

# RESOLUTION

No.

24 - 258

Date of Adoption

JUN 20 2024

Factual content certified by

WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Approved as to Form and Legality

WESLEY BRIDGES, ESC., CITY ATTORNEY

Councilman/woman

presents the following Resolution:

SPONSORED BY:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20 ET SEQ., TO BRIGHT VIEW ENGINEERING FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND LIBERTY STREET FOR THE CITY OF TRENTON, DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$39,100.00, FOR A PERIOD ONE (1) YEAR FROM THE DATE OF AWARD - RFP2024-02**

**WHEREAS**, the City has a need for the Reconstruction of Prospect Street (between Pennington Avenue and Stuyvesant Avenue), Memorial Drive (entire block) and Liberty Street (between South Broad Street and Lalor Street) for a period of one (1) year from the date of award; for the City of Trenton, Department of Public Works; and

**WHEREAS**, a request for proposal was advertised, and four (4) sealed proposals were received on January 17, 2024 at 11:00AM, by the Purchasing Agent and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Bright View Engineering located at 70 South Orange Avenue, Livingston, New Jersey 07039 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

**WHEREAS**, funds in an amount not to exceed \$39,100.00 have been certified to be available in the following capital account number: C-04-23-55-046C-001 (\$39,100.00) for a period of one (1) year from date of award.

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Bright View Engineering located at 70 South Orange Avenue, Livingston, New Jersey 07039 for Engineering Services for the Reconstruction of Prospect Street, Memorial Drive and Liberty Street; in an amount not to exceed \$39,100.00 for a period of one (1) year from the date of award for the City of Trenton, Department of Public Works; and

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A Notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

MOTION: <i>Frisby</i>					SECOND: <i>Gonzalez</i>				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓			
FIGUEROA					HARRISON	✓			
KETTENBURG	✓				WILLIAMS	✓			
FRISBY	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

**JUN 20 2024**

*Carl H. Glician*  
President of Council

*[Signature]*  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2024-02**

**RESOLUTION 24-258**

**AWARDED TO BRIGHT VIEW ENGINEERING FOR ENGINEERING SERVICES FOR THE  
RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND LIBERTY STREET FOR THE CITY OF  
TRENTON, DEPARTMENT OF PUBLIC WORKS**

**THIS CONTRACT** made this **21<sup>ST</sup> day** of **JUNE 2024** 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 **BRIGHT VIEW ENGINEERING 70 SOUTH ORANGE AVENUE LIVINGSTON, NJ 07039** (CONTRACTOR").

**WHEREAS**, the City has a need for **ENGINEERING SERVICES FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND LIBERTY STREET** for the City of Trenton, Department of Public Works.

**WHEREAS**, Contractor agrees for **ENGINEERING SERVICES FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND LIBERTY STREET** for the City of Trenton, Department of Public Works 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:

**FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND LIBERTY STREET** for the City agrees to retain **BRIGHT VIEW ENGINEERING 70 SOUTH ORANGE AVENUE LIVINGSTON, NJ 07039** "the request of and under the general supervision of the City of Trenton, Department of Public Works.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from **DATE OF AWARD**, in an amount not to exceed **\$39,100.00**.

- 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 #24-258** 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 nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering this Contract with the City of Trenton, Department of Administration, Division of Information Technology.
- 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.

#### **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

Bme  
**BRIGHT VIEW ENGINEERING**  
**70 SOUTH ORANGE AVENUE**  
**LIVINGSTON, NJ 07039**

07/22/2024  
**DATE**

**Seal:**

**Attest:**

**Courtney Hofmann**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**ID # 50151983**  
**MY COMMISSION EXPIRES 2/17/2026**

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

**ATTEST:**

[Signature]  
**BRANDON L. GARCIA**  
**MUNICIPAL CLERK**

**CITY OF TRENTON**

[Signature]  
**W. REED GUSCIORA, ESQ.**  
**MAYOR**

**DATE**

**DATE**

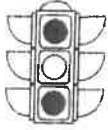
**CONTRACT AWARD**

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

  
\_\_\_\_\_  
**AUTHORIZED SIGNATURE**



**Bright View Engineering**  
*Moving you forward*

December 22<sup>nd</sup>, 2023

**COST PROPOSAL**

***ENGINEERING SERVICES FOR THE RECONSTRUCTION OF PROSPECT STREET, MEMORIAL DRIVE AND  
LIBERTY STREET IN TRENTON, NEW JERSEY***

<b>PHASE</b>	<b>COST</b>
Research – Above/below ground public utilities, plans, tax maps, etc.:	\$ 400
Initial Inspection – needed for field surveying.:	\$ 1,320
Field Surveying:	\$ 3,240
Preparation of Plans and Specifications:	\$ 22,500
Additional services which consist of Printing, meeting, and correspondence:	\$ 2,400
Periodic observation during construction (full-time during milling and paving phase)	\$ 7,800
Payment submissions to NJDOT for reimbursement:	\$ 1,400
<b><i>TOTAL</i></b>	<b>\$ 39,100</b>

Jaf/ms

Enclosures

<https://bvengr.sharepoint.com/sites/bvengr/proj/242473-TRC-ProspectMemorialLiberty/1-Proposals/Parts/Cost-Proposal.docx>

70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039

C: (732) 236-7557 T: (973) 228-0999 F: (201) 753-3904  
BrightViewEngineering.com

P.O. Box 99  
Roseland, NJ 07068



**Bright View Engineering**  
*Moving you forward*

December 22<sup>nd</sup>, 2023

**Engineering Services for the Reconstruction of Prospect Street, Memorial Drive and Liberty Street in Trenton, New Jersey**

**PROJECT UNDERSTANDING**

The proposed project consists of the design and construction oversight of the City of Trenton's planned reconstruction of portions of Prospect Street, Memorial Drive and Liberty Street which includes milling and paving of the roadway surface as well as required curb and ADA sidewalk ramp replacements. The three roadways, combined, consist of approximately 0.82 linear miles of roadway.

**SCOPE OF WORK**

**Task 1 – Research – Above/Below Ground Public Utilities, Plans Tax Maps, etc**

BVE will request available historical plans and related documents such as recent land development applications from the City for use on the project. Once base plans are prepared, BVE will send copies of the base maps and project limits to the various utility companies in the project areas to request red line mark ups of their facilities.

**Task 2 – Initial Inspection – Needed for Field Surveying**

Since the majority of the project is milling and paving existing roadways without any planned changes to roadway width or drainage patterns, BVE proposes to perform a field inspection of the project areas to identify what areas need detailed ground survey. We anticipate areas of detailed survey will be limited to complex ADA ramp areas where ramps may be technically infeasible and detailed grading plans are required.

**Task 3 – Field Surveying**

For the areas identified in task 3 above, BVE will perform detailed survey to establish existing location and elevation of roadway and sidewalk features. For the remainder of the project corridors, base plans will be prepared using readily available digital aerials (Nearmap) to trace required existing features. Existing signs and other pertinent above ground features will be located based on field visits and added to the base plans as appropriate. Existing Right of Way will be established based on exiting tax map information and added to the base plans as appropriate.

**Task 4 – Preparation of Plans and Specifications**

**60% Plans**

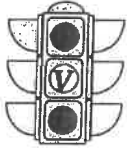
BVE will prepare design plans for the project limits to include the following plan sheets as appropriate:

70 South Orange Avenue, Suite 109  
Livingston, New Jersey 07039

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1. Cover Sheet / Key Sheet
2. Estimate of Quantities
3. Construction Plan
4. Grading and Sidewalk Design Plan
5. Signing and Striping Plan\*
6. Pedestrian and Vehicular Traffic Control (Standard Details anticipated)
7. Soil Erosion & Sediment Control Plans (if required)
8. Details

\* In areas where signing and striping is limited, these items may be shown on the construction plans in lieu of generating a separate signing and striping plan.

BVE does not anticipate utility relocations will be necessary and will make every effort during the design to avoid utility relocations. If utility relocation plans are required, they will be considered extra work.

Plans will be completed to the 60% level and provided to the City for review and comment. 60% will include plan sheets 1,3,4,5 & 6 as identified above including item call outs without quantities. The remaining plan sheets and quantities will be added to the plan set as part of the final design submission detailed below.

#### 95% Plans

Upon receipt of comments on the 60% plans, BVE will progress the design plans to 95% completion, which will include all plan sheets identified above including quantities as well as draft specifications, engineers estimate and drafts of the required design certifications. The engineers estimate will be based on NJDOT standard unit prices and recent bid prices for other similar project completed by BVE or provided by the City.

The 95% plans will be submitted to the City and NJDOT Local Aid for review as appropriate.

#### Final Plans, Specifications & Estimate and Certifications

Upon receipt of comments from both the City and NJDOT Local Aid on the 95% plans, BVE will finalize all plan sheets and issue final 100% complete design documents for the project. This will include signed and sealed design plans, project specifications, and required certifications.

#### **Task 5 – Additional Services which consist of Printing, Meetings and Correspondence**

This task includes attendance at one meeting with City of Trenton staff during the project to discuss the scope of the project and obtain any existing project information. We anticipate additional meetings, if needed will occur virtually. We anticipate providing one signed and sealed original paper copy of the plans, specifications, estimate, certifications, and related documentation to the City upon completion of 100% plans as well as digital copies of all project materials in PDF and their native format.



### **Task 6 – Periodic Observation During Construction**

BVE will provide Construction Administration and on-site inspection services for the duration of the project. We will be on-site for the final acceptance of the project and will observe and monitor the work of the Contractor so that it conforms to the provisions of the contracts plans and specifications. Efforts to be completed during construction will include the following:

#### ***Task 6A - Preconstruction***

1. BVE will assist in scheduling, conducting, and attending a pre-construction conference with the Contractor and NJDOT.
2. BVE will assist in the coordination of utility, police, and other stake holders. We will keep the appropriate stakeholders aware of this coordination.

#### ***Task 6B – Shop Drawing Review***

1. BVE will coordinate shop drawing review with our design group and the City.
2. We anticipate that the shop drawings will be transmitted electronically, and all intended parties will receive processed shop drawings within 10 calendar days of submittal from the contractor.
3. We will coordinate the submission of electrical shop drawings with the contractor.

#### ***Task 6C - Construction Inspection***

It is our intent to provide part time on-site inspection throughout the project, consistent with the requirements of the RFP. The Resident Engineer or his delegate should be on site and inspect the site every day from the commencement of construction to completion of construction. Please note that our inspection shall be providing management and oversight.

1. Experienced inspectors assisted by Office Engineers shall be assigned to this project that are familiar with NJDOT standards. We are assuming a maximum of 21 calendar days (three weeks) for construction.
2. BVE will assume responsibility for *part-time inspection* when contractors are present and working or when traffic control may warrant the need for inspection in accordance with a standard four (4) or eight (8) hour day. We will oversee the faithful performance of the construction and determine if the work has been or is being installed in accordance with contract documents and good construction practices. Consistent with the RFP, BVE will provide full time inspection during milling and paving operations.



3. BVE will perform detailed on-site inspection of items of work and will inspect, and approve or reject, construction materials to be accepted by certification or tested by other agencies.
4. Charges by the testing laboratory, if required, have not been allotted for in this proposal and shall be paid for by your Contractor. It is assumed that the contractor will provide and schedule all necessary testing.
5. We will inform the appropriate stakeholders of changes in plans and specifications.

***Task 6D - Construction Inspection Overtime***

1. Under this task, any time worked by the Resident Engineer or inspector beyond an eight (8) hour day will be billed at our hourly rate plus 50%.

***Task 6E - Construction Administration***

1. The Office Engineers and Inspectors are experienced and knowledgeable of this type of work and will work closely with NJDOT.
2. We will attend regular meetings with the contractor and subcontractors and review meeting minutes provided by the contractor and subcontractors.
3. As required by NJDOT, Bright View Engineering LLC will maintain field inspection reports, forms, photographs, etc. We will prepare daily reports summarizing each day's operation. Records will be kept and provided to your office.
4. We will review all requests for change of plan or extra work.
5. Should any work not meet NJDOT requirements we will recommend in writing the rejection of work, which in the consultant's opinion, does not conform to the contract plans and specifications and include the reason for each such rejection.

***Task 6F - Engineering Design Support***

1. Engineering Design Support is specifically excluded from this proposal. Should field changes require a redesign of the plans during construction, a supplemental proposal for the required design work will be provided to the City for review and approval prior to start of work.

***Task 6G - NJDOT Closeout***

1. As required by NJDOT, we will compile and submit records, reports, and pertinent data including photographs of various phases of construction and other data, which may be required for proper completion and records of the contract.



2. BVE will participate in the final inspection of the completed work. This office has anticipated one (1) final site visit with the City and/or NJDOT. Should further site visits be required, this office may request additional compensation.
3. This office will monitor and track final acceptance of the project through NJDOT.

#### **Task 7 - Payment Submissions to NJDOT for Reimbursement**

BVE will provide assistance to the City in preparing payment submissions during construction to the NJDOT for reimbursement on the project. Based on the magnitude of the project, we anticipate 2-3 payment requests will be required for the project.

#### **SCHEDULE**

BVE will start work on the project immediately upon notice to proceed. We anticipate preparation of base files will take two (2) weeks from notice to proceed to complete, weather permitting. 60% plans will be provided with three (3) weeks of completion of base plans. 95% plans will be completed within two (2) weeks of receipt of comments on the 60% plans and 100% final plans will be completed within one (1) week of receipt of comments on the 95% plan set.

Please note that field inspections are weather dependent and cannot be completed when snow is present in the project area(s). The schedule presented above assumes project sites are accessible at the time of notice to proceed.

#### **ASSUMPTIONS & EXCLUSIONS**

Construction inspection is based on a three week construction schedule with an average of 20 hours per week of inspection. Additional inspection beyond the specified 60 hours will be considered extra work.

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Meetings beyond those identified above;
- As-Built Plans;
- All out-of-pocket expenses including, but not limited to, application fees, permit fees laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries will be charged at cost and passed on to you for payment.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Bright View may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.