

RESOLUTION

No. _____

25 - 170

MAY 06 2025

Date of Adoption _____

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Councilman/woman _____

Factual content certified by

Paul Harris
PAUL HARRIS INTERIM DIRECTOR OF RECREATION, NATURAL
RESOURCES AND CULTURE

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 WATERMAN, LLC FOR
LANDSCAPE ARCHITECTURAL/PROFESSIONAL ENGINEERING FOR DESIGN
DEVELOPMENT, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION
AT MARINE TERMINAL PARK FOR THE DEPARTMENT OF RECREATION, NATURAL
RESOURCES AND CULTURE IN AN AMOUNT NOT TO EXCEED \$103,800.00 FOR A
PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD - RFP2024-36**

WHEREAS, the City has a need for Landscape Architectural/Professional Engineering for Design Development, Permitting and construction Document Preparation at Marine Terminal Park Located at Lamberton Road, South of Route 29 Tunnel, Trenton, NJ, Block 12402, Lot 1.01 the City of Trenton, Department of Recreation, Natural Resources and Culture for a period of one (1) year from the date of award; and

WHEREAS, a request for proposal was advertised, and two (2) sealed proposals were received on November 14, 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 Waterman, LLC, P.O. Box 309, Allenwood, NJ 08720 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 \$103,800.00 have been certified to be available in the following capital account number: C-04-03-70-094L-000 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 Waterman, LLC, P.O. Box 309, Allenwood, NJ 08720 for Landscape Architectural/Professional Engineering for Design Development, Permitting and construction Document Preparation at Marine Terminal Park Located at Lamberton Road, South of Route 29 Tunnel, Trenton, NJ, Block 12402, Lot 1.01; in an amount not to exceed \$103,800.00 for a period of one (1) year from the date of award for the City of Trenton, Department of Recreation, Natural Resources and Culture; 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>Frissby</i>									SECOND: <i>Edwards</i>					
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ	✓			
FELICIANO	✓				HARRISON									
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

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

MAY 06 2025

M. Brails
President of Council

S. J.
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2024-36

RESOLUTION 25-170

AWARDED TO WATERMAN, LLC, FOR LANDSCAPE ARCHITECTURAL/PROFESSIONAL ENGINEERING FOR DESIGN DEVELOPMENT, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION AT MARINE TERMINAL PARK LOCATED AT LAMBERTON ROAD, SOUTH OF ROUTE 29 TUNNEL, TRENTON, NJ, BLOCK 12402, LOT 1.01

THIS CONTRACT made this 7TH day of MAY 2025 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 **WATERMAN, LLC, P.O. BOX 309, ALLENWOOD, NJ 08720** ("CONTRACTOR").

WHEREAS, the City has a need to provide **LANDSCAPE ARCHITECTURAL/PROFESSIONAL ENGINEERING FOR DESIGN DEVELOPMENT, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION AT MARINE TERMINAL PARK LOCATED AT LAMBERTON ROAD, SOUTH OF ROUTE 29 TUNNEL, TRENTON, NJ, BLOCK 12402, LOT 1.01** for the City of Trenton, Department of Recreation, Natural Resources and Culture.

WHEREAS, Contractor agrees to provide **LANDSCAPE ARCHITECTURAL/PROFESSIONAL ENGINEERING FOR DESIGN DEVELOPMENT, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION AT MARINE TERMINAL PARK LOCATED AT LAMBERTON ROAD, SOUTH OF ROUTE 29 TUNNEL, TRENTON, NJ, BLOCK 12402, LOT 1.01** for the City of Trenton, Department of Recreation, Natural Resources and Culture, 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:

LANDSCAPE ARCHITECTURAL/PROFESSIONAL ENGINEERING FOR DESIGN DEVELOPMENT, PERMITTING AND CONSTRUCTION DOCUMENT PREPARATION AT MARINE TERMINAL PARK LOCATED AT LAMBERTON ROAD, SOUTH OF ROUTE 29 TUNNEL, TRENTON, NJ, BLOCK 12402, LOT 1.01 for the City agrees to retain **WATERMAN, LLC, P.O. BOX 309, ALLENWOOD, NJ 08720** the request of and under the general supervision of the City of Trenton, Department of Recreation, Natural Resources and Culture.

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 **MAY 7, 2025, TO MAY 6, 2026**, in an amount not to exceed **\$103,800.00**.

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 #25-170**
5. 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.

6. **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.

7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

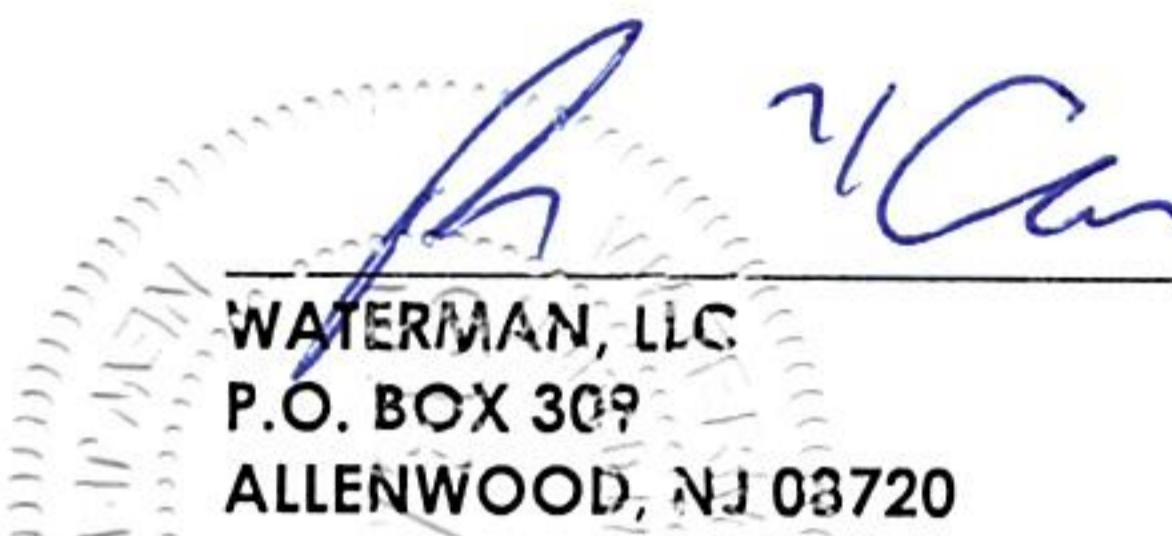
MISCELLANEOUS PROVISIONS:

- 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


B2/Gar

WATERMAN, LLC
P.O. BOX 309
ALLENWOOD, NJ 08720

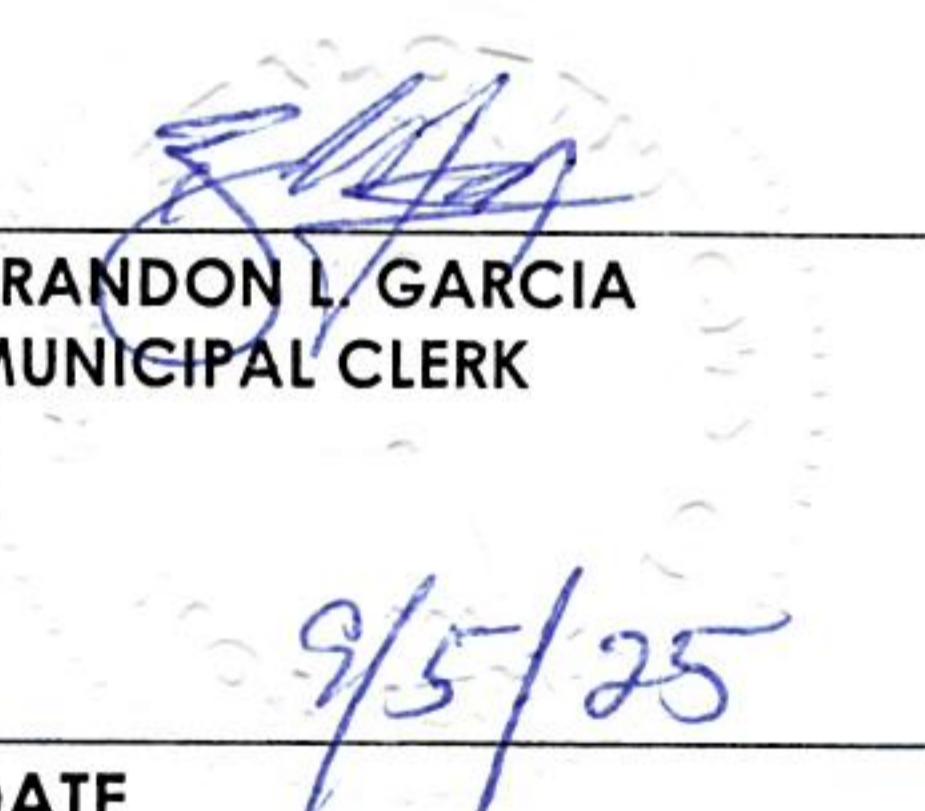
8/20/2025

DATE

Seal: _____
Attest: 

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

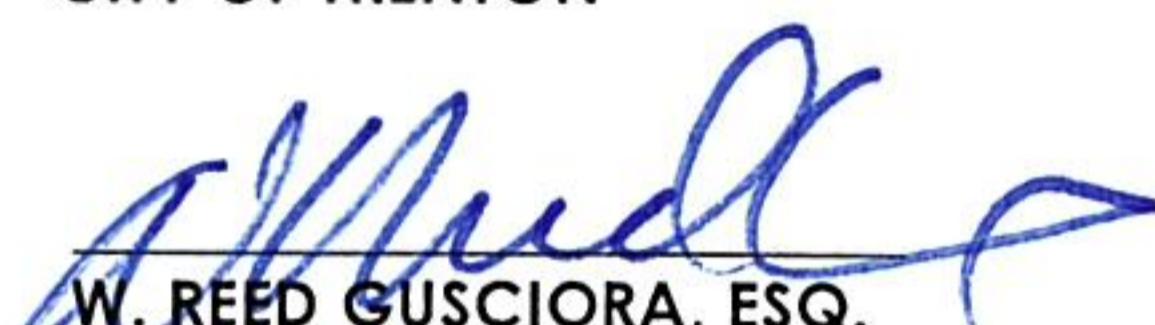
ATTEST:



BRANDON L. GARCIA
MUNICIPAL CLERK

DATE
9/5/25

CITY OF TRENTON



W. REED GUSCIORA, ESQ.
MAYOR

DATE
9/4/25

[PRICE FORM ON FOLLOWING PAGE]
PRICE FORM

**Professional Landscape Architectural and Engineering Services
For
Design Development, Permitting, and Construction Document Preparation
Marine Terminal Park Design
Trenton, New Jersey**

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal. In addition, a labor wage rate schedule must be included with submission.

Description	Unit	Qty.	Unit price (\$)	Total (\$)
Task 1: Kick off meeting	LS	1	2,000	2,000
Task 2: Project Coordination and Meetings	LS	1	6,000	6,000
Task 3: Preliminary Design Drawings and Specifications	LS	1	24,500	24,500
Task 4: Cost Estimate	LS	1	2,000	2,000
Task 5: Permitting	LS	1	32,000	32,000
Task 6: Preparation of Contract Documents	LS	1	10,000	10,000
Subtotal:				76,500
Contingency (20% of Subtotal):				15,300
Total (Subtotal + Contingency):				91,800
Task 7: <u>Alternative: Assistance with Bidding and Construction Oversight</u>	HR	120	100	12,000
Total + Alternative:				103,800

Note: "LS" = Lump Sum; "HR" = Hour

On the lines below, insert the Total Price for the entire Scope of Services including General Requirements and all task items.

One Hundred and Three Thousand Dollars and Zero Cents

Total Amount in words

Project Introduction

The City of Trenton, New Jersey (hereinafter referred to as the "City"), is soliciting proposals through a Request for Proposal (RFP) process from qualified Landscape Architect/ Professional Engineering firms to provide Professional Design and Permitting Services for the rehabilitation of the existing bulkhead located off Marine Terminal Park ("Property"). The development of the property will follow the selected alternative, "Living Shoreline with Existing Wall Conceptual Plan", that was proposed by Matrix New World Engineering Progress in the Site Investigation and Feasibility Analysis they produced, (June 2022), available for download via a link in the "Site Description and History" section of this document.

The Property is the northern most portion of Block 12402, Lot 1.01 ("Project Area"). The Project Area is approximately 2.7 acres and is located between Lamberton Road and the eastern bank of the Delaware River in the City of Trenton bounded by Route 29 to the North and Trenton Marine Center to the South.

The terminal was constructed in 1931-32 for the purpose of shipping goods from the terminal's strategic location near the head of tide of the Delaware River. It is the river's northernmost inland port. The port's operations were assisted by two locomotive gantry cranes. The self-propelled cranes (riveted steel-frame bases extant but no longer operable) were historically propelled by electric motors and rode on trolley-style railroad tracks embedded in the wharf's concrete-slab upper deck. The deck has four lines of rails, the two outer lines for the wheels of the cranes and the two inner lines for railroad that could pass under the cranes. The northern end of the pier has two cast-metal railroad car "bumper stops". The wharf is an "open type" double-deck structure with a foundation of timber piles driven into the marine bottom. The piles extend to the water line and are capped by a timber lower deck. Set atop the lower deck are concrete gravity walls to retain earth fill that supports the upper concrete-slab deck. In the early 1980s, following a decline in shipping, the City of Trenton converted the Trenton marine Terminal into a city park, retaining the cranes and the wharf as historic features. A wood plank pedestrian walkway was set atop the wharf's concrete deck covering over the rails. An Art Moderne-stylized concrete and wire rope railing was placed around the outer edge of the wharf. The "Hog Island" Crane Historic Site was listed on the New Jersey Register of Historic Places (1/31/1980) and the National Register of Historic Places (6/16/1980). At a later date the City of Trenton detached the operators' houses and booms from the bases of the cranes and removed them from the park to outdoor storage near the municipal water treatment plant.

The northernmost section of the wharf collapsed in 2003. Between 2004 and 2006, 150 new steel piles were installed along the remaining southern 1,200 feet of the wharf after an inspection determined that the entire wharf was in danger of collapse. The current collapsed area on the northernmost end of the wharf was originally scheduled to be reconstructed in 2011 but the project was delayed. The City of Trenton enlisted Matrix New World Engineering, Land Surveying and Landscape Architecture, PC to create an Alternative Analysis report that provided an array of potential solutions to rehabilitate the Marine Terminal Park shoreline that

collapsed. From the options proposed in the analysis, the city has ultimately decided to move forward with "Living Shoreline Plan with Existing Wall".

Please note that the park is undergoing other improvements at this time as well, including the recently installed playground, planned improvements to the bike path that traverses the site, and rehabilitation of the restroom facilities. These improvements are outside the scope of this RPF.

Proposals submitted in response to this RFP must address all task items and all requirements set forth in the Consultant Scope of Services and in the order in which they appear.

Purpose

The City of Trenton desires to contract with a firm experienced in design, permitting, and construction in order to design and prepare the necessary documentation for rehabilitation of the collapsed section of the wharf. The Project Area has been subject to extensive planning efforts to determine the best possible alternative to solve the issue at hand. The following has been conducted for the project and is available for download at the link below:

- Matrix New World Alternatives Analysis – June 2022
 - Conceptual Plan on page 14 of this document
- Vargo Site Survey Plan – August 2015
- Photographs of Collapsed Bulkhead

The objective of this solicitation is to build on existing work and develop it through full permitting, design, preparation of construction documents, and through project bidding.

AVAILABLE PROJECT INFORMATION

Reports and other information provided by the City to the Respondents is provided for information purposes only and for convenience to Respondents and is not intended to be part of the Contract Documents. The city expressly disclaims responsibility for accuracy of information that has been prepared by others. The city further disclaims responsibility for interpretation of that information by Respondents.

All Respondents are encouraged to carefully review the available information regarding environmental conditions at the Project Area and obtain additional information if the Respondent desires. The City will not consider requests for additional compensation for extra work due to conditions that reasonably could have been anticipated from information provided.

Site Description and History

The Project Area is comprised of the property listed in Table 1, below, and as indicated in the tax map, downloadable here <https://spaces.hightail.com/receive/DfIGbPRzgO>.

Table 1 – Project Area Description

Block	Lot	Owner	Area (Acres)	Description of Current Site Improvements
12402	1.01	City of Trenton	14.37 acres Marine Terminal Park is a portion of this area (2.7 acres)	The lot is a long narrow strip of land that borders the Delaware River. Marine Terminal Park is located at the northernmost portion of the lot. The park borders the Trenton Marine Center which offers boat ramps which are available to the public. South of the Marine Center is an office building that houses the Mercer County Prosecutor's office, parking areas are offered on both the southeast and northwest sides of the building. Adjacent is a public parking lot that offers access to boat ramps. And at the Southernmost end of the site is an industrial building that currently is being used by Kayline Processing which is a plastic fabrication company.

Marine Terminal Park – For the Marine Terminal bulkhead an Alternative Analysis that includes a Site Condition Assessment and an Environmental and Regulatory Evaluation was conducted in 2021. A Site Survey was conducted by Vargo in August of 2015. Relevant documents can be downloaded here: <https://spaces.hightail.com/receive/Wn4ADsvkD8>. An image of the collapsed bulkhead is downloadable here: <https://spaces.hightail.com/receive/pMindlfVH>

Proposed Redevelopment

Note that throughout the project, consideration should be given to native, low maintenance plants that help improve the natural marine habitat surrounding the park. In addition, the consultant must integrate design considerations such as ice build-up resilience and flood mitigation techniques to ensure the feature's durability and functionality in varying seasonal conditions.

General Requirements

Payment Procedures

Consultant invoices may be submitted for payment not more than once every thirty (30) days.

Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the proposal price form.

The Consultant's invoice shall be prepared on the Consultant's letterhead and shall be accompanied by a progress statement summarizing the progress made in the billing period and the progress completed to date. The Consultant shall be responsible for providing all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review. The Owner's Representative will then either submit the invoice to the Owner for payment or will return the invoice to the Consultant indicating that corrections should be made, or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the Owner's Representative for review and approval.

Professional Licensure

Professional Landscape Architects and Engineers that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey.

The Respondent shall provide with the proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Consultant and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in *Microsoft Word*. Figures and drawings shall be prepared in *AutoCAD* (v. 2018 LT.). Tables and calculations shall be prepared in *Microsoft Excel*.

All drawings, specifications, electronic source files, and all other documents prepared by the Consultant for this project shall be provided to the Owner's Representative upon request and as required by the Scope of Services.

Reliance on Prior Work

The Owner may provide to the Consultant as part of this solicitation or at other times during the project, documentation of prior work completed at the Project Area by others including drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant. The Owner makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the Owner.

Schedule

The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Consultant prior to the commencement of the work. It is expected that the project from kick off to completion of the procurement phase and completion of all construction documents and permitting will be completed within a one-year period.

CONSULTANT SCOPE OF SERVICES

Service Task Items

Task 1. Kick off Meeting

Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off/pre-design meeting prior to the commencement of work with the Owner, Owner's representative, and other parties as required including subcontractors and representatives of relevant City Departments. The kick-off meeting shall be used to review the Consultant Scope of Services, determine project goals and requirements, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner's Representative for review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit.

Task 2. Project Coordination and Meetings

The consultant is required to actively participate in monthly progress calls, attending a minimum of 12 sessions. Input from these meetings shall be taken into account in Task 3.

Task 3. Preliminary Design Drawings and Specifications

The Consultant shall provide design services that consist of preparing engineering drawings, technical specifications, and contracting requirements ("Contract Documents") for the redevelopment of the property.

1. Preliminary Drawings shall take into consideration:
 - a. Site layout
 - b. Conceptual Plan created by Matrix New World
2. Coordination with City of Trenton Permit Requirements
 - a. Identification of necessary permits
 - b. Environmental Permitting (SESC, Flood Hazard, Wetlands, etc)

At each level of completion (design development, and 100% contract documents) the Consultant shall prepare design drawings, project descriptions and reports, technical specifications, quantities estimate, an estimate of probable construction cost and construction schedule ("design phase documents"). The Consultant shall conduct an internal quality control review, assemble the design phase documents, and submit the design packages to Owner for review and comment. The design packages shall include:

- Three (3) full size printed sets of drawings and three (3) printed copies of the project description report, technical specifications, quantities and cost estimates, construction schedules and other design documents.

- Consultants shall at the request of the City provide guidance on phasing of proposed construction sequence based on cost estimates and available funding.
- Electronic files of all drawings in AutoCAD format, print sets of the drawings in PDF format, technical specifications and project reports in Microsoft Word format, cost and quantity estimates in Microsoft Excel format, and project construction schedule in Microsoft Project format. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on USB drives and shall be clearly labeled.

At each level of completion (design development, and 100% construction documents) the Consultant shall prepare for and conduct at least one (1) virtual design meeting with the Owner to discuss the review comments of the submittal. Review comments from the design meetings shall be incorporated into each subsequent design level. These meetings shall be billed as a project meeting under Task 2.

Advancement to each next design phase shall be pending the review of deliverables, and comments by the Owner and written Notice to Proceed.

Task 4. Cost Estimate

The consultant shall prepare a comprehensive cost estimate for the entire scope of the project, detailing all anticipated expenses including but not limited to labor, materials, equipment, subcontractors, permits, and administrative overhead. This estimate shall be meticulously itemized and justified, reflecting current market rates and industry standards. The cost estimate should align with the project timeline and deliverables outlined in this RFP, facilitating informed decision-making and budget allocation throughout the project lifecycle.

Task 5. Permitting

The Consultant shall identify all required permits to complete the construction work and complete, submit and obtain approval for all pertinent permit applications necessary to perform the work included in the construction documents. All plans and specifications prepared by the Consultant for construction, alteration, repair or demolition of the Project Area must be prepared such that it receives required permits for all planned work.

All work undertaken shall be in conformance with all applicable federal, state and local regulations. A code review and list of all required permits, including the associated application fees and anticipated timeframe required for approval, licenses, reviews, and approvals shall be provided by the Consultant.

Consultant shall expect to attend one (1) pre-application meeting with the New Jersey Department of Environmental Protection to confirm required environmental permits and approvals. Permits may include but shall not be limited to: United States Army Corps of Engineers, Freshwater Wetland General Permit, permitting per the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13), approval per the Soil Erosion and Sediment Control Act (N.J.S.A.

4:24-1 et seq.), General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey. Any additional permits that are identified should be noted in the proposal and preparation costs should be included in the price form.

Consultant will be required to present the project to the City of Trenton Planning Board for approval.

Consultant is responsible for preparing all required permit applications, submission to the requisite regulatory agency, and revising plans as needed for securing approvals for all permits. Permit application fees will be paid by the City of Trenton and will not be the responsibility of the consultant.

Task 6. Preparation of Contract Documents

Upon approval by Owner of the preliminary design package and receipt of all applicable permits, the Consultant shall provide the final drawings, technical specifications, bid specifications, and contracting requirements for construction and include all pertinent information required for construction contractors to price and build the project ("Contract Documents"). This includes the construction of all improvements.

The Contract Documents, together with all procurement requirements of the State of New Jersey and the City of Trenton, constitute the complete set of Construction Documents. Procurement requirements will be provided by the Owner for inclusion in the Construction Documents.

The Construction Documents shall be revised as necessary to include any pre-contract revisions and addenda, and to include any requirements stemming from the funding source anticipated to be used to fund the project.

The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). Technical specifications shall be organized using the Construction Specifications Institute (CSI) Manual of Practice and Master Format Master List of Titles and Numbers for the Construction Industry.

The Consultant shall determine using all reasonably attainable non-invasive means, the location of all utilities that may impact work on the site including water, sewer, electric, natural gas, telephone, cable, and all others and specify locations on the construction plans. The construction contractor shall be solely responsible for field locating and protecting all utilities.

The Consultant shall provide 2 sets of 100% Construction Documents to the Owner for submission to the Department of Inspections for review and approval. At the request of the Owner's Representative, the Consultant shall attend one meeting to discuss the Construction Document package at Trenton City Hall. The Consultant shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner/Owner's Representative for

review and comment. The Consultant shall then incorporate all comments provided into a final memo and resubmit the revised Construction Documents.

Following written approval by the Owner of the 100% Construction Documents, the Consultant shall provide cover-to-cover electronic PDF files of the drawings sets and Project Manual to the Owner's Representative via e-mail or FTP download.

Task 7. Alternative- Assistance with Bidding and Construction Oversight

The Consultant shall prepare for and attend one (1) pre-bid conference with bid respondents at the job site.

The Consultant shall provide written responses to questions from bid respondents regarding the Consultant designs and prepare up to one (1) addendum for the bid documents.

The following items are included under this Task Item for each bid package:

- The Consultant shall attend (1) pre-construction meeting to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the Owner's Representative and the construction contractor.
- The Consultant shall attend construction project update meetings with the Owner's Representative and the construction contractor at the project site throughout the course of construction to review progress and work schedules and discuss construction issues.
- The Consultant shall review and provide written comment within ten (10) calendar days on submittals provided by the Owner's Representative and the construction contractor including written requests for information (RFI), work plans, shop drawings, material submittals and as-built drawings.
- The Consultant shall provide on-site project representation during construction from time-to-time to review construction progress, record observations, verify that design and materials specifications are being met, report deviations from design documents, and provide field clarifications.
- At the request of the Owner's Representative, the Consultant shall revise drawings and specifications as necessary to address new conditions that may be identified during construction.
- The Consultant shall assist in Project close-out tasks including review of punch lists prepared by the Owner's Representative and confirming attainment of Substantial Completion.

Participation in the meetings listed as part of this task shall be billed at the hourly rate per the 120 hours allowance.

Printed Deliverables - Three (3) full size printed sets of drawings and three (3) printed copies of reports, quantities and cost estimates, and any other relevant documents, if requested by the

City. Electronic Deliverables - Electronic files of all drawings in *AutoCAD* format, technical specifications and project reports in *Microsoft Word* format, cost and quantity estimates in *Microsoft Excel* format. All drawing files, reports, schedules and cost estimates shall also be provided in professionally formatted cover-to-cover PDF documents. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Alternatively, electronic files may be provided on USB drives and shall be clearly labeled.

The alternative is not part of the Base Bid and award of this task will be determined by the City of Trenton.

Proposal Requirements

Proposals shall include all materials required by this RFP and address the requirements of the RFP in the exact order set forth below. They should be as concise as possible and must not contain any generic promotional, advertising or display material. Failure to comply with any of the items listed in the Proposal Requirements is a basis for rejection of the proposal. All proposals must include the following information:

1. Letter of Transmittal

Include the firm's understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Project Personnel

Proposals must identify by name the lead Consultant, subcontractors and key professional staff that will be assigned to carry out the work, and a listing of their qualifications and areas of expertise, copies of relevant licenses and certifications, and proposed project responsibilities. Resumes for key team members must be included, along with descriptions of similar projects they have each been involved with and their role in those projects. Key project team members may not be replaced except with express written consent of the Owner.

4. Scope of Services

Proposals must address all items set forth in the "Consultant Scope of Services". The proposals must provide a detailed plan demonstrating the respondent's approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable laws and regulations.

Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner.

The methods and procedures, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

Additional information which, in the opinion of the respondent, should be included must be clearly identified.

5. Price Schedule

Proposals must include a company price schedule listing all personnel, equipment and material categories that may be used on the project indicating a description of the item, the units of delivery and cost per unit item. The price schedule must be provided on the respondent firm's letterhead and be signed and dated by a manager authorized to provide such information.

6. References

Proposals must include details of the respondent firm's relevant experience and competence to perform the required work, particularly as it relates to the stated goals of this project. The bidder shall demonstrate successful experience on at least three (3) projects of similar size and scope of work as the project within the past five (5) years.

7. Exceptions to the RFP

Any modifications or revisions to the Scope of Services, required task categories or proposed schedule that could improve or facilitate the completion of the project should also be included in the proposal. Proposals should identify any increase or decrease in the level of effort associated with the modification. Proposals should discuss any potential difficulties, delays, or variances in carrying out the work.

8. Submittals and Certifications

Respondent must provide all submittals and certifications required by the RFP.

The respondent must complete the Price Form. The form must be signed and dated by respondent.

9. Electronic Submittal

Along with the original copy of the submittal and three (3) additional copies with original signatures as required by this RFP, the respondent should include the entire cover-to-cover submittal as a PDF document on a USB drive.

Evaluation, Review and Selection

Rejection of Proposals

The Owner expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the sole judgment of the Owner, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Owner, or terminate the selection process at any time.

The Owner reserves, in its sole discretion, the right to waive minor elements of non-compliance of any firm's submission with regard to the requirements outlined in this RFP.

The Owner reserves the right to proceed or not to proceed with any portion of the project, based solely on the determination of the Owner.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected, and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria to be considered in the evaluation of each proposal follows. All criteria will be used to select the successful respondent.

Proposals must address all task items set forth in the "Consultant Scope of Services" and in the order in which they appear. Additional information which, in the opinion of the respondent, should be included must be clearly identified. The methods and procedures, materials and equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

- **Project Coordination** The Consultant will be responsible for ensuring that environmental work-plans (provided by others) are coordinated and incorporated into drawings and specifications for the project.
- **Understanding of the Requested Work**. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP as well as demonstrated understanding of the specific sites targeted for development. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

- **Knowledge and Technical Competence.** Expertise of the respondent firm shall be demonstrated by past contract successes providing government or other agencies with similar services. This category references the ability of the respondent organization to perform all of the tasks and fulfill adequately the stated requirements. Consultant should demonstrate experience with similar projects. Teams should demonstrate expertise in large scale park design as well as a working familiarity with the DEP permitting process.
- **Management, Experience and Personnel Qualifications.** The respondent will be evaluated on the knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP for each key project team member. Urban Park design will be particularly relevant.
- **Ability to Complete the Services in a Timely Manner.** This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.
- **Price.** Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Owner before such work is initiated. The Owner shall pay for such approved services, at the rate or cost agreed upon between the Owner and Consultant, provided the respondent has provided a schedule of fees for additional services with this RFP.

Proposals from qualified firms shall be scored using the following criteria:

Item No.	Criteria description	Percent
1	Understanding the requested work and demonstrated capacity to coordinate with on-going project work.	25%
2	Knowledge and technical competence of respondent.	20%
3	Management, experience and personnel qualifications.	20%
4	Ability to complete the services in a timely manner.	15%
5	Price.	20%
TOTAL		100%