

RFP2019-59 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 PROPOSAL OPENED 12/10/19 AT 11:00AM

RFP2019-59 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			
NUMBER OF RESPONDENTS:	2		
NAME OF BIDDER	BRIGHTVIEW ENGINEERING	CME ASSOCIATES	
ADDRESS	5 PITCAIRN DRIVE	1460 ROUTE 9 SOUTH	
CITY, STATE, ZIP	ROSELAND, NJ 07068	HOWELL, NJ 07731	
CONTACT NAME	JOHN JAHR	GREGORY R. VALESI, PE, PP, CME, CFM, CPWM	
TELEPHONE	732-236-7557	732-462-7400	
FAX	201-753-3904	732-409-0756	
E-MAIL	<a href="mailto:JJJAHR@BVENGR.COM">JJJAHR@BVENGR.COM</a>	<a href="mailto:GVALESI@CMEUSA1.COM">GVALESI@CMEUSA1.COM</a>	
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED	INCLUDED	
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY EXHIBIT A	INCLUDED	INCLUDED	
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE	INCLUDED	INCLUDED	
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A	
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED	
NON-COLLUSION AFFADAVIT	INCLUDED	INCLUDED	
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	
DEBARMENT NOTICE REQUIRED	INCLUDED	INCLUDED	
EIC	CERT.#58571 EXP.01/18/2025	CERT.#1818 EX.02/15/2020	
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	
60-DAY EXTENSION COMPLIANCE	YES	YES	
WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES	YES	YES	
W-9	INCLUDED	INCLUDED	
REFERENCES	INCLUDED	INCLUDED	
TOTAL AMOUNT FOR ONE (1) YEAR	\$150.00 PER HOUR(SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	\$170.00 PER HOUR(SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	
FATAL DEFECT	NONE	NONE	



## 2020 RATE SCHEDULE **TECHNICAL STAFF RATES**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services <ul style="list-style-type: none"> <li>• Civil</li> <li>• Construction Administration</li> <li>• Municipal Services</li> <li>• Structural</li> <li>• Traffic and Transportation</li> <li>• Planning</li> </ul>	Other Technical Services <ul style="list-style-type: none"> <li>• Environmental</li> <li>• Regulatory Compliance</li> <li>• Grants</li> <li>• Recreation and Landscape Design</li> <li>• Surveying</li> </ul>
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<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Resident Engineer/Technical Director/Principal.....	150.00
Project Manager/Senior Manager .....	145.00
Project Specialist.....	140.00
Technical Professional/Senior Inspector.....	135.00
Senior Technical Specialist.....	120.00
Inspector/Technical Manager.....	115.00
Senior Specialist .....	110.00
Technical Specialist .....	95.00
Technical Assistant .....	85.00
Data / Field Technician.....	60.00
Survey Crew – 2 Man .....	155.00
Survey Crew – 1 Man .....	135.00
Expert.....	150.00

### **REIMBURSABLE EXPENSES**

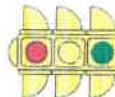
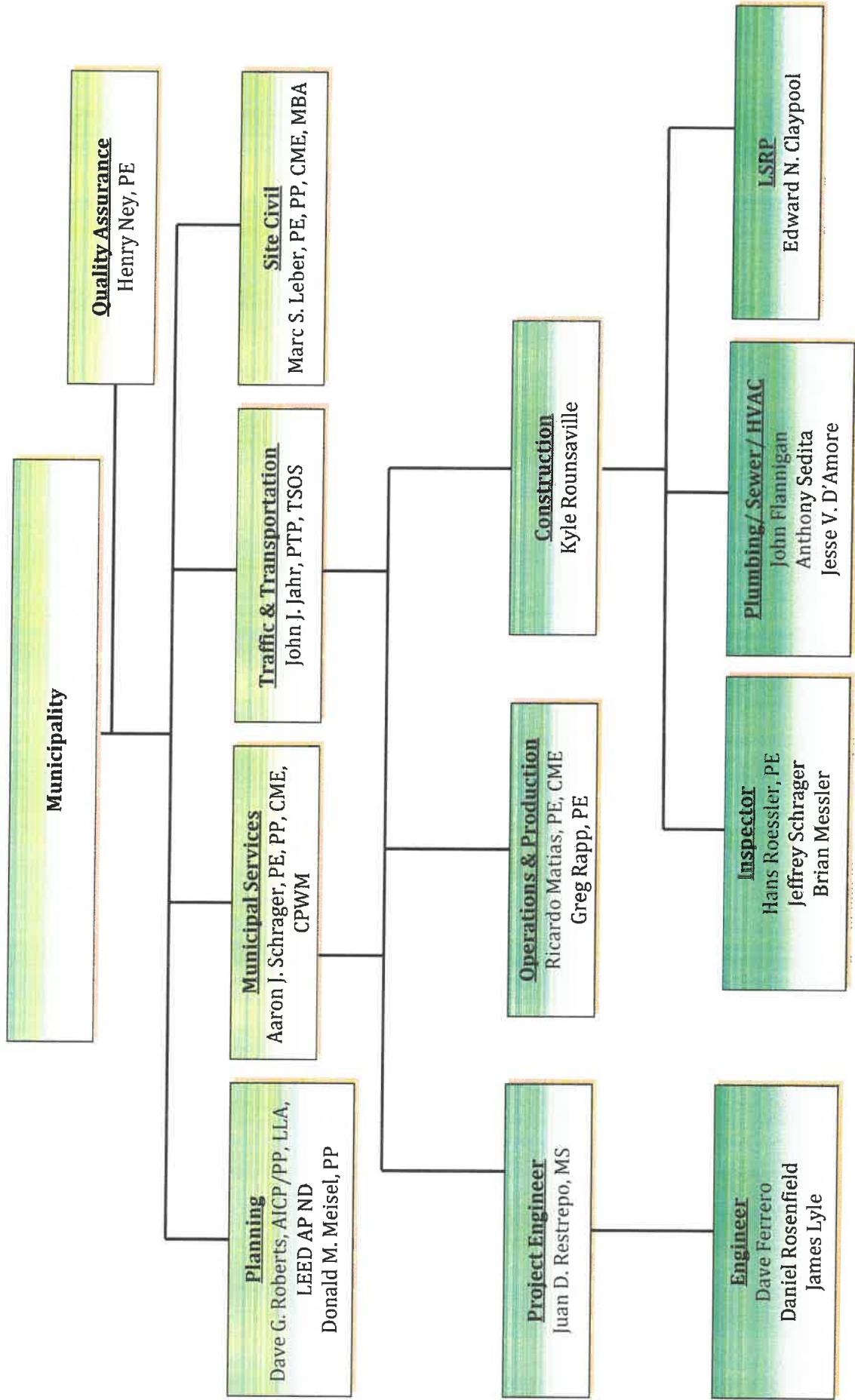
General Expenses.....	Cost + 15%
Travel (Hotel, Airfare, Meals) .....	Cost
Sub-Consultants/Sub-Contractors.....	Cost + 10%
Mileage Reimbursement* .....	0.58 / Per Mile
Plotting .....	2.50 / Each
Computer Mylars / Color Plots .....	50.00 / Each
Photo Copies .....	0.15 / Each
Color Photo Copies .....	0.25 / Each
Document Binding .....	2.00 / Each
Compact Disk CD/DVD .....	25.00 / Each
Exhibit Lamination (24" x 36" or larger).....	Cost + 15%

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2020

# Bright View Engineering, LLC

## Engineering, Planning & Municipal Services



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




**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, photographs 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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