

RESOLUTION

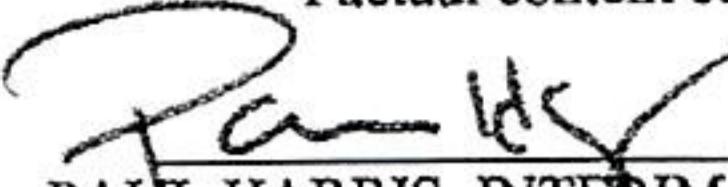
No. 25-283AUG 07 2025

Date of Adoption _____

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., CITY ATTORNEY


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

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 CME ASSOCIATES FOR
 LICENSED SITE REMEDIATION PROFESSIONAL FOR ENVIRONMENTAL SERVICES
 FOR CALHOUN STREET PARK 1501 NORTH WILLOW STREET, TRENTON, NEW
 JERSEY BLOCK 9406, LOT 2 FOR THE DEPARTMENT OF RECREATION, NATURAL
 RESOURCES AND CULTURE IN AN AMOUNT NOT TO EXCEED \$38,260.00 FOR A
 PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD - RFP2025-09**

WHEREAS, the City has a need for Licensed Site Remediation Professional for Environmental Services for Calhoun Street Park 1501 North Willow Street, Trenton, New Jersey Block 9406, Lot 2 for 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 eight (8) sealed proposals were received on April 22, 2025 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 CME Associates, 1 Tower Center Blvd., 20th Floor, East Brunswick, NJ 08816 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 \$38,260.00 have been certified to be available in the following account number: C-04-07-70-102E-002 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 CME Associates, 1 Tower Center Blvd., 20th Floor, East Brunswick, NJ 08816 for Licensed Site Remediation Professional for Environmental Services for Calhoun Street Park 1501 North Willow Street, Trenton, New Jersey Block 9406, Lot 2 in an amount not to exceed \$38,260.00 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:						SECOND:								
	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

AUG 07 2025

Yazmin Gonzales
President of Council

Robert J. Kettensburg
City Clerk

PURCHASING

PROFESSIONAL SERVICES CONTRACT

RFP2025-09

RESOLUTION 25-283

AWARDED TO CME ASSOCIATES, FOR LICENSED SITE REMEDIATION PROFESSIONAL FOR ENVIRONMENTAL SERVICES FOR CALHOUN STREET PARK 1501 NORTH WILLOW STREET, TRENTON, NEW JERSEY BLOCK 9406, LOT 2 FOR THE CITY OF TRENTON, DEPARTMENT OF RECREATION, NATURAL RESOURCES AND CULTUREP

THIS CONTRACT made this **8th day of AUGUST 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 **CME ASSOCIATES, 1 TOWER CENTER BLVD., 20TH FLOOR, EAST BRUNSWICK, NJ 08816** ("CONTRACTOR").

WHEREAS, the City has a need **FOR LICENSED SITE REMEDIATION PROFESSIONAL FOR ENVIRONMENTAL SERVICES FOR CALHOUN STREET PARK 1501 NORTH WILLOW STREET, TRENTON, NEW JERSEY BLOCK 9406, LOT 2** for the City of Trenton, Department of Recreation, Natural Resources and Culture.

WHEREAS, Contractor agrees to provide **LICENSED SITE REMEDIATION PROFESSIONAL FOR ENVIRONMENTAL SERVICES FOR CALHOUN STREET PARK 1501 NORTH WILLOW STREET, TRENTON, NEW JERSEY BLOCK 9406, LOT 2** for the City of Trenton, Department of 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:

FOR LICENSED SITE REMEDIATION PROFESSIONAL FOR ENVIRONMENTAL SERVICES FOR CALHOUN STREET PARK 1501 NORTH WILLOW STREET, TRENTON, NEW JERSEY BLOCK 9406, LOT 2 for the City agrees to retain **CME ASSOCIATES, 1 TOWER CENTER BLVD., 20TH FLOOR, EAST BRUNSWICK, NJ 08816** "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 twelve (12) months from **AUGUST 8, 2025, TO AUGUST 7, 2026**, in an amount not to exceed **\$38,260.00**.

- 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 #25-283** 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.

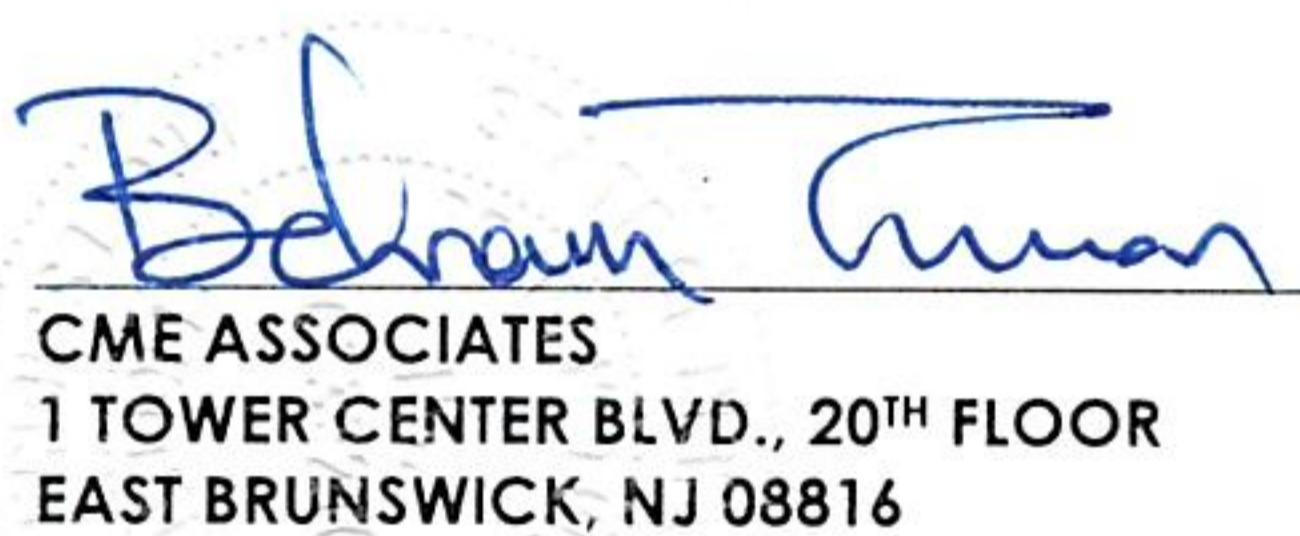
MISCELLANEOUS PROVISIONS:

- 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


CME ASSOCIATES
1 TOWER CENTER BLVD., 20TH FLOOR
EAST BRUNSWICK, NJ 08816

9/3/2025
DATE

Seal: _____

Attest: Neelima Choudary

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

9/11/25

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

9/10/25

CME

PRICE FORM

**Solicitation for Environmental Services
For
Environmental Engineering and Consulting Services for the Completion of a Remedial
Action Report and Response Action Outcome
Calhoun Street Park
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: Teleconferences, Meetings and Site Visits	LS	1	\$9,110.00	\$9,110.00
Task 2: NJDEP Technical Consultation	LS	1	\$7,000.00	\$7,000.00
Task 3: Remedial Action Report (RAR) and Remedial Action Outcome (RAO)	LS	1	\$22,150.00	\$22,150.00
TOTAL Task 1-3 :				\$38,260.00

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.

Thirty-eight thousand two hundred and sixty dollars, zero cents

Total Amount in words

\$ 38,260.00

Total Amount in numbers

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP and made part hereof. The price provided in the Price Form shall include all equipment, materials, supplies, labor, subcontractor's fees, per diem, overhead, insurance, profit, taxes, shipping fees, warranties, submittal preparations, conformance with health and safety protocols, compliance with all regulations and other incidentals required to complete the Work as described in the Scope of Services.

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. If 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 you are willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

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

AUTHORIZED SIGNATURE  Anand Paluri, PE, PTOE - President/CEO

Pre-Proposal Meeting – Not Required

A Pre-Proposal Meeting is not applicable. The Site consists of a sports complex that is open to the public, in addition to a pool that is operable during the summer months. The pool is open to the public from approximately 8:30 AM to 9:30 PM. Proposers will be held responsible for incorporating into their price proposals existing conditions which may be discoverable from publicly viewable conditions.

Questions

Inquiries regarding the project shall be sent in writing by email no later than April 1, 2025, to: igarcia@trentonnj.org.

The City will respond to questions it considers appropriate to the RFP and of interest to all Proposers but reserves the right not to respond to any question. Interpretations of the RFP will be in the form of an Addendum to the RFP. All such addenda shall become part of the Contract, and all Proposers shall be bound by such addenda. The City reserves the right, at its discretion, to revise responses to questions after posting, by posting the modified response.

No oral response to any question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

Revisions, Interpretations or Addenda – APRIL8, 2025

Subsequent to the issuance of this RFP, the City may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Proposers or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City of Trenton.

Terms of the Contract

The contract is subject to approval by Trenton City Council and shall be for a period of one (1) year.

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 Licensed Site Remediation Professionals (LSRPs) firms to provide Environmental Services for a park comprised of a sports complex and pool. The Calhoun Street Park Site is located at 1501 North Willow Street, the site is composed of Block 9406, Lot 2 ("Project Area".) The Project Area is approximately 6.42 acres and is located in the East Trenton neighborhood bounded by North Willow Street to the southeast, by the Ewing Township line to the northeast and northwest, and Calhoun Street Extension to the south. The Project Area has undergone various environmental studies and clean-ups. On-site, there are two large grass sports fields, each equipped with bleachers along the sidelines for spectators. The property includes a community pool which is located just off North Willow Street, and a basketball court and parking lot which are southwest of the property adjacent to George Street. There are two large warehouses positioned adjacent to the site in the northeast. Additionally, it possesses a property bordering the northwestern portion of the site. Notably, a large dirt area surrounds the warehouse and appears to be used as a scrap yard at this time. And to the southeast, a towing company uses two blocks to house their business.

The site has undergone various environmental investigations. Multiple Areas of Concern (AOCs) were identified. Please see the section below for a link to the reports and supporting documentation. Further information about the AOCs is included in the "Site Description and History" Section. 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 a firm experienced in environmental engineering and consulting services in order to complete and prepare the necessary documentation for a Remedial Action Report (RAR) and Response Action Outcome (RAO). The Project Area has been subject to extensive environmental assessments and remediations efforts. The following has been conducted for the project and is available for download at the link below: <https://spaces.hightail.com/receive/ZaR7cbz177>

- Sadat Associates, Inc. Preliminary Assessment Report – August 2003
- Sadat Associates, Inc. Site Investigation Report – June 2006
- Sadat Associates, Inc. Remedial Investigation Report/Remedial Action Workplan – April 2007
- Sadat Associates, Inc. Trenton Calhoun St Kinsey Technical Specification Drawings – November 2010
- Sadat Associates, Inc. Trenton Calhoun St Kinsey Technical Specification – November 2010
- Eagle Construction Services Environmental Pre-Submittal – April 2011

- Underwood Engineering Company Soil and Foundation Engineering Report – November 2014
- Underwood Engineering Company Soil Investigation – December 2014
- Clean Earth Soil Manifests – June 2011
- Topographic Survey – Trenton Engineering, January 2025

The objective of this solicitation is to prepare a RAR in accordance with the Technical Requirements of Site Remediation and prepare the corresponding RAO including all items necessary to submit an acceptable RAO with the State.

AVAILABLE PROJECT INFORMATION

Environmental reports and other information provided by the City to the Proposers are provided for information purposes only and for convenience for Respondents and are 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 in the Project Area and obtain additional information if the Proposers desires. The City will not consider requests for additional compensation for extra work due to conditions that reasonably could have been anticipated from the information provided.

Site Description and History

The Project Area is comprised of the properties listed in Table 1, below, and as indicated in the tax map, downloadable here <https://spaces.hightail.com/receive/IQ9bHUEuRI>.

Table 1 – Project Area Description

Block	Lot	Owner	Area (Acres)	Description of Current Site Improvements
9406	2	City of Trenton	6.42 Acres	The site features two (2) large grass sports fields that occupy the majority of the area, with metal bleachers positioned between them. A metal fence encloses the entire complex. Directly off North Willow Avenue, there is a community pool along with an adjacent pool house. Next to the pool, there is a mulched play area designed for young children. Parking is available along the property's North Willow Avenue frontage.

A Preliminary Assessment Report (PAR) was completed by Sadat Associates, Inc. (Sadat) in August 2003. The PAR and subsequent Site Investigation (SI) identified six Areas of Concern (AOCs) as listed below:

- AOC 1: Former Building Area
- AOC 2: Former Junk Auto Yard
- AOC 3: Former Rail Siding Area
- AOC 4: Characterization of Surficial Soils/Historic Fill Materials
- AOC 5: Geophysical Anomalies
- AOC 6: Possible Hydraulic Fluid Discharge Location

Based on the results of the SI, no further action was proposed for four of the six AOCs (AOC 1, AOC 2, AOC 3, and AOC 5). The presence of historic fill materials in AOC 4 required remedial action. Only AOC 6 was determined to require a remedial investigation.

A Remedial Investigation Report (RIR)/Remedial Action Workplan (RAW) was prepared by Sadat and submitted to the New Jersey Department of Environmental Protection (NJDEP) on April 6, 2007. The RAW recommended remediation of AOC 6 and AOC 4, as summarized below:

- Additional vertical and horizontal delineation of polychlorinated biphenyls (PCBs) and dieldrin detected in soils at AOC 6 – Possible Hydraulic Fluid Discharge Location.
- Engineering and institutional controls to restrict direct contact with historic fill (AOC 4).

The proposed delineation and remedial action were completed in 2010-2012, however the Remedial Action Report (RAR) documenting the remediation has not been completed and submitted to the NJDEP.

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 shall 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.

Licensed Site Remediation Professionals (LSRPs) shall be in good standing with the NJDEP and shall be expected to retain themselves as the LSRP of Record for the site.

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 Scope of Services.

Reliance on Prior Work

The Owner may provide 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 the 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. Teleconference, Meetings and Site Visits

Upon receipt of written Notice to Proceed, the Consultant shall prepare for and participate in teleconferences as requested by the City. The expense for these meetings shall include the time for personnel to prepare for and participate in the calls as well as any other justifiable material or travel expenses pre-approved by the City Representative. For the purpose of pricing this task shall include one "kick-off" teleconference with the City Representative within three days of Notice to Proceed (NTP), and one additional virtual call to review the Consultants findings. For the purpose of pricing this task shall include two site visits.

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. NJDEP Technical Consultation

The Consultant shall prepare a presentation for the NJDEP documenting the proposed path-forward, including documentation of the remedial action with multiple lines of evidence and submittal of all variances from the Technical Requirements of Site Remediation to the NJDEP with the RAR. The Consultant shall present the approach to the NJDEP in a technical consultation and then submit a memorandum documenting the information presented to the NJDEP file.

Task 3: Remedial Action Report (RAR) and Remedial Action Outcome (RAO)

The Consultant shall prepare a RAR in accordance with the Technical Requirement of Site Remediation and prepare the corresponding RAO including all items necessary to submit an acceptable RAO with the State. As required in 7:26E, the RAR will include but not be limited to the following:

- Updated Receptor Evaluation
- Summary of the findings and recommendations for each area of concern from the remedial investigation report prepared pursuant to N.J.A.C. 7:26E-4.9;
- Description, by area of concern, of each remedial action implemented.
- List, by remedial action, of the remediation standards that apply to each remedial action.
- Documentation, by area of concern, that each remedial action is effective in protecting the public health and safety and the environment.
- Remedial action permit application prepared pursuant to N.J.A.C. 7:26C-7, if applicable.
- “As-built” diagrams for any permanent structures associated with the remedial action including, without limitation, caps or other structures associated with the remedial action and engineering controls, if applicable.
- Detailed description of site restoration activities, if applicable.
- Total remediation costs through the implementation of the remedial action.
- Listing of variances from the Technical Requirements for Site Remediation.

Copies of the RAR and RAO together with all exhibits and attachments must be provided to the city in draft and final form and to NJDEP (as necessary) in approved final form. The draft RAR and RAO will be reviewed by the city and the City's Representative. Comments shall be incorporated and revised to produce final documents.

The Consultant shall retain themselves as the Licensed Site Remediation Professional (LSRP) for the site. The LSRP will complete, certify and submit all necessary NJDEP SRRA forms and certifications required to comply with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C). Copies of all SRRA Forms together with all exhibits and attachments must be provided to the city in draft and final form and to NJDEP (as necessary) in approved final form.

The City of Trenton has procured a survey of the current Site condition and a metes and bounds description, completed by a Licensed Professional Land Surveyor. Source files of these documents will be made available to the successful Consultant. A PDF of the survey is included in the link included in the “Purpose” Section of this document.

The City of Trenton will pay for all application fees and permits, as may be applicable.

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, unless stated otherwise above.

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 drive and shall be professionally labeled.

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 shall 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 from 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 shall 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, shall 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 shall also be included in the proposal. Proposals shall identify any increase or decrease in the level of effort associated with the modification. Proposals shall discuss any potential difficulties, delays, or variances in carrying out the work.

8. Submittals and Certifications

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

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

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 shall 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, in the order and strictly as needed, 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 shall be rejected, and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for the 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, shall 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 shall demonstrate experience with similar projects. Teams shall 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.	15%
4	Ability to complete the services in a timely manner.	20%
5	Price.	20%
TOTAL		100%

[PRICE FORM ON FOLLOWING PAGE]