

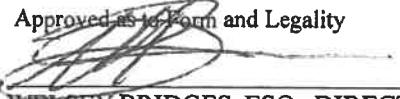
RESOLUTION

21-572

No. _____

Date of Adoption JANUARY 4, 2022

Approved as to Form and Legality


WELSEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by


MARIA RICHARDSON, DIRECTOR OF RECREATION, NATURAL
RESOURCES AND CULTURE

Councilman /woman

CALDWELL - WILSON

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS
IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., AWARDED TO FRENCH
AND PARRELLO ASSOCIATES FOR PROFESSIONAL LANDSCAPE,
ARCHITECTURAL, ENGINEERING, DESIGN DEVELOPMENT, CONSTRUCTION
DOCUMENT PREPARATION, AND CONSTRUCTION ADMINISTRATION AND
OVERSIGHT FOR MARTIN LUTHER KING, JR., POOL IMPROVEMENTS FOR A
PERIOD OF ONE (1) YEAR FROM DATE OF AWARD
IN AN AMOUNT NOT TO EXCEED \$199,700.00- RFP2021-43**

WHEREAS, the City has a need for Professional Landscape, Architectural, Engineering, Design Development, Construction Document Preparation, and Construction Administration and Oversight for Martin Luther King, Jr., Pool Improvements for a period of one (1) year for the City of Trenton Department of Recreation, Natural Resources and Culture; and

WHEREAS, a Request for Proposal was advertised, and six (6) proposals were received in the Division of Purchasing on October 29, 2021 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of French and Parrello Associates, 1800 Route 34, Suite 101, Wall, New Jersey 07719 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 \$199,700.00 have been certified to be available in the following account number(s) for: 2-01- -70-7025-290- \$25,000, CY 2-01- -70-7025-290- \$72,366.58, C-04-20-70-008I-001- \$22,333.42, C-04-20-70-008J-002- \$40,000.00, C-04-20-70-008I-002- \$40,000.00

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

1. The Mayor is hereby authorized to execute contract with French and Parrello Associates, 1800 Route 34, Suite 101, Wall, New Jersey 07719 Professional Landscape, Architectural, Engineering, Design Development, Construction Document Preparation, and Construction Administration and Oversight for Martin Luther King, Jr., Pool Improvements for a period of one (1) year for the City of Trenton Department of Recreation, Natural Resources and Culture for the said purposes in the manner prescribed by law for the City of Trenton.

RESOLUTION

1. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.5.
2. 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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE			✓	
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN			✓						

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

JANUARY 4, 2022

Kathy McBride
President of Council

M. M.
City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2021-43

RESOLUTION 21-572

ARCHITECTURAL, ENGINEERING, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION
AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR MARTIN LUTHER KING, JR., POOL
IMPROVEMENTS

THIS CONTRACT, made this 7TH day of **JANUARY 2022** 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 FRENCH AND PARRELLO ASSOCIATES, 1800 ROUTE 34, SUITE 101, WALL, NEW JERSEY 07719 (CONTRACTOR").

WHEREAS, the City has a need FOR ARCHITECTURAL, ENGINEERING, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR MARTIN LUTHER KING, JR., POOL IMPROVEMENTS for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

WHEREAS, Contractor agrees to provide FOR ARCHITECTURAL, ENGINEERING, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR MARTIN LUTHER KING, JR., POOL IMPROVEMENTS 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:

ARCHITECTURAL, ENGINEERING, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT FOR MARTIN LUTHER KING, JR., POOL IMPROVEMENTS for the City agrees to retain FRENCH AND PARRELLO ASSOCIATES, 1800 ROUTE 34, SUITE 101, WALL, NEW JERSEY 07719 ("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 date of award in an amount not to exceed \$199,700.00.

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 #21-572 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 into this Contract with the City of Trenton, Department of Recreation, Natural Resources, and Culture.

5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

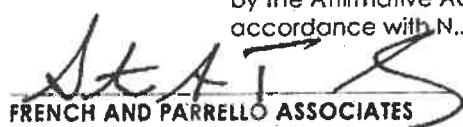
7. **MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

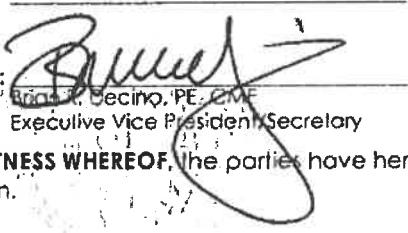
g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

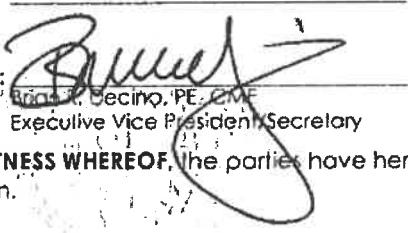

FRENCH AND PARRELLO ASSOCIATES
1800 ROUTE 34, SUITE 101
WALL, NEW JERSEY 07719

Steven A. Tardy, PE - President & CEO

Seal: 

6/1/2022

DATE

Attest: 
Brian J. Decino, PE, CMF
Executive Vice President/Secretary

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

ATTEST:


MATTHEW H. CONLON, RMG
MUNICIPAL CLERK
Assistant Municipal Clerk

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

6/14/22

jets and should be responsive to age appropriate activities as well as meet ADA accessibility guidelines. The spray ground should promote a flowing rhythm of play and encourages interaction with the play features and other children. The consultant should maximize the number of spray features, overall capacity, and surface area.

Sprayground surfacing shall be non-slip, color, broom-finished concrete. Color impregnated concrete shall be used to create color patterns. Patterns may be used to outline use zones and be designed to create visual interest.

Lighting

Decorative and security lighting shall be included in the design of the spray ground.

CONSULTANT SCOPE OF SERVICES

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 the schedule below.

The Owner has established the following goals for the project schedule:

- The Schematic and Design Development Phases will be completed within thirty (30) days of Notice to Proceed.
- The Consultant shall be responsible to submit plans to the Inspections Department for review and approval.
- The Construction Document Phase will be completed within forty-five (45) days of Notice to Proceed.
- **The Consultant will prepare a pre-construction meeting agenda, attend one (1) pre-construction meetings, and record meeting minutes for distribution.**
- **The Consultant will provide on-site project representation during construction period.**

The schedule for the Construction Phase Support services of this project will be determined by the Consultant and the Owner following procurement of the construction contractor by the City of Trenton.

Service Task Items

Task Item 1. Landscape Architectural/ Engineering Design Services

The Consultant shall provide design services that consist of preparing drawings, technical specifications, and contracting requirements ("Contract Documents") for the work at the Property as defined herein. These services shall include the performance of inspections, investigations, and surveys and all else necessary to develop the necessary information to prepare the Contract Documents.

The Consultant shall assemble a design team of professional consultants to perform the requested services. The Consultant will be responsible for ensuring that the drawings and technical specifications completed by subcontractors are coordinated with the overall project drawings and specifications.

The Consultant shall identify all required permits to complete the construction work and obtain, as possible, copies of all pertinent permit applications to include in the construction documents. The construction contractor shall be responsible for obtaining all permits and other regulatory approvals required to complete the work, including the payment of all application fees. All plans and specifications prepared by the Consultant for construction, alteration, repair, or demolition of the Property must be prepared such that it may receive required permits for all planned work.

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.

Design services defined in this task item will be performed in two (2) phases including the schematic design phase and design development phase.

At each level of completion (schematic design and design development) the Consultant shall prepare design drawings, project descriptions and reports, technical specifications, a quantity 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 package to Owner for review and comment. The design package shall include:

- Printed Deliverables - Three (3) full size printed sets of drawings and three (3) printed copies of reports, technical specifications, quantities and cost estimates, construction schedules and other design documents.
- 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, and project construction schedule in Microsoft Project 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. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

At each level of completion (schematic design and design development) the Consultant shall prepare for and conduct one (1) design meeting with the Owner at Trenton City Hall or other location to be selected by the Owner to discuss the review comments of the submittal. 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. Review comments from the design meetings shall be incorporated into each subsequent design level. Advancement to the next design phase shall be pending on the review of deliverables, and comments by the Owner and written Notice to Proceed.

Schematic Design Phase

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 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.

The Consultant shall investigate, analyze, and measure the Property to the extent necessary to determine the information necessary for the work.

Based on the information developed by the Consultant's own investigation and information gathered from the Owner about the goals and requirements of the rehabilitation of the Property, the Consultant shall prepare schematic designs. The schematic design package shall include at minimum:

1. Preliminary site plans;
2. Quantities estimate and an estimate of probable construction cost; and

Design Development Phase

After the approval of the schematic design package by the Owner and provision of Notice to Proceed, the Consultant shall prepare design development documents. The design development phase will define the overall scope and approach. At minimum, the design development documents shall include:

- Site plans showing special features, major elements, and location of utilities as necessary;
- Code review and a list of all required permits, licenses, reviews, and approvals (as may be possible, copies of all pertinent permit applications should be included);
- Quantities estimate and an estimate of probable construction cost; and

Task Item 2 – Preparation of Construction Documents

Upon approval by Owner of the design development package and receipt of written Notice to Proceed, the Consultant shall provide final drawings, technical specifications, and contracting requirements for construction and include all pertinent information required for construction contractors to price and build the project ("Contract Documents").

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.

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 MasterFormat Master List of Titles and Numbers for the Construction Industry.

The Consultant shall provide the package of 100% Construction Documents to the Owner for review and approval. At the request of the Owner's Representative, the Consultant shall attend one meeting with the Owner to discuss the Construction Document package at Trenton City Hall or other location to be selected by the Owner.

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. Review comments from the meeting shall be incorporated into the final Construction Documents.

Task Item 3 – Assistance with Bidding

Following written approval by the Owner of the 100% Construction Documents, the Consultant shall provide up to fifteen (15) printed/sealed sets of reproducible Construction Documents (complete drawing sets and bound Project Manuals) to the Owner for use in distributing documents to the bidders. 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. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

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.

Task Item 4 – Construction Administration

The Consultant shall provide construction administration services to support the timely and accurate execution the construction contract for the Martin Luther King Jr. Pool Improvements. These services will include meeting preparation and attendance, submittal review, invoice processing, and project closeout support.

Pre-construction

The Consultant shall prepare a pre-construction meeting agenda which will be reviewed by the Owner's Representative one (1) week prior to the meeting. The Consultant will attend one (1) pre-construction meeting and record meeting minutes, review the project schedule, submittal requirements, construction sequencing, payment procedures and set communication protocols with the Owner's Representative and the construction contractor. Meeting minutes will be provided in draft form for review and a final draft will be distributed within one (1) week of the meeting.

In addition to the pre-construction meeting, the Consultant shall prepare for and attend (1) kick-off meeting and up to two (2) additional meetings with the City, regulators, stakeholders and other project partners to review specific project goals.

Construction Period

The Consultant shall assume all duties and responsibilities and have the authority assigned as the Engineer by the Owner, as designated in Section 105 of the Technical Specification and as referenced throughout the Appendices attached hereto.

The Consultant shall provide regular updates and progress reports to the Owner's Representative and shall attend construction project update meetings with the Owner's Representative and the construction contractor throughout construction to review progress and discuss construction issues.

The Consultant shall promote good communication and coordination of all relevant parties throughout the project. At all meetings, 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.

The Consultant shall review and provide written comment within seven (7) business days on all submittals, work plans, and written requests for information (RFI) or interpretation of drawings and technical specifications; shop drawings; and material submittals. The Consultant is responsible for ensuring accuracy in executing the Construction Drawings and Specifications and shall revise drawings and specifications as necessary to address unforeseen conditions that may be identified during construction.

The Consultant shall review the Contractor's progress payment application in accordance with the Construction Specifications. A recommendation for

payment letter shall be prepared by the Consultant with supporting documentation reflecting the schedule of values. The consultant shall ensure all supporting documentation is obtained from the Contractor in accordance with the Construction Specification payment requirements.

The Consultant shall assist the Owner's Representative as necessary in the preparation of Change Orders and Change Directives, including the approval of any departure from the drawings or specifications.

Project Close-out

The Consultant shall assist in project close-out tasks including preparation of punch lists, and inspecting the project to determine substantial and final completion in accordance with the Construction Specifications.

Task Item 5 – Construction Observation

The Consultant shall provide as needed on-site project representation in accordance with the goals for the project schedule, as listed above, during the construction period. The Consultant shall review construction progress, record observations, verify that design and materials specifications are being met, report deviations from design documents and provide field clarifications.

The Consultant shall conduct inspections in accordance with the Construction Specifications and ensure that construction tasks meet the regulatory, administrative and engineering requirements for the project.

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 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. 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 law and regulation.

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. Projects completed for public entities should be preferred.

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 included with this RFP. The form must be signed and dated by respondent.

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.