 PITCAIRN DRIVE, ROSELAND, NEW JERSEY 07068** (CONTRACTOR").

WHEREAS, the City has a need for PROFESSIONAL TRAFFIC ENGINEERING SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PROFESSIONAL TRAFFIC ENGINEERING SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL TRAFFIC ENGINEERING SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT for the City agrees to retain **BRIGHTVIEW ENGINEERING, 5 PITCAIRN DRIVE, ROSELAND, NEW JERSEY 07068** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

**1. SCOPE OF SERVICES**

SEE ATTACHED SCOPE OF SERVICES

**DURATION OF THE CONTRACT:**

This is a retaining contract and the consultant is utilized as needed per development application until the Planning Board decides to seek a new consultant.

2. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
3. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
4. **INTEGRATION:** Resolution #20-214 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Housing and Economic Development.
5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

**7. MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. 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, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;
- b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, 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 American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule 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, amended and supplemented from time to time.
- e. Contractor, where applicable, 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, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, 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. Contractor 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).

h. Contractor shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

  
BRIGHTVIEW ENGINEERING  
5 PTCARM DRIVE  
ROSELAND, NEW JERSEY 07068

08/07/20  
DATE

Seal:

  
Kitam Tamimi  
Commission # 50097389  
Notary Public, State of New Jersey  
My Commission Expires  
January 22, 2024

Attest:

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

ATTEST:

  
MUNICIPAL CLERK

12-23-2020  
DATE

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

12-21-2020  
DATE